CITY OF MORRISON COUNCIL MEETING

Whiteside County Board Room, 400 N. Cherry St., Morrison, IL

March 23, 2015 ♦ 7 p.m.

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENT

V. REPORT OF CITY OFFICERS

VI. REPORT OF DEPARTMENT HEADS
1. Chief of Police (pg 1-3)

VII. CONSENT AGENDA (FOR ACTION)
1. March 9, 2015 Regular Session Minutes (pg 4-5)
2. March 18, 2015 Special Session (Budget) Minutes (pg 6)
3. Bills Payable (pg 7-13)
4. February 2015 Treasurers Report (pg 14)

VIII. ITEMS REMOVED FROM CONSENT AGENDA (FOR DISCUSSION AND POSSIBLE ACTION)

IX. ITEMS FOR CONSIDERATION AND POSSIBLE ACTION
1. CDAP Grant Submittal: Sewer Main Lining (pg 15-16)
2. Approval of Easements for Utilities (pg 17-33)
3. Morrison Fire Department Agreements (pg 34-43)
4. Estimate of Cost: 2015 Street Project: Orange St from West Wall S to Route 30 (pg 44)
5. Resolution #15-02 – Appropriating Motor Fuel Tax Funds for Orange Street Repairs (pg 45)
6. Preliminary/Construction Engineering Services Agreement for Motor Fuel Tax Funds (pg 46-50)

X. OTHER ITEMS FOR CONSIDERATION, DISCUSSION & INFORMATION
1. Oversized Loads – Route 30: Chief Melton
2. WWTP Updates (pg 51)

XI. EXECUTIVE SESSION
1. 5 ILCS 120/2 (c)(5) – The purchase or lease of real property for the use of the public body

XII. NO ACTION FROM EXECUTIVE SESSION

XIII. ADJOURNMENT

Morrison Police Department

Monthly Report
March 2015

200 West Main Street, Morrison, Illinois 61270 ★ Emergency 911 ★ Non-Emergency 815-772-7659 ★ Fax 815-772-4291

Staff Notes ...

Staff Meeting was held on March 4.

Training

Training is a priority for MPD. Scheduling for training can, at times, be challenging due to patrol and staffing needs, leave requests, fiscal management and courses offered.

Training Scheduled:

March 9-13
Evidence Collection
East Moline, IL
Soenksen

March 24-26
Homicide Investigations
East Moline, IL
Melton

April 26-28
ILEAS Conference
Springfield, IL
Melton

MPD is a member agency with the
Northwest Illinois Criminal Justice Commission
Mobile Training Unit #1

Commission Chairperson
Brian Melton
Training Coordinator
Doug Fargher

Junior Achievement

Last meeting, you were informed that City Clerk Melanie Schroeder and I would represent the City of Morrison as volunteers for Junior Achievement. On March 11, I had my first session (of five) with Mrs. Susie Ottens' second grade class. I believe it went well and that this will be a great experience!

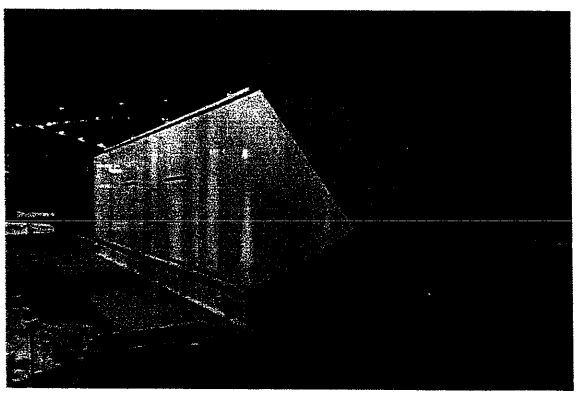
Oversized Loads

In the last two months, the Morrison Police Department has been requested to assist oversized loads traveling through Morrison. The Illinois Department of Transportation has approved permits for these oversized loads with the only permitted route being IL RT 78 through Morrison. These oversized loads are large generators (pictured below) manufactured by the International Supply Company, in Edelstein, Illinois. These oversized loads do have escort companies help them with their routes, however in Morrison, the Police are necessary.

To date, we have assisted at least eight (8) of these loads and have been advised that many more are being manufactured and shipped.

These loads required at least two officers to assist and if more officers are available, the task is much easier!

Our Municipal Code does require local permits (54-349) but the code is from 1977, refers to a "Traffic Commission" and there is no current application or permit process. As Chief of Police, I am requesting the City Council consider expediting an updated ordinance for a permit process to include the Police and a reasonable permit fee.



February Statistics

Format:
2015 / 2014

Calls For Service
174 / 178

Traffic Crashes
6 / 7

Complaints
29 / 24

Traffic Stops
10 / 14

Criminal Arrests
5 / 2

Traffic Citations
3 / 2

Traffic Warnings
9 / 13

Ordinance Violations
8 / 20

Miles Patrolled
3,389 / 3,214

Crime Index

2010 = 1,908.10
2011 = 1,404.40
2012 = 1,362.70
2013 = 1,408.79*
2014 = 1,181.95*

*Unofficial

Police/Population Ratio

Morrison is 1 / 698
Nat'l Avg. is 1 / 455

More comprehensive statistics are available upon request.

New FOID Application Coming Soon ...

For those of you with or interested in obtaining Firearm Ownership Identification Cards, the Illinois State Police Firearms Services Bureau will soon have a new application process for both the FOID and the Concealed Carry License. The process will be online with no paper application or picture to send in. More on this as it becomes available.

Emergency Planning

EMERGENCY OPERATIONS PLAN – As time permits, I continue to review/update our EOP and intend to meet with other key members and organizations of our community. This review will eventually include Mayor Pannier, CA Dykhuizen and Gary Tresenriter.

COUNTY MITIGATION PLAN - Whiteside County has been working on their county mitigation plan for the past several months. CA Dykhuizen and I most recently attended a meeting on March 5th and will continue representing Morrison in updating this plan which is, essentially, part of our EOP.

Spring Clean-Up! Ordinance Enforcement Activities

MPD will conduct concentrated enforcement efforts this spring to encourage residents to clean up their properties. Efforts will focus on property nuisances such as non-registered vehicles/trailers, junk/garbage/rubbish and yard waste collected on properties.

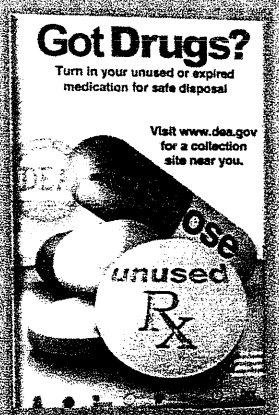
Meetings & Presentations ...

Federal Bureau of Prisons: On March 2, MPD was invited to attend a meeting for local law enforcement in Thomson. The meeting was hosted by the Federal Bureau of Prisons to provide an update to local law enforcement. Officer Gabe Gomez attended on my behalf. The meeting provided a general timeline for prison operations at the Thomson location.

Crime Stoppers: I was not able to attend this month's meeting in Sterling.

TRIAD: I was not able to attend this month's meeting in Sterling.

Career Class: On March 13, I presented to the High School Career Class on the Law Enforcement Profession.



Drop Box
in the lobby at the
Whiteside County Sheriff's Office

City Wide
Speed Limit
Unless Otherwise Posted

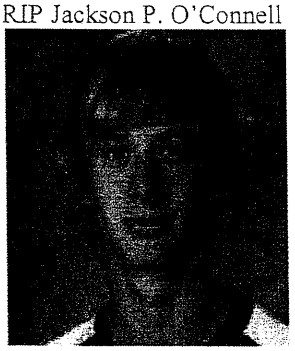
LIKE us on Facebook!

On a Personal Note ...

I certainly do not get personal often but please allow me to share this ... During my career as a law enforcement officer, I have seen too many deaths and tragedies. Only a few of those tragedies have personally affected my family, close friends and me. On March 10, 2015, one of my best and closest family friends; the O'Connell's, lost their son, Jackson, in a car crash in East Dubuque, Illinois. Jackson was 15 years old. The crash occurred on his way home from school and Jackson was a passenger wearing his seatbelt. He and my daughter, Emma, grew up together. Jackson's father, Steve is the Chief of Police in East Dubuque. On Monday, March 16, Jackson was laid to rest after saving several lives. Jackson was an organ donor.

The East Dubuque and surrounding communities have been awesome to the O'Connells during this difficult time with their overwhelming support. Jackson touched many lives and his death will continue to affect many. There are three reasons why I share this. First, simply as an officer, I always preach safety to the community I serve and to my own family. You never know what and when something tragic can happen. Life is already too short. So, be **SAFE**. Second, **CHERISH** those you care about and let them know every day. Third, if you are not already, consider being an **ORGAN DONOR**. Donating life to others amidst a tragedy not only saves lives but can certainly help with grieving the loss.

RIP Jackson P. O'Connell



#jacksonstrong

Conclusion ...

This is a summary of statistics, highlights, activities and other information. I hope this report continues to be informative to you. If you have any questions or would like to see other information in this report, please feel free to contact me at your convenience. Please know that I welcome any and all feedback that you may have!

Respectfully Submitted,

Brian R. Melton
Chief of Police
Email: bmelton@morrisonil.org
Cell: 815-499-7887

STATE OF ILLINOIS
COUNTY OF WHITESIDE
CITY OF MORRISON
OFFICIAL PROCEEDINGS

March 9, 2015

The Morrison City Council met in Regular Session on March 9, 2015 at 7:00 p.m. in the Whiteside County Board Room, 400 North Cherry Street, Morrison, IL. Mayor Everett Pannier called the meeting to order. City Clerk Melanie Schroeder recorded the minutes.

Aldermen present on roll call were: Dale Eizenga, Michael Blean, Harvey Zuidema, Leo Sullivan, Curt Bender, Marti Wood, Dave Helms and Scott Connelly.

Other City Officials present included: City Administrator Barry Dykhuizen, Chief of Police Brian Melton, Director of Public Works Gary Tresenriter, City Engineer Shawn Ortgiesen and City Treasurer Evan Haag.

There was no public comment.

Director Tresenriter presented his report:

1) He has recently spoken with the IEPA Permit Section, who has verbally approved the plans for the waste water treatment plant. A preliminary loan pre-application will be submitted soon.
2) Contact has been made with several of the folks who have agreed to sign easement agreements regarding the waste water treatment plant.
3) It is expected that IDOT will soon sign the permit for the driveway access off Route 78 to the waste water treatment plant.

Alderman Blean moved to approve the Consent Agenda, which consisted of the following: February 23, 2015 Regular Session Minutes, March 3, 2015 Special Budget Session Minutes and Bills Payable, seconded by Alderman Zuidema. On a roll call vote of 8 ayes (Blean, Zuidema, Sullivan, Bender, Wood, Helms, Connelly, Eizenga) and 0 nays, the motion carried.

Items for Consideration and Possible Action:

1) Alderman Wood moved to approve Resolution #15-01 – Urging the Governor and General Assembly to Protect Full Funding of Local Government Distributive Fund Revenue, seconded by Alderman Bender. On a roll call vote of 8 ayes (Bender, Wood, Helms, Connelly, Eizenga, Blean, Sullivan) and 0 nays, the motion carried.

