CITY OF MORRISON COUNCIL MEETING

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

November 9, 2015 ♦ 7 p.m.

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENT

V. REPORT OF CITY OFFICERS/REPORT OF DEPARTMENT HEADS
   1. City Engineer (att)

VI. CONSENT AGENDA (FOR ACTION)
   1. October 26, 2015 Regular Session Minutes (att)
   2. Bills Payable (att)
   3. IMLRMA Insurance Renewal: $73,384.47 (Work Comp, Liability, Property)
   4. Resolution #15-15 – Abate Real Estate Taxes – Dyke Property (att)
   5. Resolution #15-16 – Abate Real Estate Taxes – Berge/Leal Property (att)
   6. Resolution #15-17 – Urging Release of Non-General Fund Revenues to Local Govt's (att)

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

VIII. ITEMS FOR CONSIDERATION AND POSSIBLE ACTION
   1. 2015 Annual Tax Levy – Approval of Preliminary Ordinance Draft (att)
   2. Ordinance #15-19 – Accepting Easement from LaJim, LLC and Authorizing Execution of Documents Confirming Same (att)
   3. Resolution #15-18 – Authorizing Mayor to Execute Settlement Agreement with LaJim, LLC, Resolving Water Run-Off Claims (att)
   4. Resolution #15-19 – Authorizing Declaration of Default and Sale of Lot #1 of Sunrise Addition to Next Highest Bidder (att)

IX. OTHER ITEMS FOR CONSIDERATION, DISCUSSION & INFORMATION
   1. Public Works Garage Timeline (att)

X. EXECUTIVE SESSION
   1. The setting of a price for the sale or lease of property owned by the public body 5 ILCS 120/2(c)(6)
   2. To consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body 5 ILCS 120/2(c)(1)

XI. POSSIBLE ACTION FROM EXECUTIVE SESSION
   1. Sale of Lot #2 in Sunset Addition
   2. Motion to Approve Wage Adjustment

XII. ADJOURNMENT

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

Memo to: Mr. Gary Tresenriter - Director of Public Works
Subject: Engineering Report - October 2015

From: Fehr Graham
Date: November 5, 2015

A. **Waste Water Treatment Plant (WWTP):**
Leander Construction, Inc. from Canton, Illinois has been awarded this project for a total bid price of $12,864,000. This award is contingent on receipt of a formal loan offer from the Illinois Environmental Protection Agency (IEPA). Final loan application documents, financial information, and bid certifications have been provided to IEPA. The formal loan offer is expected to arrive at City Hall soon. After the Mayor signs the IEPA Loan Agreement, a notice of Award will be provided to Leander Construction. After contract documents are completed and approved, a Notice to Proceed will be issued to Leander Construction to commence work in accordance with the agreement. The Notice to Proceed is expected to be sent in November with completion of the project scheduled for mid-year 2017.

B. **Genesee Avenue Pump Station:**
The Genesee Avenue Pump Station project revisions are being completed and will be provided to the IEPA for their review and approval. Project bidding is anticipated for early 2016.

C. **Waterworks Park Pump Station and Collection Sewers:**
The Waterworks Park Pump Station and Collection Sewer project revisions are being completed and will be provided to the IEPA for their review and approval. Bidding and the start of construction is anticipated for early 2016.

D. **IEPA Compliance Commitment Agreement (CCA):**
The City is in compliance with the CCA. The agreement requires the City to continue efforts and measures to reduce infiltration and inflow (I/I). Fehr Graham continues to work with the City in the advancement of various measures to identify and reduce I/I.

E. **IL 78 Access Permit for the Waste Water Treatment Plant:**
The City has requested a new access point on Illinois Route 78 to serve the proposed Waste Water Treatment Plant. The Illinois Department of Transportation (IDOT) is in agreement with the proposed plans and will approve construction of the new access point after the signed application is submitted along with a permit bond. The application and bond will be submitted after the WWTP contractor is officially awarded the WWTP project.