Other Items for Consideration, Discussion and Information:

1) Additional discussion regarding the Fiscal Year 2016 street projects was heard. CA Dykhuizen stated that the council may wish to reduce the amount spent on an MFT project to allow more in reserves for a larger project next year. Council discussed and directed staff to obtain more information on the Orange Street from Wall Street to Route 30 project. With possibly sealcoating some streets, also. A final estimate, MFT resolution and an engineering agreement will be available at the March 23rd council meeting.
2) Morrison Fire Department has approved the Articles of Agreement and Lease Agreement between them and the City of Morrison. It was noted that the years were incorrect, which will be corrected by the city's attorney. The topic will be on the March 23rd council agenda for possible action.
3) CA Dykhuizen reminded council that the next budget meeting will be on March 18th, 6 p.m. at City Hall Lower Level Conference Room.

Being no further business, Alderman Sullivan moved to adjourn the meeting, seconded by Alderman Zuidema. On a voice vote, the motion carried.

Meeting adjourned the meeting at 7:34 p.m.

Approved:

Everett Pannier, Mayor

Melanie T. Schroeder, City Clerk

STATE OF ILLINOIS
COUNTY OF WHITESIDE
CITY OF MORRISON
OFFICIAL PROCEEDINGS

March 18, 2015

The Morrison City Council met in Special Session on March 18, 2015 at 6:00 p.m. in the Lower Level Conference Room at City Hall, 200 West Main Street, Morrison, IL. Mayor Everett Pannier called the meeting to order. City Administrator Barry Dykhuizen recorded the minutes, as City Clerk Melanie T. Schroeder was excused.

Aldermen present on roll call were: Dale Eizenga, Michael Blean, Harvey Zuidema, Leo Sullivan, Curt Bender, Marti Wood and Dave Helms. Alderman Scott Connelly was absent.

There was no public comment.

The purpose of the meeting was to discuss City finances leading up to the 2015-2016 Fiscal Budget to be presented at a later budget meeting. Council reviewed general fund finances and potential capital expenditures for Fiscal Year 2016. Presentations included cemetery equipment, storm sewer projects and public safety vehicles.

Being no further business, Alderman Zuidema moved to adjourn the meeting, seconded by Alderman Bender. On a voice vote, the motion carried.

Mayor Pannier adjourned the meeting at 7:10 p.m.

Approved:

Everett Pannier, Mayor

Melanie T. Schroeder, City Clerk

200 West Main Street
Morrison IL 61270
815-772-7657
www.morrisonil.org

CITY OF MORRISON

Memo

To: Mayor and Council

From: Melanie Schroeder, City Clerk/Collector

Date: 3/19/2015

Re: Bills Payable

The Bills Payable lists are in the amount of **$59,175.63.**

There were no pre-paid checks.

Council Members having questions regarding bills should contact Mayor Pannier or CA Dykhuizen via phone, email or personal visit prior to the meeting.

DATE: 03/17/15
TIME: 13:11:55
ID: AP490000.WOW

CITY OF MORRISON
WARRANT NUMBER 032415

FROM CHECK # 50105 TO CHECK # 50136

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED		AMOUNT
50105	AIRGAS USA, LLC	MAINT SUPP - EQUIPMENT	WATER/SEWER FUND / WATER		158.25
				CHECK TOTAL	158.25
50106	IL POWER MARKETING	ACCT. #0121168018	WATER/SEWER FUND / WATER		1,957.29
		ACCT. #0258154040	WATER/SEWER FUND / SEWER		45.50
		ACCT. #0303048160	WATER/SEWER FUND / WATER		343.48
		ACCT. #1818154023	WATER/SEWER FUND / SEWER		81.50
		ACCT. #2563171006	WATER/SEWER FUND / SEWER		25.70
		ACCT. #2628049072	WATER/SEWER FUND / SEWER		90.10
		ACCT. #3318098068	WATER/SEWER FUND / SEWER		1,013.25
		ACCT. #4263108036	WATER/SEWER FUND / SEWER		36.90
		ACCT. #6228074017	WATER/SEWER FUND / SEWER		43.50
		ACCT. #6693023000	WATER/SEWER FUND / SEWER		413.78
				CHECK TOTAL	4,051.00
50107	CERTIFIED BALANCE & SCALE CORP	MAINT SUPP - EQUIPMENT	WATER/SEWER FUND / SEWER		415.00
				CHECK TOTAL	415.00
50108	COM ED	ACCT. #2563566005	MOTOR FUEL TAX / GENERAL		38.28
				CHECK TOTAL	38.28
50109	ESRI, INC.	SOFTWARE/HARDWARE	WATER/SEWER FUND / WATER		1,500.00
		SOFTWARE/HARDWARE	WATER/SEWER FUND / SEWER		1,500.00
				CHECK TOTAL	3,000.00
50110	CONSTELLATION	ACCT. #0696016163/S COMPLEX	GENERAL FUND / PARKS AND REC		1,488.41
				CHECK TOTAL	1,488.41
50111	FEHR-GRAHAM & ASSOCIATES	WASTE WATER PLNT ENG/LEGAL	WATER/SEWER FUND / SEWER		1,294.50
		ENGINEERING SERVICE	GENERAL FUND / STREETS		553.00
		WASTE WATER PLNT	WATER/SEWER FUND / SEWER		1,027.00
				CHECK TOTAL	2,874.50
50112	FIVE STAR ENTERPRISES	MAINT SERV - EQUIPMENT	GENERAL FUND / CEMETERY		138.98
				CHECK TOTAL	138.98
50113	FRONTIER	ACCT. #8154009008	WATER/SEWER FUND / WATER		110.26
		ACCT. #8157723870	WATER/SEWER FUND / WATER		122.21
				CHECK TOTAL	232.47

8

FROM CHECK # 50105 TO CHECK # 50136

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED		AMOUNT
50114	GALL'S	MINOR EQUIPMENT	GENERAL FUND / PUBLIC SAFETY		155.00
				CHECK TOTAL	155.00
50115	GARAGE DOOR SPECIALISTS	MAINT SERV - BLDG	GENERAL FUND / STREETS		160.00
				CHECK TOTAL	160.00
50116	GOLD STAR FS, INC.	AUTO FUEL/OIL	GENERAL FUND / PUBLIC SAFETY		1,051.27
		AUTO FUEL/OIL	GENERAL FUND / STREETS		1,075.70
		AUTO FUEL/OIL	GENERAL FUND / CEMETERY		160.21
		AUTO FUEL/OIL	GENERAL FUND / PARKS AND REC		320.42
		AUTO FUEL/OIL	WATER/SEWER FUND / WATER		389.08
		AUTO FUEL/OIL	WATER/SEWER FUND / SEWER		343.30
				CHECK TOTAL	3,339.98
50117	GRAINGER	MAINT SUPP - EQUIPMENT	WATER/SEWER FUND / WATER		125.31
				CHECK TOTAL	125.31
50118	GREEN & CLEAN LAWN SERVICES	MAINT SERV - SNOW REMOVAL	GENERAL FUND / STREETS		2,470.00
				CHECK TOTAL	2,470.00
50119	LECTRONICS, INC	MAINT SERV - BDLG	GENERAL FUND / COMMUNITY ROOM		20.70
				CHECK TOTAL	20.70
50120	MORE INSURANCE AGENCY	NOTARY BOND-KING	GENERAL FUND / ADMINISTRATIVE		40.00
				CHECK TOTAL	40.00
50121	MEDIACOM	ACCT. #8384 88 021 0090332	GENERAL FUND / ADMINISTRATIVE		42.20
		ACCT. #8384 88 021 0090332	WATER/SEWER FUND / WATER		14.07
		ACCT. #8384 88 021 0090332	WATER/SEWER FUND / SEWER		14.06
		ACCT. #8384 88 021 0090324	GENERAL FUND / ADMINISTRATIVE		28.82
		ACCT. #8384 88 021 0090324	WATER/SEWER FUND / WATER		9.60
		ACCT. #8384 88 021 0090324	WATER/SEWER FUND / SEWER		9.60
				CHECK TOTAL	118.35
50122	MORING DISPOSAL	MONTHLY REFUSE	GENERAL FUND / ADMINISTRATIVE		18,692.92
				CHECK TOTAL	18,692.92
50123	MORRISON AUTO SUPPLY, INC.	SMALL TOOLS	GENERAL FUND / STREETS		5.22

10

FROM CHECK # 50105 TO CHECK # 50136

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED		AMOUNT
50123	MORRISON AUTO SUPPLY, INC.	OPERATING SUPPLIES	GENERAL FUND / CEMETERY		9.21
		MAINT - VEHICLE	GENERAL FUND / PUBLIC SAFETY		34.53
		MAINT SUPP - VEHICLE	WATER/SEWER FUND / WATER		7.90
		MAINT SUPP - VEHICLE	GENERAL FUND / CEMETERY		80.97
		MAINT SUPP - EQUIPMENT	GENERAL FUND / STREETS		30.10
		MAINT SUPP - VEHICLE	GENERAL FUND / STREETS		94.77
		MAINT SUPP - EQUIPMENT	WATER/SEWER FUND / SEWER		34.80
				CHECK TOTAL	297.50
50124	MORRISON BLACKTOP, INC.	MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER		345.79
		MAINT SERV - SNOW REMOVAL	GENERAL FUND / STREETS		390.00
				CHECK TOTAL	735.79
50125	MORRISON TIRE CENTER	MAINT - VEHICLE	GENERAL FUND / PUBLIC SAFETY		138.00
				CHECK TOTAL	138.00
50126	PREMIER LINEN&UNIFORM RENTAL	MAINT SUPP - BLDG	GENERAL FUND / ADMINISTRATIVE		25.46
		OPERATING SUPPLIES	GENERAL FUND / STREETS		25.46
		OPERATING SUPPLIES	GENERAL FUND / CEMETERY		25.46
		OPERATING SUPPLIES	GENERAL FUND / PARKS AND REC		25.46
		OPERATING SUPPLIES	WATER/SEWER FUND / WATER		25.46
		OPERATING SUPPLIES	WATER/SEWER FUND / SEWER		25.46
				CHECK TOTAL	152.76
50127	PITNEY BOWES	POSTAGE	GENERAL FUND / ADMINISTRATIVE		557.70
				CHECK TOTAL	557.70
50128	SPENCER'S AUTOMOTIVE	MAINT SUPP - EQUIPMENT	WATER/SEWER FUND / SEWER		768.01
				CHECK TOTAL	768.01
50129	THE SHERWIN-WILLIAMS CO	OPERATING SUPPLIES	GENERAL FUND / PARKS AND REC		17.39
				CHECK TOTAL	17.39
50130	WARD, MURRAY, PACE, JOHNSON PC	LEGAL SERVICE	GENERAL FUND / LEGISLATIVE		1,188.00
		LEGAL SERVICE	GENERAL FUND / LEGISLATIVE		162.00
				CHECK TOTAL	1,350.00
50131	SANDY PIERSON	UTILITY REFUND	WATER/SEWER FUND / WATER		11.53