F. **2015 Motor Fuel Tax (MFT) Street Project:**
Wall Street from the east side of Clinton St. to Jackson St. and Jackson Street from Pine St. to Wall St. is the 2015 MFT street improvement. Civil Constructors, Inc. from Freeport, Illinois substantially completed this project during the month of October. A final walk-thru of the improvements will be completed and final quantities tallied. The project included pavement patching and a hot-mix asphalt overlay. Final project documentation will be submitted to the City Council and will then be forwarded to IDOT for final approval.

G. **Misc. Items:**
- Assist City Staff and Elected Officials as requested.
- Attendance at council meetings and other meetings as requested.

Respectfully Submitted,

Shawn L. Ortgiesen, P.E.
Project Manager

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STATE OF ILLINOIS
COUNTY OF WHITESIDE
CITY OF MORRISON
OFFICIAL PROCEEDINGS

October 26, 2015

The Morrison City Council met in Regular Session on October 26, 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, Mick Welding, Curt Bender, Vernon Tervelt, Dave Helms and Arlyn Deets.

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

Mayor Pannier opened the meeting up to public comment. The public commented on the type-o on thecity1.com regarding the City's meeting with the City of Aledo.

Engineer Ortgiesen stated the East Wall Street paving project is completed. He has also been informed that the EPA Loan offer has been submitted for signatures and should be done by the end of the week.

Chief Melton reminded everyone to watch their speed on East Wall Street. Also, there will be a public assembly on Thursday evening regarding bullying.

Alderman Helms moved to approve the Consent Agenda, which consisted of the following: October 13, 2015 Regular Session Minutes; Bills Payable; September 2015 Treasurers Report, seconded by Alderman Tervelt. On a roll call vote of 8 ayes (Blean, Zuidema, Welding, Bender, Tervelt, Helms, Deets, Eizenga) and 0 nays, the motion carried.

Items for Consideration and Possible Action:

1) Alderman Bender moved to approve Resolution #15-14 – Authorizing the Sale of Surplus Property pending legal review and signatures by the purchasers, seconded by Alderman Deets. On a roll call vote of 8 ayes (Zuidema, Welding, Bender, Tervelt, Helms, Deets, Eizenga, Blean) and 0 nays, the motion carried.
2) Alderman Blean moved to adopt Ordinance #15-17 – Accepting Easement from Betty McDonnell and Authorizing Execution of Memorandum of Understanding pending legal review and signatures by purchasers, seconded by Alderman Eizenga. On a roll call vote of 8 ayes (Welding, Bender, Tervelt, Helms, Deets, Eizenga, Blean, Zuidema) and 0 nays, the motion carried.
3) The matter of the Nelson easement will be moved to the 11/9/15 agenda.

Other Items for Consideration, Discussion & Information:

1) Mayor Pannier stated paving projects at Jackson/High Streets and in the Cemetery have been completed.
2) Mayor Pannier requested the Council be ready to discuss the 2016 street project after the first of the year.

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

Meeting adjourned the meeting at 7:16 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: 11/4/2015

Re: Bills Payable

The Bills Payable lists are in the amount of **$120,887.72.**

Pre-paid checks are #10621 to #10649.

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

CITY OF MORRISON
WARRANT NUMBER 111015

FROM CHECK # 10621 TO CHECK # 10685

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED		AMOUNT
10621	KENDRA KOPHAMER	MONTHLY CLEANING @ CITY HALL	GENERAL FUND / ADMINISTRATIVE		229.95
				CHECK TOTAL	229.95
10622	METLIFE-GROUP BENEFITS	HEALTH, DENTAL, LIFE INSURANCE	GENERAL FUND / ADMINISTRATIVE		1,035.56
		HEALTH, DENTAL, LIFE INSURANCE	WATER/SEWER FUND / WATER		345.19
		HEALTH, DENTAL, LIFE INSURANCE	WATER/SEWER FUND / SEWER		345.18
				CHECK TOTAL	1,725.93
10623	MORRISON FIRE DEPARTMENT	FIFTH DISTRIBUTION	FIRE PROTECTION / GENERAL		1,443.02
				CHECK TOTAL	1,443.02
10624	ODELL PUBLIC LIBRARY	FIFTH DISTRIBUTION	ODELL PUBLIC LIBRARY / GENERAL		1,857.02
				CHECK TOTAL	1,857.02
10625	WARD, MURRAY, PACE, JOHNSON PC	LEGAL SERVICE	GENERAL FUND / LEGISLATIVE		1,891.00
		LEGAL SERVICE	REVOLVING LOAN FUND / GENERAL		283.00
		LEGAL SERVICE	WATER/SEWER FUND / SEWER		572.00
				CHECK TOTAL	2,746.00
10626	EMILY FRICKENSTEIN	CUSTOMER DEPOSIT REFUND	WATER/SEWER FUND / GENERAL		13.16
				CHECK TOTAL	13.16
10627	CRYSTAL ZIGLER	DEPOSIT REFUND	WATER/SEWER FUND / GENERAL		14.96
		DEPOSIT REFUND	WATER/SEWER FUND / GENERAL		14.96
				CHECK TOTAL	29.92
10628	REBECCA GREEN	SOCCER REIMBURSEMENT	PARKS & RECREATION / GENERAL		15.00
				CHECK TOTAL	15.00
10629	JERRY LANDCASTER	DEPOSIT REFUND	WATER/SEWER FUND / GENERAL		17.76
		DEPOSIT REFUND	WATER/SEWER FUND / GENERAL		17.75
				CHECK TOTAL	35.51
10630	UnitedHealthcare of Illinois	HEALTH, DENTAL, LIFE INSURANCE	GENERAL FUND / ADMINISTRATIVE		9,320.99
		HEALTH, DENTAL, LIFE INSURANCE	WATER/SEWER FUND / WATER		3,107.00
		HEALTH, DENTAL, LIFE INSURANCE	WATER/SEWER FUND / SEWER		3,106.99
				CHECK TOTAL	15,534.98

FROM CHECK # 10621 TO CHECK # 10685

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED		AMOUNT
10631	KUNES AUTO GROUP	MAINT SERV - VEHICLE	WATER/SEWER FUND / SEWER		258.03
				CHECK TOTAL	258.03
10632	WILLIAM SEDIG	SALARIES - PART TIME	GENERAL FUND / PARKS AND REC		136.86
				CHECK TOTAL	136.86
10633	LESTER S. WEINSTINE, P.C.	LEGAL SERVICE	GENERAL FUND / LEGISLATIVE		250.00
				CHECK TOTAL	250.00
10634	Employee	DEDUCTIBLE REIMBURSEMENTS	SELF INSURED DEDUCTIBLE / GENERAL		369.00
				CHECK TOTAL	369.00
10635	Employee	DEDUCTIBLE REIMBURSEMENTS	SELF INSURED DEDUCTIBLE / GENERAL		521.76
				CHECK TOTAL	521.76
10636	Employee	DEDUCTIBLE REIMBURSEMENTS	SELF INSURED DEDUCTIBLE / GENERAL		19.52
				CHECK TOTAL	19.52
10649	KENDRA KOPHAMER	UNIFORM REIMBURSEMENT	WATER/SEWER FUND / WATER		88.32
				CHECK TOTAL	88.32
10650	AMERICAN WATER WORKS ASS'N	DUES	WATER/SEWER FUND / WATER		196.00
				CHECK TOTAL	196.00
10651	COMPANY ONE	MAINT SUPP - EQUIPMENT	WATER/SEWER FUND / WATER		56.70
				CHECK TOTAL	56.70
10652	COM ED	ACCT. #2647060019	WATER/SEWER FUND / SEWER		31.79
		ACCT. #2563566005	MOTOR FUEL TAX / GENERAL		37.62
		ACCT. #4833110075	WATER/SEWER FUND / WATER		1.50
		ACCT. #1187086032	MOTOR FUEL TAX / GENERAL		78.27
				CHECK TOTAL	149.18
10653	COMMUNICATION REVOLVING FUND	SOFTWARE/HARDWARE	GENERAL FUND / PUBLIC SAFETY		237.10
				CHECK TOTAL	237.10
10654	DIVISION OF VITAL RECORDS	STATE CC FEES	GENERAL FUND / CITY CLERK		348.00
				CHECK TOTAL	348.00