CITY OF MORRISON
WARRANT NUMBER 032415

FROM CHECK # 50105 TO CHECK # 50136

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED		AMOUNT
50131	SANDY PIERSON	UTILITY REFUND	WATER/SEWER FUND / SEWER		11.52
				CHECK TOTAL	23.05
50132	SUE PAPE	UTILITY REFUND	WATER/SEWER FUND / WATER		1.90
		UTILITY REFUND	WATER/SEWER FUND / SEWER		1.89
				CHECK TOTAL	3.79
50133	USA BLUEBOOK	LAB SUPPLIES	WATER/SEWER FUND / WATER		118.37
				CHECK TOTAL	118.37
50134	VIKING CHEMICAL COMPANY	CHEMICALS	WATER/SEWER FUND / WATER		1,188.72
				CHECK TOTAL	1,188.72
50135	WEETS & SON SEPTIC SERVICE	MONTHLY RENTAL	GENERAL FUND / PARKS AND REC		135.00
				CHECK TOTAL	135.00
50136	WILCO RENTAL, INC.	MAINT SERV - EQUIPMENT	GENERAL FUND / CEMETERY		668.91
				CHECK TOTAL	668.91
				WARRANT TOTAL	43,674.14

DATE: 03/19/15
TIME: 13:23:09
ID: AP490000.WOW

CITY OF MORRISON
WARRANT NUMBER 031915

FROM CHECK # 50137 TO CHECK # 50139

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED		AMOUNT
50137	EASYPERMIT POSTAGE	POSTAGE	GENERAL FUND / ADMINISTRATIVE		557.70
				CHECK TOTAL	557.70
50138	MORRISON BLACKTOP, INC.	MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER		14,507.38
				CHECK TOTAL	14,507.38
50139	PAYMENT REMITTANCE CENTER	TOURNAMENT AWARDS	GENERAL FUND / PARKS AND REC		168.90
		POSTAGE	GENERAL FUND / ADMINISTRATIVE		7.55
		TRAVEL/TRAINING	WATER/SEWER FUND / WATER		97.50
		POSTAGE	GENERAL FUND / ADMINISTRATIVE		162.46
				CHECK TOTAL	436.41
				WARRANT TOTAL	15,501.49

MORRISON BLACKTOP, INC.
600 KLIMSTRA CT.
MORRISON, IL 61270

STATEMENT 11/14/14 #2014-0154

(815) 772-4033 OFFICE # (call anytime)
(815) 772-4250 FAX NUMBER
(815) 772-7931 Keith's Home Number

COPY

CITY OF MORRISON
ATTN: ACCOUNTS PAYABLE
200 W. MAIN ST.
MORRISON, IL 61270

Job Name/Location: City of Morrison

Job Description:

RE: ROCK/SAND/DIRT MATERIALS FOR THE PORTION OF MONTH OF NOV. '14

Misc. Streets (water main breaks):

11/03/14	2 Yards of black dirt @ $18.50/yd. . . . . $	37.00
11/10/14	9.08 Tons of CA-10 Road Rock @ $15.35/Ton	139.38

RE: PORTION OF PATCH WORK THRU 10/31/14:

- Morris St. & Larch St.
- Larch St.
- Morris St. & Heaton St.
- Morris St. & Florence St.
- Morris St. & Genesee St.
- Knox St. & Genesee St. (2)
- N. Base St. & North St.
- N. Base St.
- Knox St. & Jackson St.
- Knox St.

Dug out and prepared for blacktopping	4,510.00
Applied blacktop, and compacted when done	9,821.00
AMOUNT DUE . . . . . $	14,507.38

RECEIPT DATE 3/19/15
APPROVED BY [illegible]
ACCT. NO. 51-80-6150
CHECK NO. # 50138
DATE PAID 3/19/15

THANK YOU FOR YOUR BUSINESS!

City of Morrison, Whiteside County, Illinois

Treasurer's General Transaction Report

Feb 2015						
	General Ledger Account Number	Beginning Cash Balance	REVENUE	EXPENSE	Transfers	Ending Cash Balance
General Fund	01001110	0.00	63,869.41	63,869.41	0.00	0.00
General Fund	01001150	26,778.31	181,222.44	210,528.47	0.00	-2,527.72
Audit Fund	02001150	4,154.71	0.44	0.00	0.00	4,155.15
Fire Protection	12001150	9,080.86	0.00	0.00	0.00	9,080.86
MFT	15001150	264,059.98	9,939.38	9,598.68	0.00	264,400.68
IMRF	16001150	188,521.68	19.43	7,666.51	0.00	180,874.60
FICA	17001150	118,125.43	12.18	4,785.00	0.00	113,352.61
Odell Library	18001150	-2,909.63	5,756.97	4,989.76	0.00	-2,142.42
DARE	20001150	1,224.36	0.13	0.00	0.00	1,224.49
Police Vehicle	24001150	23,338.24	22.45	150.00	0.00	23,210.69
PW Vehicle Replacment	26001150	10,009.36	1.05	0.00	0.00	10,010.41
RLF	35001150	217,703.48	4,022.11	0.00	0.00	221,725.59
Memorial Park	37001150	2,005.85	0.21	0.00	0.00	2,006.06
Series 2008 & 2010 Bonds	46001150	52,857.13	33,017.87	0.00	0.00	85,875.00
Water	51801150	250,285.46	73,608.44	66,541.01	0.00	257,352.89
Sewer	51811150	181,663.76	106,537.95	36,561.63	0.00	251,640.08
W/WW Vehicle Replacement	52001150	40,069.13	4.22	0.00	0.00	40,073.35
W/WW/PW Building	53001150	150,250.55	15.81	0.00	0.00	150,266.36
Grove Hill	74001150	13,986.67	1.47	0.00	0.00	13,988.14
Self Ins Deduct	77001150	-6,573.01	0.00	32.85	0.00	-6,605.86
		1,544,632.32			0.00	**1,617,960.96**

Evan R. Haag

Evan Haag, Treasurer - City of Morrison

City of Morrison

Community Development Assistance Program
Grant Write
Proposal of Services

The City of Morrison is interested in applying for a Community Development Assistance Program (CDAP) grant. Community Funding & Planning Services (CFPS) will prepare and submit the CDAP grant to the Illinois Department of Commerce & Economic Opportunity (DCEO). The project components of the City's CDAP grant application entail the televising & lining of sanitary sewer main within the project area.

Scope of Work:
The CDAP grant write application will be done in accordance with the DCEO guidelines. CFPS proposes to prepare and submit a CDAP grant application utilizing the following scope of work:

- Correspondence with DCEO regarding the City's grant application project components
- Review all income survey data (City's returned Income Survey Data, DCEO worksheet, Income Survey map, etc.) to ensure income survey meets all DCEO guidelines and that all documentation provided to DCEO is 100% correct
- Determine whether a 100% Community-Wide or Targeted Area income survey number should be utilized for the City's grant application
- Correspondence with DCEO requesting written approval on the use of the City's income survey results
- Gather information in support of the City's application, such as (but not limited to the following):
    - Equalized Assessed Valuation and City's tax rate; maps; required tax forms
    - Most recent audited financial statement
- Work with City engineer to gather information:
    - On the problems that exist; who is most affected and how severely
    - What local efforts have taken place to resolve the problem
    - Updated cost estimates to address problem
    - Acquire resident letters, a log/journal of flooding events along with pictures to demonstrate the City's need and threat to public health & safety
- Prepare 'Problem Statement', 'Budget Narrative' and 'Project Readiness' summaries Prepare for City's signature all resolutions, certifications, application forms and notices as may be required
- Review Financial Project Sources and Uses
- Gather information on the City's leverage/matching funds
- Review draft CDAP grant application with City Administrator
- Coordinate with City on date for public hearing
    - Prepare meeting notes, newspaper notice and advertise for public hearing

- Conduct required public hearing
- Provide electronic copy of meeting notes to City Clerk

Complete CDAP Public Infrastructure application; submit appropriate number of hard copies of the application and one electronic copy to DCEO and provide one hard copy to the City

Fee:

The fee associated with reviewing the City's income survey documentation and writing the City's CDAP Public Infrastructure Grant application will be $6,400, and will be invoiced 50% upon execution of a contract and 50% invoiced upon completion and submittal of the CDAP application to DCEO.

Timeframe:

The CDAP Public Infrastructure grant application will be submitted to DCEO by July 8, 2015, which is the application deadline date.

EASEMENT FOR
UTILITIES

KNOW ALL MEN BY THESE PRESENTS, that AARON P. YOUNG and DIANAH L. YOUNG, Grantors, for and in consideration of the benefits accruing to the said Grantor and the sum of Ten Dollars ($10.00) paid by the Grantee, to the Grantor, the receipt whereof is hereby acknowledged, hereby gives, grants, and conveys to the CITY OF MORRISON, a municipal corporation organized under the laws of the State of Illinois, Grantee, and to the successors and assigns of said Grantee, a Permanent Easement and Temporary Construction Easement (Collectively "Easement"), and the right to construct underground UTILITY facilities, the right to maintain and make all necessary repairs to said underground UTILITY facilities, as may be reasonable and proper, including the reconstruction or replacement of said UTILITY facilities, together with the right of ingress and egress for the purpose of constructing and maintaining UTILITY facilities, together with the right to construct and maintain the necessary appurtenances for said UTILITY facilities over, along, upon and through said Permanent Easement hereinafter described and including the right to abandon in place said UTILITY facilities.

For purposes of this document, "utility" means and includes water service, sanitary sewer service, and any other service which may hereafter be provided by the City of Morrison, Illinois, or its successors in interest or assigns as a utility service to customers or citizens.

The Permanent Easement is more particularly described as follows:

PERMANENT EASEMENT:

> The centerline of a utility easement, being a part of the Southwest Quarter of Section 18, Township 21 North, Range 5 East and part of the Southeast Quarter of Section 13, Township 21 North, Range 4 East, all of the Fourth Principal Meridian, County of Whiteside, State of Illinois, described as follows: Commencing at the Northeast corner of said Southeast Quarter of Section 13; thence South 00 degrees 04 minutes 53 seconds East (assumed bearing) on and along the West line of said Southwest Quarter of Section 18, a distance of 60.03 feet, more or less to the centerline of a sanitary sewer pipe improvement at station 105+44.99 along said centerline; thence South 45 degrees 34 minutes 30 seconds East on and along last named centerline a distance of 48.72 feet to a point on the North line of an Ingress – Egress Easement as recorded in Book 236 on Page 34 in the Whiteside County Recorder's Office, said point also being the Point of Beginning of the aforesaid utility easement, and being at station 105+93.71 along said centerline; thence South 45 degrees 34 minutes 30 seconds East on and along last named centerline a distance of 76.37 feet to a point on the South line of said Ingress – Egress

Easement, said point also being at station 106+70.08 along said centerline and being the Point of Terminus. Heretofore said Utility easement is twenty (20) feet wide.

PIN: 08-13-426-001

The Temporary Construction Easement is more particularly described as follows:

TEMPORARY EASEMENT:

A twenty (20) foot wide temporary construction easement, measured perpendicular off the Easterly and Westerly easement lines of the heretofore said Permanent Easement.

PIN: 08-13-426-001

Said Temporary Construction Easement shall be for a period of 36 months from the date of this easement.