FROM CHECK # 10621 TO CHECK # 10685

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED		AMOUNT
10655	DYNEGY ENERGY SERVICES	ACCT. #2479412007	MOTOR FUEL TAX / GENERAL		98.90
		ACCT. #5439152007	MOTOR FUEL TAX / GENERAL		3,224.33
		ACCT. #0696016163-S COMPLEX	GENERAL FUND / PARKS AND REC		640.17
		ACCT. #0121168018	WATER/SEWER FUND / WATER		2,035.45
		ACCT. #0258154040	WATER/SEWER FUND / SEWER		50.45
		ACCT. #0303048160	WATER/SEWER FUND / WATER		1,041.03
		ACCT. #1818154023	WATER/SEWER FUND / SEWER		47.51
		ACCT. #2563171006	WATER/SEWER FUND / SEWER		25.95
		ACCT. #2628049072	WATER/SEWER FUND / SEWER		44.80
		ACCT. #3318098068	WATER/SEWER FUND / SEWER		947.54
		ACCT. #4263108036	WATER/SEWER FUND / SEWER		34.67
		ACCT. #6228074017	WATER/SEWER FUND / SEWER		38.03
		ACCT. #6693023000	WATER/SEWER FUND / SEWER		283.48
				CHECK TOTAL	8,512.31
10656	FIVE STAR ENTERPRISES	MAINT SUPP - EQUIPMENT	GENERAL FUND / CEMETERY		65.77
				CHECK TOTAL	65.77
10657	FRONTIER	ACCT. #8157722000	GENERAL FUND / ADMINISTRATIVE		400.73
		ACCT. #8157722000	WATER/SEWER FUND / WATER		133.58
		ACCT. #8157722000	WATER/SEWER FUND / SEWER		133.57
				CHECK TOTAL	667.88
10658	GALL'S	UNFORMS	GENERAL FUND / PUBLIC SAFETY		52.98
		UNIFORMS	GENERAL FUND / PUBLIC SAFETY		88.17
				CHECK TOTAL	141.15
10659	GATEWAY SUPPLY, LTD.	MAINT SUPP - STREETS	GENERAL FUND / STREETS		488.59
				CHECK TOTAL	488.59
10660	HD SUPPLY WATERWORKS, LTD	MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER		207.30
				CHECK TOTAL	207.30
10661	HEUSINKVELD, INC	SHIRTS	GENERAL FUND / PARKS AND REC		176.00
		SHIRTS	GENERAL FUND / PARKS AND REC		392.00
		JERSEY	GENERAL FUND / PARKS AND REC		120.00
				CHECK TOTAL	688.00

FROM CHECK # 10621 TO CHECK # 10685

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED		AMOUNT
10662	ILLINOIS MUNICIPAL LEAGUE	WORKER'S COMPENSATION	GENERAL FUND / PUBLIC SAFETY		8,690.98
		WORKER'S COMPENSATION	GENERAL FUND / PARKS AND REC		1,924.98
		WORKER'S COMPENSATION	GENERAL FUND / CEMETERY		1,486.98
		WORKER'S COMPENSATION	GENERAL FUND / ADMINISTRATIVE		411.08
		WORKER'S COMPENSATION	GENERAL FUND / STREETS		17,072.98
		WORKER'S COMPENSATION	WATER/SEWER FUND / WATER		1,719.98
		WORKER'S COMPENSATION	WATER/SEWER FUND / SEWER		2,588.98
		LIABILITY INSURANCE	GENERAL FUND / PUBLIC SAFETY		6,243.50
		LIABILITY INSURANCE	GENERAL FUND / PARKS AND REC		1,524.50
		LIABILITY INSURANCE	GENERAL FUND / CEMETERY		1,179.50
		LIABILITY INSURANCE	GENERAL FUND / ADMINISTRATIVE		3,685.70
		LIABILITY INSURANCE	GENERAL FUND / STREETS		5,499.51
		LIABILITY INSURANCE	WATER/SEWER FUND / WATER		954.51
		LIABILITY INSURANCE	WATER/SEWER FUND / SEWER		1,438.51
		GENERAL INSURANCE	GENERAL FUND / PUBLIC SAFETY		540.49
		GENERAL INSURANCE	GENERAL FUND / PARKS AND REC		2,338.49
		GENERAL INSURANCE	GENERAL FUND / CEMETERY		560.49
		GENERAL INSURANCE	GENERAL FUND / ADMINISTRATIVE		3,996.80
		GENERAL INSURANCE	GENERAL FUND / STREETS		1,871.50
		GENERAL INSURANCE	WATER/SEWER FUND / WATER		3,960.49
		GENERAL INSURANCE	WATER/SEWER FUND / SEWER		5,694.52
				CHECK TOTAL	73,384.47
10663	LECTRONICS, INC	MINOR EQUIPMENT	GENERAL FUND / PUBLIC SAFETY		262.00
				CHECK TOTAL	262.00
10664	MARTIN EQUIPMENT OF IA-IL, INC	SERVICE JD 310SJ	WATER/SEWER FUND / WATER		1,195.05
				CHECK TOTAL	1,195.05
10665	MEDIACOM	ACCT. 838488021009340	WATER/SEWER FUND / WATER		362.26
		ACCT. #8384880210090365	GENERAL FUND / ADMINISTRATIVE		42.15
		ACCT. #8384880210090365	WATER/SEWER FUND / WATER		14.05
		ACCT. #8384880210090365	WATER/SEWER FUND / SEWER		14.05
				CHECK TOTAL	432.51
10666	MORRISON TIRE CENTER	VEHICLE MAINTENANCE	GENERAL FUND / STREETS		89.00
		VEHICLE MAINTENANCE	WATER/SEWER FUND / SEWER		30.00
				CHECK TOTAL	119.00