All situated in the County of WHITESIDE in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State. Grantor certifies that the above and foregoing property is not the homestead of herself, and that she is an unmarried widow.

Grantor and Grantor's heirs and assigns hereby agree that Grantee's officers, agents, employees, or persons under contract with it, may at any and all times, when necessary and convenient to do so, go over and upon said above-described Easement, and do and perform any and all acts necessary and convenient to the carrying into effect the purpose for which this grant is made and that neither she nor any of them, shall disturb, injure, molest or in any manner interfere with any UTILITY facilities or material for laying, maintaining, operating or repairing the same in, over or upon said described easement. Grantor further grants to Grantee and its assigns the right to enter upon the premises of the said Easement and remove from the surface therefrom any items, including trees, shrubs, overgrowth, buildings or other structures which may interfere with or obstruct the Grantee from exercising the rights granted hereunder.

The Grantee hereby covenants and agrees and said Easement is hereby granted upon the express conditions that care, skill and diligence will be used in constructing and laying said UTILITY facility; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the UTILITY facility is laid so as to leave the ground in substantially the same condition that existed before said UTILITY facility was laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all of the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantors; causing no damage to the buildings or improvements of the Grantors of said Easement nor interfering with or removing the support of the same; that it will save the Grantors harmless from any and all loss or damage the Grantors may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said UTILITY facilities; that upon the completion of the construction of said UTILITY facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon.

Dated this 3 day of March A.D. 2015.

Aaron P. Young

Aaron P. Young

Dianah L. Young

Dianah L. Young

STATE OF ILLINOIS)
) SS
COUNTY OF Whiteside)

I, Barbara L King a Notary Public in and for the said County, in the State aforesaid, do hereby certify that AARON P. YOUNG and DIANAH L. YOUNG, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 3 day of March A.D., 2015.

"OFFICIAL SEAL"
BARBARA L. KING
Notary Public, State of Illinois
My Commission Expires 5/4/15

Barbara L. King
Notary Public

Drafted By:
Daniel C. Hawkins
Ward, Murray, Pace & Johnson, P.C.
202 East Fifth Street
P.O. Box 400
Sterling, IL 61081-0400

DCH/krb

EASEMENT FOR UTILITIES

KNOW ALL MEN BY THESE PRESENTS, that THOMAS U. EAKLE and VICKI A. EAKLE, Grantors, for and in consideration of the benefits accruing to the said Grantor and the sum of Ten Dollars ($10.00) paid by the Grantee, to the Grantor, the receipt whereof is hereby acknowledged, hereby gives, grants, and conveys to the CITY OF MORRISON, a municipal corporation organized under the laws of the State of Illinois, Grantee, and to the successors and assigns of said Grantee, a Permanent Easement and Temporary Construction Easement, (Collectively "Easement"), and the right to construct underground UTILITY facilities, the right to maintain and make all necessary repairs to said underground UTILITY facilities, as may be reasonable and proper, including the reconstruction or replacement of said UTILITY facilities, together with the right of ingress and egress for the purpose of constructing and maintaining UTILITY facilities, together with the right to construct and maintain the necessary appurtenances for said UTILITY facilities over, along, upon and through said Permanent Easement hereinafter described and including the right to abandon in place said UTILITY facilities.

For purposes of this document, "utility" means and includes water service, sanitary sewer service, and any other service which may hereafter be provided by the City of Morrison, Illinois, or its successors in interest or assigns as a utility service to customers or citizens.

The Permanent Easement is more particularly described as follows:

PERMANENT EASEMENT:

> The centerline of a utility easement, being a part of the Southeast Quarter of Section 13, Township 21 North, Range 4 East of the Fourth Principal Meridian, County of Whiteside, State of Illinois, described as follows: Commencing at the Northeast corner of said Southeast Quarter of Section 13; thence North 89 degrees 58 minutes 34 seconds West (assumed bearing) on and along the North line of said Southeast Quarter of Section 13, a distance of 61.19 feet, more or less to the centerline of a sanitary sewer pipe improvement and the Point of Beginning of the aforesaid utility easement, said point also being at station 104+59.19 along said centerline; thence South 45 degrees 34 minutes 30 seconds East on and along last named centerline a distance of 85.80 feet to a point on the

East line of said Southeast Quarter of Section 13, said point also being at station 105+44.99 along said centerline and being the Point of Terminus.
Heretofore said Utility easement is twenty (20) feet wide.

PIN: 08-13-426-004

The Temporary Construction Easement is more particularly described as follows:

TEMPORARY EASEMENT:

A twenty (20) foot wide temporary construction easement, measured perpendicular off the Westerly easement lines of the heretofore said Permanent Easement.

PIN: 08-13-426-004

Said temporary construction easement shall be for a period of 36 months from the date of this easement.

All situated in the County of WHITESIDE in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor and Grantor's heirs and assigns hereby agree that Grantee's officers, agents, employees, or persons under contract with it, may at any and all times, when necessary and convenient to do so, go over and upon said above-described Easement, and do and perform any and all acts necessary and convenient to the carrying into effect the purpose for which this grant is made and that neither she nor any of them, shall disturb, injure, molest or in any manner interfere with any UTILITY facilities or material for laying, maintaining, operating or repairing the same in, over or upon said described easement. Grantor further grants to Grantee and its assigns the right to enter upon the premises of the said Easement and remove from the surface therefrom any items, including trees, shrubs, overgrowth, buildings or other structures which may interfere with or obstruct the Grantee from exercising the rights granted hereunder.

The Grantee hereby covenants and agrees and said Easement is hereby granted upon the express conditions that care, skill and diligence will be used in constructing and laying said UTILITY facility; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the UTILITY facility is laid so as to leave the ground in substantially the same condition that existed before said UTILITY facility was laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all of the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantors; causing no damage to the buildings or improvements of the Grantors of said Easement nor interfering with or removing the support of the same; that it will save the Grantors harmless from any and all loss or damage the Grantors may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said UTILITY facilities; that upon the completion of the construction of said UTILITY facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon.

Dated this 9 day of March A.D. 2015.

Thomas U. Eakle

Vicki A. Eakle

STATE OF ILLINOIS)
) SS
COUNTY OF Whiteside)

I, Melanie T. Schroeder a Notary Public in and for the said County, in the State aforesaid, do hereby certify that THOMAS U. EAKLE and VICKI A. EAKLE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 9 day of March A.D., 2015.

"OFFICIAL SEAL"
MELANIE T. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 8/1/15

Notary Public

Drafted By:
Daniel C. Hawkins
Ward, Murray, Pace & Johnson, P.C.
202 East Fifth Street
P.O. Box 400
Sterling, IL 61081-0400

DCH/krb

EASEMENT FOR UTILITIES

KNOW ALL MEN BY THESE PRESENTS, that MORRISON COMMUNITY UNIT SCHOOL DISTRICT NO. 6, Grantor, for and in consideration of the benefits accruing to the said Grantor and the sum of Ten Dollars ($10.00) paid by the Grantee, to the Grantor, the receipt whereof is hereby acknowledged, hereby gives, grants, and conveys to the CITY OF MORRISON, a municipal corporation organized under the laws of the State of Illinois, Grantee, and to the successors and assigns of said Grantee, a Permanent Easement AND Temporary Construction Easement (Collectively "Easement"), and the right to construct underground UTILITY facilities, the right to maintain and make all necessary repairs to said underground UTILITY facilities, as may be reasonable and proper, including the reconstruction or replacement of said UTILITY facilities, together with the right of ingress and egress for the purpose of constructing and maintaining UTILITY facilities, together with the right to construct and maintain the necessary appurtenances for said UTILITY facilities over, along, upon and through said Permanent Easement hereinafter described and including the right to abandon in place said UTILITY facilities.

For purposes of this document, "utility" means and includes water service, sanitary sewer service, and any other service which may hereafter be provided by the City of Morrison, Illinois, or its successors in interest or assigns as a utility service to customers or citizens.

The Permanent Easement is more particularly described as follows:

PERMANENT EASEMENT:

> The centerline of a utility easement, being a part of the Northwest Quarter of Section 19, Township 21 North, Range 5 East of the Fourth Principal Meridian, County of Whiteside, State of Illinois, described as follows: Commencing at the Southwest corner of the premises described in Document No. 2011-03343 as recorded in the Whiteside County Recorder's Office, point being 332 feet South and 999.17 West of the Northeast corner of said Northwest Quarter of Section 19; thence North 89 degrees 45 minutes 44 seconds East (assumed bearing) on and along the South line of said premises, a distance of 104.39 feet, more or less to the centerline of a dual forcemain pipe improvement and the Point of Beginning of the aforesaid utility easement, said point also being at station 418+39.40 along said centerline; thence South 32 degrees 56 minutes 54 seconds East on and along last named centerline a distance of 77.63 feet; thence South 03 degrees 16 minutes 05 seconds East on and along last named centerline a distance of 245.11 feet; thence South 36 degrees 34 minutes 51 seconds East on and along last named centerline a distance of 31.36 feet; thence South 01 degrees 04 minutes 38 seconds East on and along last named

centerline a distance of 104.53 feet; thence South 01 degrees 47 minutes 21 seconds East on and along last named centerline a distance of 501.67 feet; thence South 20 degrees 55 minutes 38 seconds West on and along last named centerline a distance of 12.35 feet to the North line of Genesee Court, point also being at station 428+12.05 along said centerline and being the Point of Terminus. Heretofore said Utility easement is twenty (20) feet wide. All being situated in the County of Whiteside and State of Illinois.

PIN: 09-19-128-002

The Temporary Construction Easement is more particularly described as follows:

TEMPORARY EASEMENT:

A temporary construction easement, measured perpendicular off the Westerly easement line of the heretofore said Permanent Easement, ten (10) feet wide from station 418+39.40 to station 421+79.03 and from station 422+20.13 to station 426+27.67 and twenty (20) feet wide from station 426+48.77 to station 428+12.05.

AND

A temporary construction easement, measured perpendicular off the Easterly easement line of the heretofore said Permanent Easement, twenty (20) feet wide from station 418+39.40 to station 420+72.21 and twenty-five (25) feet wide from station 422+99.92 to station 425+54.55.

PIN: 09-19-128-002

Said Temporary Construction Easement shall be for a period of 36 months from the date of this easement.

All situated in the County of WHITESIDE in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor and Grantor's heirs and assigns hereby agree that Grantee's officers, agents, employees, or persons under contract with it, may at any and all times, when necessary and convenient to do so, go over and upon said above-described Permanent Easement, and do and perform any and all acts necessary and convenient to the carrying into effect the purpose for which this grant is made and that neither she nor any of them, shall disturb, injure, molest or in any manner interfere with any UTILITY facilities or material for laying, maintaining, operating or repairing the same in, over or upon said described easement. Grantor further grants to Grantee and its assigns the right to enter upon the premises of the said Permanent Easement and remove from the surface therefrom any items, including trees, shrubs, overgrowth, buildings or other structures which may interfere with or obstruct the Grantee from exercising the rights granted hereunder.

The Grantee hereby covenants and agrees and said easement is hereby granted upon the express conditions that care, skill and diligence will be used in constructing and laying said UTILITY facility; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the UTILITY facility is laid so as to leave the ground in substantially the same condition that existed before said UTILITY facility was laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all of the work of excavation is to be done in

such a manner as in no way to endanger or interfere with the use of the property of the Grantors; causing no damage to the buildings or improvements of the Grantors of said Easement nor interfering with or removing the support of the same; that it will save the Grantors harmless from any and all loss or damage the Grantors may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said UTILITY facilities; that upon the completion of the construction of said UTILITY facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon.

Dated this 12 day of March A.D. 2015.

MORRISON COMMUNITY UNIT SCHOOL DISTRICT NO. 6

By _____
Jim Prombo, Board President

STATE OF ILLINOIS)
) SS
COUNTY OF Whiteside)

I, Melanie T. Schroeder a Notary Public in and for the said County, in the State aforesaid, do hereby certify that JIM PROMBO, personally known to me to be the Board President of MORRISON COMMUNITY UNIT SCHOOL DISTRICT NO. 6 and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

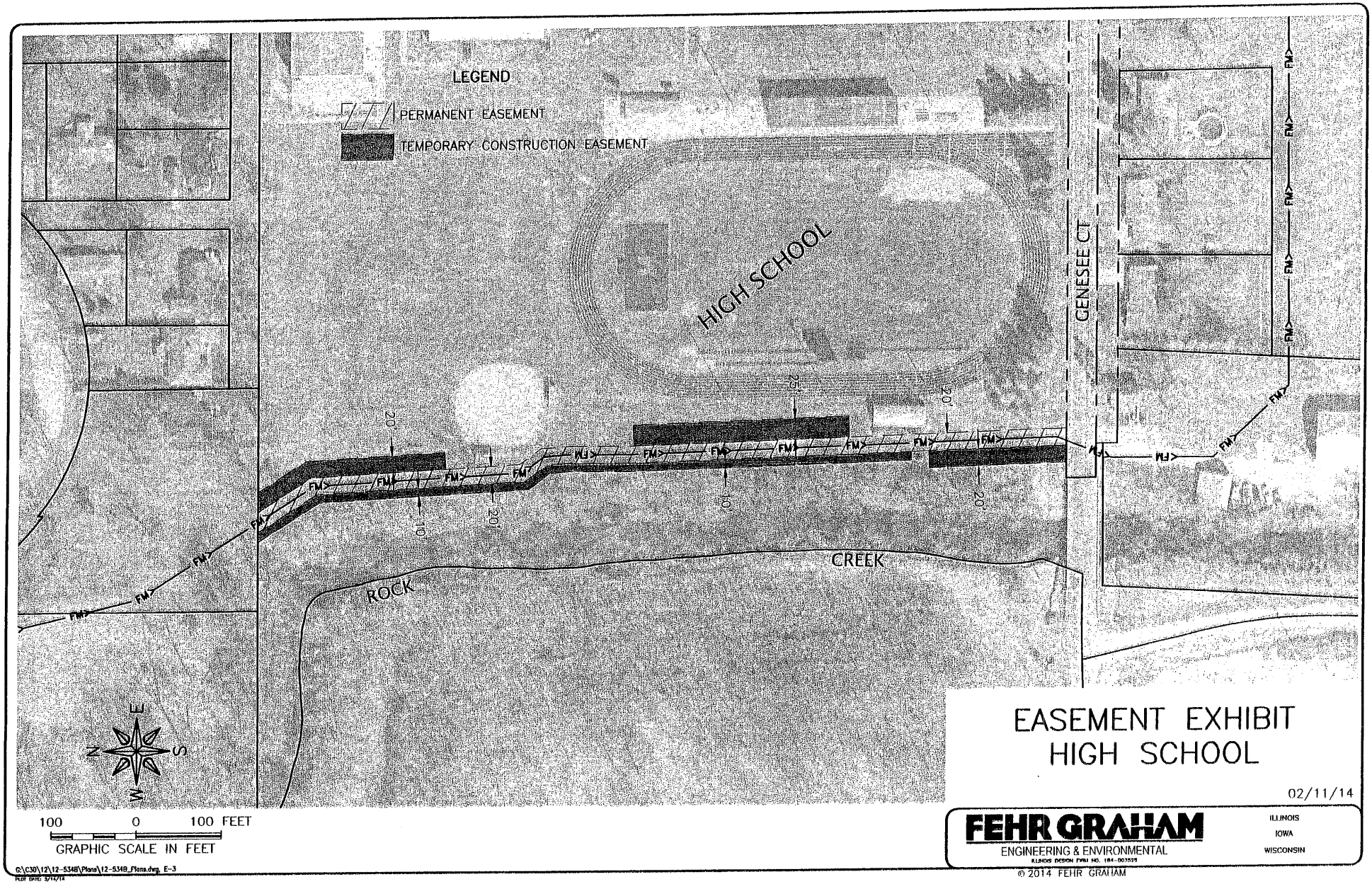
Given under my hand and notarial seal this 12 day of March A.D., 2015.

"OFFICIAL SEAL"
MELANIE T. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 8/1/15

_____
Notary Public

Drafted By:
Daniel C. Hawkins
Ward, Murray, Pace & Johnson, P.C.
202 East Fifth Street
P.O. Box 400
Sterling, IL 61081-0400

DCH/krb



EASEMENT EXHIBIT
HIGH SCHOOL

02/11/14

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003519

ILLINOIS
IOWA
WISCONSIN

G:\C30\12\12-534B\Plans\12-534B_Plans.dwg, E-3
PLOT DATE: 2/11/14

© 2014 FEHR GRAHAM

EASEMENT FOR UTILITIES

KNOW ALL MEN BY THESE PRESENTS, that ERIC P. COLEBURG and TRACY A. COLEBURG, Grantors, for and in consideration of the benefits accruing to the said Grantor and the sum of Ten Dollars ($10.00) paid by the Grantee, to the Grantor, the receipt whereof is hereby acknowledged, hereby gives, grants, and conveys to the CITY OF MORRISON, a municipal corporation organized under the laws of the State of Illinois, Grantee, and to the successors and assigns of said Grantee, a Permanent Easement, and the right to construct underground UTILITY facilities, the right to maintain and make all necessary repairs to said underground UTILITY facilities, as may be reasonable and proper, including the reconstruction or replacement of said UTILITY facilities, together with the right of ingress and egress for the purpose of constructing and maintaining UTILITY facilities, together with the right to construct and maintain the necessary appurtenances for said UTILITY facilities over, along, upon and through said Permanent Easement hereinafter described and including the right to abandon in place said UTILITY facilities.

For purposes of this document, "utility" means and includes water service, sanitary sewer service, and any other service which may hereafter be provided by the City of Morrison, Illinois, or its successors in interest or assigns as a utility service to customers or citizens.

The Permanent Easement is more particularly described as follows:

PERMANENT EASEMENT:

> The centerline of a utility easement, being a part of the Southwest Quarter of Section 18, Township 21 North, Range 5 East of the Fourth Principal Meridian, County of Whiteside, State of Illinois, described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 13, Township 21 North, Range 4 East of the Fourth Principal Meridian; thence South 00 degrees 04 minutes 53 seconds East (assumed bearing) on and along the West line of said Southwest Quarter of Section 18, a distance of 60.03 feet, more or less to the centerline of a sanitary sewer pipe improvement and the Point of Beginning of the aforesaid utility easement, said point also being at station 105+44.99 along said centerline; thence South 45 degrees 34 minutes 30 seconds East on and along last named centerline a distance of 48.72 feet to a point on the North line of an Ingress – Egress Easement as recorded in Book 236 on Page 34 in the Whiteside County

Recorder's Office, said point also being at station 105+93.71 along said centerline and being the Point of Terminus. Heretofore said Utility easement is twenty (20) feet wide. All being situated in the County of Whiteside and State of Illinois.

PIN: 09-18-301-007

All situated in the County of WHITESIDE in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor and Grantor's heirs and assigns hereby agree that Grantee's officers, agents, employees, or persons under contract with it, may at any and all times, when necessary and convenient to do so, go over and upon said above-described Easement, and do and perform any and all acts necessary and convenient to the carrying into effect the purpose for which this grant is made and that neither she nor any of them, shall disturb, injure, molest or in any manner interfere with any UTILITY facilities or material for laying, maintaining, operating or repairing the same in, over or upon said described easement. Grantor further grants to Grantee and its assigns the right to enter upon the premises of the said Easement and remove from the surface therefrom any items, including trees, shrubs, overgrowth, buildings or other structures which may interfere with or obstruct the Grantee from exercising the rights granted hereunder.

The Grantee hereby covenants and agrees and said Easement is hereby granted upon the express conditions that care, skill and diligence will be used in constructing and laying said UTILITY facility; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the UTILITY facility is laid so as to leave the ground in substantially the same condition that existed before said UTILITY facility was laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all of the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantors; causing no damage to the buildings or improvements of the Grantors of said Easement nor interfering with or removing the support of the same; that it will save the Grantors harmless from any and all loss or damage the Grantors may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said UTILITY facilities; that upon the completion of the construction of said UTILITY facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon.

Dated this 12 day of March A.D. 2015.

Eric P. Coleburg

Eric P. Coleburg

Tracy A. Coleburg

Tracy A. Coleburg

STATE OF ILLINOIS)
) SS
COUNTY OF Whiteside)

I, Melanie T. Schroeder a Notary Public in and for the said County, in the State aforesaid, do hereby certify that ERIC P. COLEBURG and TRACY A. COLEBURG, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 12 day of March A.D., 2015.

"OFFICIAL SEAL"
MELANIE T. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 8/1/15

Melanie T. Schroeder
Notary Public

Drafted By:
Daniel C. Hawkins
Ward, Murray, Pace & Johnson, P.C.
202 East Fifth Street
P.O. Box 400
Sterling, IL 61081-0400

DCH/krb

EASEMENT FOR UTILITIES

KNOW ALL MEN BY THESE PRESENTS, that KEVIN L. SCHISLER, a single person, Grantor, for and in consideration of the benefits accruing to the said Grantor and the sum of Ten Dollars ($10.00) paid by the Grantee, to the Grantor, the receipt whereof is hereby acknowledged, hereby gives, grants, and conveys to the CITY OF MORRISON, a municipal corporation organized under the laws of the State of Illinois, Grantee, and to the successors and assigns of said Grantee, a Permanent Easement and Temporary Construction Easement, (Collectively "Easement"), and the right to construct underground UTILITY facilities, the right to maintain and make all necessary repairs to said underground UTILITY facilities, as may be reasonable and proper, including the reconstruction or replacement of said UTILITY facilities, together with the right of ingress and egress for the purpose of constructing and maintaining UTILITY facilities, together with the right to construct and maintain the necessary appurtenances for said UTILITY facilities over, along, upon and through said Permanent Easement hereinafter described and including the right to abandon in place said UTILITY facilities.

For purposes of this document, "utility" means and includes water service, sanitary sewer service, and any other service which may hereafter be provided by the City of Morrison, Illinois, or its successors in interest or assigns as a utility service to customers or citizens.

The Permanent Easement is more particularly described as follows:

PERMANENT EASEMENT:

> The centerline of a utility easement, being a part of the Northwest Quarter of Section 19, Township 21 North, Range 5 East of the Fourth Principal Meridian, County of Whiteside, State of Illinois, described as follows: Commencing at the Southwest corner of the premises described in Document No. 2011-03343 as recorded in the Whiteside County Recorder's Office, point being 332 feet South and 999.17 West of the Northeast corner of said Northwest Quarter of Section 19; thence North 00 degrees 16 minutes 41 seconds West (assumed bearing) on and along the West line of said premises, a distance of 202.31 feet, more or less to the centerline of a dual forcemain pipe improvement and the Point of Beginning of the aforesaid utility easement, said point also being at station 416+09.02 along said centerline; thence South 13 degrees 29 minutes 50 seconds East on and along last named centerline a distance of 64.19 feet; thence South 32 degrees 56 minutes 54 seconds East on and along last named centerline a distance of 166.20 feet to the South

line of said premises, point also being at station 418+39.40 along said centerline and being the Point of Terminus. Heretofore said Utility easement is twenty (20) feet wide. All being situated in the County of Whiteside and State of Illinois.

PIN: 09-19-126-002

The Temporary Construction Easement is more particularly described as follows:

TEMPORARY EASEMENT:

A twenty (20) foot wide temporary construction easement, measured perpendicular off the Westerly and Easterly easement lines of the heretofore said Permanent Easement.

PIN: 09-19-126-002

Said Temporary Construction Easement shall be for a period of 36 months from the date of this easement.

All situated in the County of WHITESIDE in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor and Grantor's heirs and assigns hereby agree that Grantee's officers, agents, employees, or persons under contract with it, may at any and all times, when necessary and convenient to do so, go over and upon said above-described Easement, and do and perform any and all acts necessary and convenient to the carrying into effect the purpose for which this grant is made and that neither she nor any of them, shall disturb, injure, molest or in any manner interfere with any UTILITY facilities or material for laying, maintaining, operating or repairing the same in, over or upon said described easement. Grantor further grants to Grantee and its assigns the right to enter upon the premises of the said Easement and remove from the surface therefrom any items, including trees, shrubs, overgrowth, buildings or other structures which may interfere with or obstruct the Grantee from exercising the rights granted hereunder.

The Grantee hereby covenants and agrees and said Easement is hereby granted upon the express conditions that care, skill and diligence will be used in constructing and laying said UTILITY facility; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the UTILITY facility is laid so as to leave the ground in substantially the same condition that existed before said UTILITY facility was laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all of the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantors; causing no damage to the buildings or improvements of the Grantors of said Easement nor interfering with or removing the support of the same; that it will save the Grantors harmless from any and all loss or damage the Grantors may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said UTILITY facilities; that upon the completion of the construction of said UTILITY facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon.

Dated this 16 day of March A.D. 2015.

Kevin L. Schisler

Kevin L. Schisler

STATE OF ILLINOIS)
) SS
COUNTY OF Whiteside)

I, Melanie T. Schroeder a Notary Public in and for the said County, in the State aforesaid, do hereby certify that KEVIN L. SCHISLER, a single person, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 16 day of March A.D., 2015.

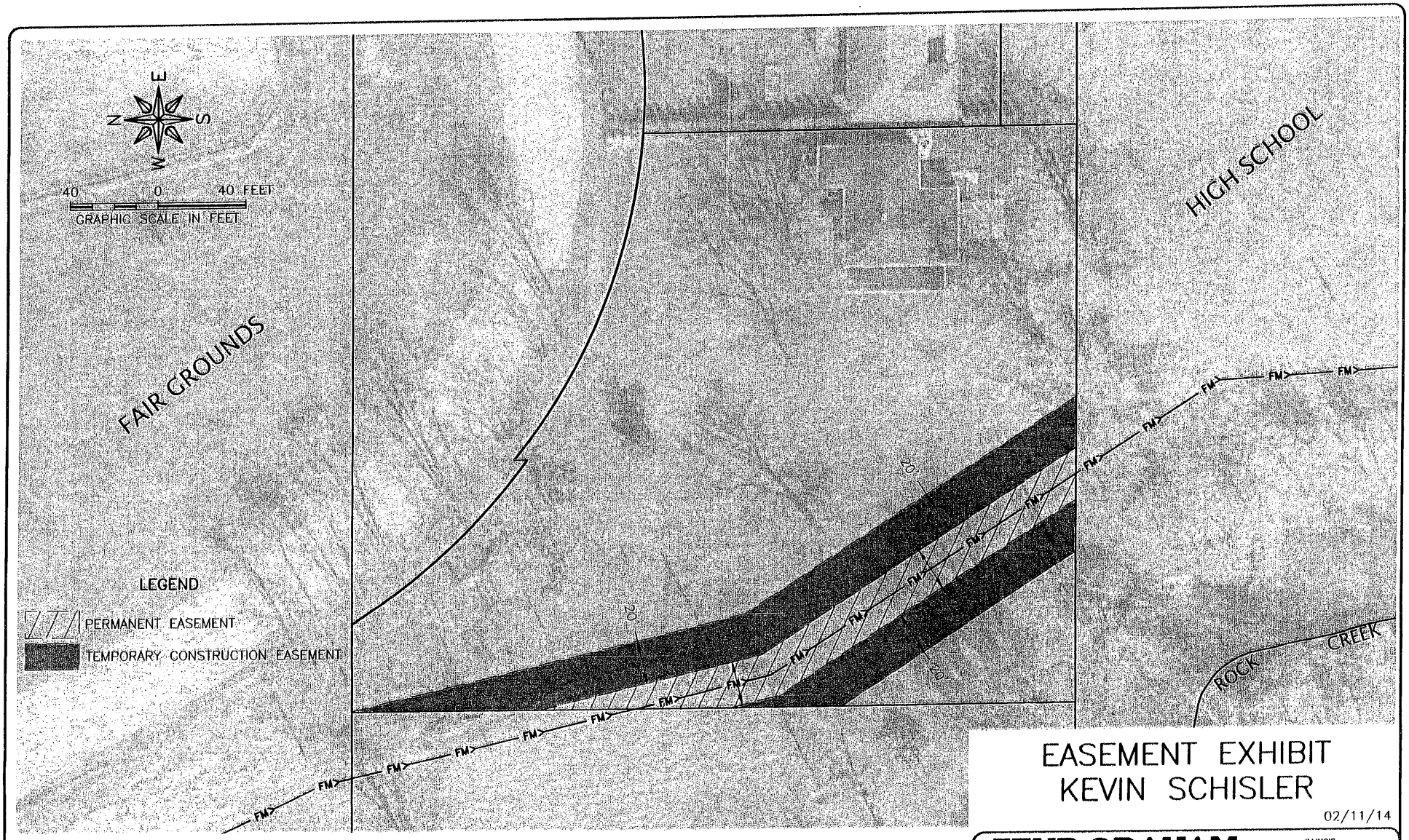
"OFFICIAL SEAL"
MELANIE T. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 6/1/15

Melanie T. Schroeder

Notary Public

Drafted By:
Daniel C. Hawkins
Ward, Murray, Pace & Johnson, P.C.
202 East Fifth Street
P.O. Box 400
Sterling, IL 61081-0400

DCH/krb



EASEMENT EXHIBIT
KEVIN SCHISLER

02/11/14

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003528

ILLINOIS
IOWA
WISCONSIN

© 2014 FEHR GRAHAM

G:\C30\12\12-5348\Plans\12-5348_Plans.dwg, E-2
PLOT DATE 3/14/14

ARTICLES OF AGREEMENT

Articles of Agreement entered into as of this _____ day of _____, 2015, by and between the City of Morrison, Illinois, hereinafter called the "City," and the Morrison Fire Department, a not-for-profit corporation, of the State of Illinois, hereinafter called the "Fire Department," WITNESSETH:

WHEREAS, the City wishes to provide adequate fire protection services for property and citizens within its corporate boundaries; and

WHEREAS, the Fire Department is a not-for-profit corporation organized for the purpose of preventing and extinguishing fires and providing all related services, and the Fire Department has sufficient equipment and personnel to provide fire protection services for the City in a satisfactory manner; and

WHEREAS, it is the desire of the City to obtain the services of the Fire Department to render fire protection and related services, and the Fire Department to perform such services upon the terms and conditions outlined in this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. The Fire Department agrees to render any and all fire and related services required by property owners and occupants within the City of Morrison, and to provide, maintain, and operate all equipment necessary and to maintain sufficient personnel to achieve those ends. The Fire Department shall not, however, at any time have obligation to install, repair, or in any manner maintain fire hydrants located within the City.

2. The City agrees to provide the Fire Department with water/sewer services, electric current, and garbage and trash removal to the Fire House located at 206 West Main Street, Morrison, Illinois, without charge. The Fire Department shall pay for natural gas. The Fire Department agrees to adopt a system of water usage measurement acceptable to the City for tracking the use of any non-metered sources and permit, at the City's expense, installation of any water usage meter system requested by the City.

3. The Fire Department will provide fire service to all properties owned or leased by the City of Morrison whether within or outside of the corporate limits of said City without additional charge to the City.

4. The City agrees to annually remit to the Fire Department a sum equal to the amount received by the City from the special tax for fire protection levied annually on all the taxable property within the City of Morrison. The City shall, if it contemplates levying a rate lower than the current amount imposed by the annual levy, notify the Fire Department.

5. Any and all expenses in connection with the acquisition, maintenance, and operation of fire fighting, rescue and salvage equipment, including the payment of salaries, shall be borne by the Fire Department. The City shall lease, to the Fire Department, pursuant to the terms and provisions of the lease agreement attached as Exhibit A, the building presently occupied by the Fire Department.

6. The Fire Department shall protect and save harmless the City from any and all claims which might be made against the City by reason of the operation of fire protection equipment and/or provision of fire protection services.

7. The Fire Department, shall deposit all monies received from the City in a separate fund or account so as to be able to show all receipts and disbursements. The Fire Department, not less than annually, shall provide a report to the City of Morrison showing the usage, expenditures, and investment status of all funds received from the City. The report shall be forwarded to the attention of the Mayor. In lieu of the provision of such a report the Fire Department may provide a copy of its annually adopted budget, provided such budget shows a detailed list of revenues and expenses, and includes references to the status of invested funds.

8. The Fire Department shall procure and maintain comprehensive general liability insurance from any liability incidental to the use of or resulting from any claim for injury or damage occurring in the provision of fire protection services covered by this Agreement, in an amount not less than $1 million in underlying coverage per occurrence and not less than $5 million in excess or umbrella coverage. The Fire Department shall also provide and maintain workers' compensation coverage on the individuals providing firefighting service. Any general liability policy of insurance shall name the City of Morrison as an additional insured, in such form and issued by such companies as shall be reasonably acceptable to the City. All such certificates evidencing coverage from each insurer, shall contain a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to the City.

9. To the extent permitted by law, the City shall remit to the Fire Department any Foreign Fire Insurance Funds received by the City. All such funds shall be expended by the Fire Department in accordance with all relevant provisions of Illinois law.

10. This Agreement shall be for a term of five years and automatically be renewed for successive five years unless otherwise terminated pursuant to Section 11.

11. This Agreement may be terminated by either party upon:

(a) Twelve (12) months' written notice by either to the other party. Notice shall be sufficient when done by regular mail or personal service to the attention of the Presiding Officer.

(b) Dissolution of the Morrison Fire Department.

(c) Breach of the Agreement by either party, provided that notice of such breach has been given and the breaching party has been given 90 days to cure said breach.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by the Mayor and attested by the City Clerk, pursuant to Ordinance of the Council of the City of Morrison and the Fire Department has caused the Agreement to be signed by its Chief and attested by its Secretary, pursuant to resolution adopted by the Directors of the Fire Department.

CITY OF MORRISON

By_____
Everett Pannier, Mayor

ATTEST:

_____
Melanie Schroeder, City Clerk

MORRISON FIRE DEPARTMENT

By_____
Chief

ATTEST:

_____
Secretary, Morrison Fire Department

LEASE AGREEMENT

THIS LEASE made, executed and effective as of this _____ day of _____, 2015, by and between the CITY OF MORRISON, an Illinois municipal corporation, herein called "Landlord," and MORRISON FIRE DEPARTMENT, an Illinois not-for-profit corporation, herein called "Tenant."

1. **Leased Premises.** Landlord, for and in consideration of the rents and of the covenants and agreements of Tenant, does lease to Tenant for the term set forth below Landlord's premises located at 206 W. Main Street, Morrison, Illinois 61270 (the "Premises").

2. **Term.** The term of this Lease shall commence on _____, 2015, (the "Commencement Date") and shall expire five years thereafter (the "Expiration Date") unless terminated earlier pursuant to paragraph 16.

3. **Rent.** Tenant shall pay to Landlord the sum of ONE AND NO/100 DOLLAR ($1.00) annually as rent for the term payable on or before May 1 of each year.

4. **Automatic Extensions.** The original term of this Lease shall automatically extend for successive five (5) year periods until either party to this Lease shall provide the other notice of its intent to terminate this Lease at least sixty (60) days prior to the end of the Lease term. Any such extension shall be upon all the terms, covenants and agreements contained in this Lease. Notwithstanding any other provision of this agreement, and without further notice or demand, this Lease shall automatically terminate on termination of the Articles of Agreement between Landlord and Tenant.

5. **Condition of Premises.** Tenant's taking possession of the Premises or any portion thereof shall be conclusive evidence against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession and that all work to be done on the Premises pursuant to the terms hereof, if any, has been completed to Tenant's satisfaction. No promise of Landlord to alter, remove, improve, redecorate or clean the Premises and no representation respecting the condition of the Premises have been made by Landlord to Tenant, unless the same is expressly stated herein.

6. **Care of Premises.** Tenant covenants and agrees that it will not use or occupy the Premises or any part thereof in such hazardous manner that any part of the building or improvement thereon of which the Premises are a part will not be insurable by responsible insurance companies against loss or damage by fire, extended coverage and broad form perils for the fair insurable value thereof. Tenant further agrees that upon the expiration or termination of this Lease, in any manner, it will surrender immediate possession of the Premises to Landlord in good condition, loss by fire not caused by Tenant, tornado, act of God, or other unavoidable casualty and ordinary wear and tear excepted, and that it will deliver the keys to the Premises at the place where the rent reserved herein is payable.

7. **Use of Premises.** Tenant shall use the premises in furtherance of providing fire protection and rescue services. Tenant shall be allowed exclusive use of the Premises and shall have access to the Premises at all times. Tenant covenants that it shall use the Premises for these purposes and for no other purposes without the prior written consent of Landlord. Tenant shall not do or permit anything to be done on the Premises contrary to applicable laws now in effect or which may hereafter be enacted or which could constitute a public or private nuisance or which could disturb Landlord or other persons. Tenant, at its sole expense, shall cause the Premises and its operation and use of the Premises under Tenant's control to comply with all applicable laws.

8. **Repairs and Maintenance.** Tenant shall throughout the term of this Lease and at its own cost and expense, pay for all repairs and maintenance of the Premises.

9. **Alterations.** All alterations, additions, improvements and fixtures other than Tenant's trade fixtures which may be made or installed by either Landlord or Tenant on the Premises shall be the property of the Landlord and shall remain upon and be surrendered with the Premises as a part thereof without disturbance, molestation or injury at the termination of the term of this Lease whether by the giving of appropriate notice or otherwise, all without compensation or credit to Tenant. Landlord reserves the right to make alterations to the exterior of the Premises upon approval of Tenant, which approval shall not be unreasonably withheld.

10. **Insurance.** Landlord shall be responsible for insuring the Premises against any and all loss and damage arising from fire, windstorm, lightning, vandalism and extended perils, except earthquake, in such amounts as Landlord shall deem reasonable and appropriate. Any amounts received from any policy of insurance for any loss insured against shall be paid solely to Landlord, and Landlord shall be responsible for repairing the Premises to a condition suitable for use by Tenant.

Tenant agrees to carry and pay for at its own expense such insurance as may be necessary to indemnify the Landlord as to claims which might be asserted against the demised Premises or Landlord thereof by reason of the Tenant's use thereof. Tenant shall carry and pay for general liability insurance, naming Landlord as an additional insured, in responsible companies in an amount not less than $1 million in underlying coverage per occurrence and not less than $5 million in excess or umbrella coverage.

Not less than thirty (30) days prior to the expiration of any such policy or policies, evidence of the renewal of such policy or policies, or a new certificate, together with evidence of the payment of premiums for the renewal period or new policy, as the case may be, shall be delivered to Landlord. All such insurance shall contain an agreement by the insurance company that the policy or policies will not be cancelled, or the coverage changed, without thirty (30) days' prior written notice to Landlord.

11. **Assignment and Sublease.** Tenant may not assign this Lease or sublease any portion of the Premises without the prior written consent of the Landlord. Tenant shall compensate Landlord for its reasonable expense of investigation of assignee or sublessee in determining whether or not consent shall be granted. No such assignment or subletting shall release Tenant from the full payment and performance of each and every covenant, agreement and obligation herein contained on Tenant's part to be performed.

12. **Utilities.** Tenant agrees to pay all gas utilities which shall during the term of this Lease be levied, assessed, charged or imposed upon or against the Premises. Landlord shall provide water/sewer services, electric current, and garbage and trash removal as necessary and in furtherance of Tenant's fire protection services at no cost to tenant.

13. **Fire or Other Casualty.** In case the Premises shall be rendered untenantable by fire, explosion or other casualty, Landlord may, at its option, terminate this Lease or repair the Premises within sixty (60) days. If Landlord does not repair the Premises within said time, or the Premises shall have been wholly destroyed, this Lease shall terminate. Notwithstanding the foregoing, Landlord shall not be required to repair or restore Tenant's leasehold improvements, fixtures, furnishings or floor coverings, equipment and other personal property.

14. **Trade Fixtures.** Trade fixtures, equipment, furniture and furnishings, except floor covering, that may have been or may be installed by Tenant in the demised Premises shall not become a part thereof whether affixed or annexed or not, but Tenant shall at its own cost and expense repair any and all damage to demised Premises resulting from or caused by the removal thereof from the demised Premises. Any floor coverings shall be considered to be a part of the Premises and shall not be removed except in the case of replacement by equivalent or better floor covering acceptable to the Landlord.

15. **Inspection by Landlord.** Landlord or its agents may have free access to said Premises at all reasonable times and under reasonable restrictions for the purpose of examining the same or of inspecting the use by Tenant of the same or to see if the terms of this Lease or extension thereof are being observed by Tenant. Tenant shall permit all persons having written authority therefor from the Landlord to view said Premises at all reasonable hours.

16. **Default.** It is further covenanted and agreed that during the term of this Lease or any extension thereof that Landlord shall have the right to declare a default and termination of the Lease and recover possession of the Premises if:

A. A default shall occur and give unto the Landlord the right to declare the Lease terminated and recover possession of the Premises upon giving notice as hereinafter provided upon the happening of any one of the following:

1. Tenant shall fail to pay said rent as required by Section 3 and/or Section 4.

2. Tenant shall neglect or fail to perform or observe any of the covenants contained in this Lease upon its part to be performed or observed within the period of time required.

3. Tenant ceases to provide fire protection services to the residents of the City of Morrison.

B. Upon the happening of any of the events referred to in the aforementioned Section 16 A. constituting a default under the terms of this Lease, and if Landlord shall give notice thereof in writing to Tenant and the default shall continue for thirty (30) days after the giving of said notice, or in the event of the failure to pay a sum of money shall continue for ten (10) days after the giving of said notice, then Landlord may declare a forfeiture of said Lease and take possession of the Premises all as hereinafter provided.

C. A default shall occur and give unto Landlord the right to declare an immediate forfeiture of the Lease without further notice to Tenant upon the happening of any one of the following:

1. Tenant shall make an assignment for the benefit of creditors; and

2. Tenant shall be adjudicated a bankrupt or a petition be filed for the extension of time of payment, composition, adjustment, modification, settlement or satisfaction of the liabilities of Tenant or to which any property of Tenant be subject or the involuntary reorganization (other than a reorganization not involving the liabilities of Tenant) or involuntary liquidation of Tenant; and

3. A receiver be appointed for the property of Tenant by reason of the insolvency or alleged insolvency of Tenant, and such receiver be not discharged within ninety (90) days thereafter; and

4. Tenant shall abandon or vacate the Premises.

D. Upon the happening of any of the events referred to in the aforesaid Section 16 C. constituting a default, the Lease shall be deemed breached and at the option of Landlord this Lease may be terminated and Landlord may take possession of the Premises as hereinafter provided.

E. Upon the declaration of a default as provided for in Section 16 B. of this Section, or upon the termination of the Lease as provided for under Section 16 D. of this Section, Tenant will then quit and surrender the Premises to Landlord, and Tenant shall remain liable as hereinafter provided. In any such event, Landlord may at its option immediately or any time thereafter, enter upon said Premises with or without process of law, and take possession thereof, together with any and all improvements which may have been erected therein, Tenant waiving any

demand for possession thereof. Landlord may at its option at any time and from time to time relet the Premises or any part thereof for the account of Tenant or otherwise and receive and collect the rents therefor, applying the same first to the payment of such expenses that the Landlord may have incurred in recovering possession of the Premises and putting the same in good order and condition, and all other such expenses, commissions and charges incurred by Landlord in or about reletting the Premises, and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting may be for the remainder of the original term, or any extended term or for a longer or shorter period. Landlord shall be entitled, notwithstanding any other provision of this Lease, to the extent permitted by law, the amount of damages which Landlord sustains by reason of Tenant's default, including the right to recover the difference between the total rent and charges which Landlord is able to obtain in a new lease for the balance of the term and the then present value of the remaining rent to be paid hereunder until the end of the term of the Lease.

17. **Waiver of Subrogation.** Each of Landlord and Tenant hereby releases the other to the extent of its insurance coverage from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall be brought about by the fault or negligence of the other party, or any persons claiming under it.

18. **Holding Over.** If Tenant retains possession of the Premises or any part thereof after the termination of this Lease, Tenant shall pay Landlord, in order to compensate Landlord for Tenant's wrongful withholding of possession for the time Tenant remains in possession, for and during such time as Tenant remains in possession, an amount calculated at triple the rate of base rent in effect immediately prior to such termination, plus any additional rent determined to be due pursuant hereto plus all damages sustained by Landlord by reason of Tenant's wrongful retention of possession unless Landlord makes the election provided for in the following sentence. The provisions of this paragraph shall not constitute a waiver of Landlord's rights of re-entry or of any other right or remedy provided herein or at law.

19. **Indemnification.** It is understood and agreed that Tenant will indemnify and hold Landlord harmless in the event of any damage, injury or loss of life in connection with the Tenant's occupation and use of said Premises. All personal property placed or moved in the Premises shall be at the risk of the Tenant, as Landlord shall not be liable for any damage to said personal property or to the Tenant.

20. **Remedies.**

A. It is mutually covenanted and agreed that this Lease is made upon the express condition that Tenant shall always keep and perform all its covenants and agreements hereunder and make all payments of money herein stipulated to be made, promptly and at the time and in the manner stipulated and limited for such performance and payment, and that accordingly the time so limited for such payments and the performance of such covenants and agreements are, and shall be deemed to be, of the essence of this Lease.

B. No remedy herein or otherwise conferred upon, or reserved to, Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein.

C. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or waiver of, acquiescence in, or consent to, any further or succeeding breach of the same covenants.

21. **Notices.** In the event notice is to be given by either party to the other it is agreed that such notice may be given at any time by an instrument in writing delivered personally or dispatched by registered or certified mail to the addresses specified below, or as either party may otherwise direct in writing to the other party from time to time.

If to Landlord:

City of Morrison
c/o City Clerk
200 W. Main St.
Morrison, Illinois 61270

With a copy to:
Ward, Murray, Pace & Johnson, P.C.
c/o Timothy B. Zollinger
202 E. Fifth Street, P.O. Box 400
Sterling, Illinois 61081

If to Tenant:

Morrison Fire Department
c/o President
206 W. Main St.
Morrison, Illinois 61270

With a copy to:
Ronald F. Coplan
114 E. Main St.
Morrison, Illinois 61270

All notices shall be deemed delivered when delivered personally or two (2) days following deposit in the United States mails in the Continental United States with first class postage and registered or certified fees prepaid except in the event of mail strike in which event proof of actual delivery shall be required.

22. **Interpretation.** In the event any clause, paragraph, section or provision of this Lease should be found to be invalid by reason of any statute, law or judicial decision, then the remainder of the Lease shall nevertheless remain in full force and effect the same as if such paragraph or provision had been deleted therefrom. In the use of pronouns, the singular shall include the plural, and the use of any gender shall include all genders.

of pronouns, the singular shall include the plural, and the use of any gender shall include all genders.

23. **Quiet Possession.** Landlord agrees that when possession of the Premises shall be delivered to Tenant, the leasehold interest of Tenant will be free and clear of all tenancies, occupancies, restrictions, violations, liens and encumbrances. Landlord further covenants and represents that Tenant, upon paying the rents reserved herein, and keeping, performing, observing and fulfilling the covenants and agreements in this Lease contained on the part of the Tenant to be kept, performed, observed and fulfilled, shall and may peaceably and quietly possess, have, hold and enjoy the Premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining during the full term hereby granted without any interruption or disturbance by Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

THE CITY OF MORRISON,
an Illinois municipal corporation

By:_____
R. Everett Pannier, Mayor

ATTEST:

By:_____
Melanie T Schroeder, City Clerk

TENANT:

MORRISON FIRE DEPARTMENT,
an Illinois Not-For-Profit

By:_____

Its:_____

Illinois Department of Transportation

Route	Orange Street
County	Whiteside
Local Agency	Morrison
Section	Cost Review

(Construction) Estimate of Cost

Location and brief description (Sta. and land description of beginning; Sta. only for end for county and road districts; street limits for municipality.)
Orange Street from Wall Street to Lincolnway (US 30)
Project includes removing and replacing the existing curb and gutter (from Main Street to Lincolnway only), grinding the existing pavement surface, patching 10% of the pavement, overlaying with 2 1/4 inches of hot-mix and curb ramps for sidewalks. Patching areas will include 8-inches of aggregate base and 4-inches of hot-mix.

Total Project Length	699 feet
Net Length	699 feet

Surface Type	HMA
Width	29/28 feet

Shoulder Type	C&G
Width	2 feet

Bridge or Culvert

Length	
Width	

Item Number	Items	Unit	Quantity	Unit Price	Total Cost
	CARRIED FORWARD				
1	BITUMINOUS MATERIALS (PRIME COAT)	GAL	232.00	3.25	$ 754.00
2	AGGREGATE (PRIME COAT)	TON	4.00	15.00	$ 60.00
3	LEVELING BINDER (MACHINE METHOD), N50	TON	105.00	85.00	$8,925.00
4	HOT-MIX ASPHALT SURFACE COURSE, MIX C	TON	209.00	95.00	$19,855.00
5	MANHOLES TO BE ADJUSTED	EACH	4.00	800.00	$3,200.00
6	VALVE BOXES TO BE ADJUSTED	EACH	3.00	500.00	$1,500.00
7	HMA SURFACE REMOVAL	SQ YD	2,315.00	5.00	$11,575.00
8	COMB CONC CURB & GUTTER, TYPE B6.18	FOOT	794.00	25.00	$19,850.00
9	CURB & GUTTER REMOVAL	FOOT	794.00	5.00	$3,970.00
10	PORTLAND CEMENT CONCRETE SIDEWALK 5	SQ FT	1,300.00	7.00	$9,100.00
11	SIDEWALK REMOVAL	SQ FT	1,300.00	2.00	$2,600.00
12	DETECTABLE WARNINGS	SQ FT	288.00	40.00	$11,520.00
13	CHANNELIZATION DEVICE, COMPLETE	FOOT	120.00	135.00	$16,200.00
14	PAVEMENT REMOVAL	SQ YD	232.00	6.50	$1,508.00
15	HOT-MIX ASPHALT BINDER COURSE, IL-19.0	TON	56.00	90.00	$5,040.00
16	AGGREGATE BASE COURSE, TYPE B	TON	105.00	18.00	$1,890.00
17	CONSTRUCTION CONTINGENCY (15%)	EACH	1.00	17,632.05	$17,632.05
18	DESIGN & CONSTRUCTION ENGINEERING	EACH	1.00	20,276.86	$20,276.86
	Page Total		Total Estimated Cost		$155,455.91

Made by Shawn Ortgiesen, P.E. Date 03/18/2015

Checked by _____ Date _____

BLR 11510 (Rev. 7/05)

Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code - Resolution 15-02

BE IT RESOLVED, by the City Council (Council or President and Board of Trustees) of the City (City, Town or Village) of Morrison Illinois

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Orange Street		Wall Street	Lincolnway

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of removing and replacing the existing curb and gutter (from Main Street to Lincolnway only), grinding the existing pavement surface, patching of pavement, hot-mix asphalt binder and surface courses, curb ramps for sidewalks, related appurtenances, and preliminary/construction engineering services.

_____ and shall be constructed _____ wide

and be designated as Section 15-00036-00-FP

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of _____

One hundred sixty thousand Dollars ($160,000.00) for the

improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract (Specify Contract or Day Labor) ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

_____
Date

Department of Transportation

_____
Regional Engineer

I, Melanie Schroeder Clerk in and for the City (City, Town or Village) of Morrison County of Whiteside, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council (Council or President and Board of Trustees) at a meeting on Monday, March 23, 2015 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

_____ day of _____

(SEAL)

_____
City, Town, or Village Clerk

Printed 3/18/2015

BLR 09111 (Rev. 11/06)

Municipality	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Name
City of Morrison				Fehr Graham
Township		Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds		Address: 515 Lincoln Highway
County: Whiteside				City: Rochelle
Section: 15-00036-00-FP				State: Illinois

THIS AGREEMENT is made and entered into this 23rd day of March, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Orange Street Route _____ Length 0.132 miles Structure No. _____

Termini Wall Street to Lincolnway

Description
Removing and replacing the existing curb and gutter (from Main Street to Lincolnway only), grinding the existing pavement surface, patching of pavement, hot-mix asphalt binder and surface course, curb ramps for sidewalks, and related appurtenances.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:

   a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.

   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.

f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

i. ☒ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. ☐ Furnish or cause to be furnished:

(1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. ☒ Furnish or cause to be furnished

(1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
   a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
   b. Establishment and setting of lines and grades.
   c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
   d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
   e. Revision of contract drawings to reflect as built conditions.
   f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: ***When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.***

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. ☒ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

   Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under $50,000		(see note)
	$13,500	Lump sum
		%
		%
		%
		%

   Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	185.00
Project Manager	158.00
Resident Construction Supervisor	85.00
Sr. Engineering Technician	83.00
Project Engineer	78.00
Engineering Technician	77.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2015. In event the services of the ENGINEER extend beyond 12/31/2015, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
   c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
   d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

   By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER
   for his actual costs plus 10% percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 10% percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.

6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

City of Morrison of the
(Municipality/~~Township/County~~)

ATTEST:

State of Illinois, acting by and through its

By _____

City Council ,

Melanie T. Schroeder / City Clerk

By /Everett Pannier

(Seal)

Title: Mayor

Executed by the ENGINEER:

Fehr Graham

515 Lincoln Highway

Rochelle, Illinois 61068

ATTEST:

By /Brenda Metzger

/Noah Carmichael

Title: Project Administrator

Title: Principal

Approved

_____
Date
Department of Transportation

_____
Regional Engineer

Barry Dykhuizen

From: James E. Sparber <jsparber@baxterwoodman.com>
Sent: Thursday, March 19, 2015 3:23 PM
To: Everett Pannier; Barry Dykhuizen
Cc: Gary Tresenriter; Carl F. Fischer; Christopher F. Buckley
Subject: Schedule for WWTP Loan

Mayor Pannier/Barry:

Per our discussions this morning, the following is a summary of the critical milestones to complete the IEPA Water Pollution Loan Control Program process. The schedule below was worked backwards from the end of the loan program's fiscal year.

- April 13, 2015 – Hold public hearing on Preliminary Environmental Impact Determination (PEID) and begin 10 day public comment period. (note – this can be concurrent with the design revisions, however there is a risk that the IEPA will not approve the project planning based on public comments received. If planning is not approved, the project cannot move forward).
- April 13, 2015 – Target date to start plan revisions (allows 60 days for plan revisions – B&W may be able to delay this to April 27, but it will be a tight schedule)
- June 12, 2015 – Latest date to advertise bids and allow for required 45 day bidding period.
- July 28, 2015 – Last date to receive bids to allow for review of bids and preparation of recommendation to Council
- August 10, 2015 – Last Council meeting to issue "Notice of Intent to Award Construction Contract." This notice is dependent upon receipt of a loan offer from IEPA.
- September 14, 2015 – Last regular Council meeting to accept loan offer.
- September 30, 2015 – End of the loan program fiscal year. Loan offers must be accepted and approved before this date

There is very little slack in this schedule. We may be able to squeeze a week or two out of it, but not much more.

Please give me a call to discuss with any questions.

Thank you
Jim Sparber

Jim Sparber
DeKalb Regional Manager

BAXTER & WOODMAN
Consulting Engineers

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