FROM CHECK # 10621 TO CHECK # 10685

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED		AMOUNT
10667	MORRISON TRUE VALUE	ACCT 276576	WATER/SEWER FUND / SEWER		30.23
		ACCT 276576	WATER/SEWER FUND / SEWER		15.98
		ACCT 276573	GENERAL FUND / CEMETERY		22.36
		ACCT 276573	GENERAL FUND / CEMETERY		6.87
		ACCT 276572	WATER/SEWER FUND / WATER		12.70
		ACCT 276572	WATER/SEWER FUND / SEWER		14.58
				CHECK TOTAL	102.72
10668	MUNICIPAL CLERKS OF ILLINOIS	DUES	GENERAL FUND / CITY CLERK		45.00
				CHECK TOTAL	45.00
10669	NELSON'S ELECTRIC	CEMETERY POLE	GENERAL FUND / CEMETERY		201.50
		GENERATOR SERVICE	WATER/SEWER FUND / SEWER		100.00
				CHECK TOTAL	301.50
10670	NICOR GAS	ACCT. #4698932000	GENERAL FUND / STREETS		15.40
		ACCT. #2412932000	GENERAL FUND / ADMINISTRATIVE		4.21
		ACCT. #0541002000	GENERAL FUND / COMMUNITY ROOM		198.89
		ACCT. #2763854111	GENERAL FUND / ADMINISTRATIVE		27.89
		ACCT. #8365932000	WATER/SEWER FUND / WATER		52.58
				CHECK TOTAL	298.97
10671	PRAIRIE HILL RDF	SLUDGE DISPOSAL	WATER/SEWER FUND / SEWER		1,462.04
				CHECK TOTAL	1,462.04
10672	PDC LABORATORIES INC.	LAB FEES	WATER/SEWER FUND / WATER		22.00
				CHECK TOTAL	22.00
10673	QUICKSCORES	WEB SERVICES	GENERAL FUND / PARKS AND REC		29.00
				CHECK TOTAL	29.00
10674	ROCK RIVER LUMBER & GRAIN	OPERATING SUPPLIES	GENERAL FUND / CEMETERY		170.00
		LAWN SEED	GENERAL FUND / CEMETERY		170.00
				CHECK TOTAL	340.00
10675	S.B.M., INC	COPIER SERVICE	GENERAL FUND / PUBLIC SAFETY		125.02
		OFFICE SUPPLIES	GENERAL FUND / ADMINISTRATIVE		74.56
				CHECK TOTAL	199.58

FROM CHECK # 10621 TO CHECK # 10685

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED		AMOUNT
10676	RAY O'HERRON CO, INC	UNIFORMS	GENERAL FUND / PUBLIC SAFETY		135.23
				CHECK TOTAL	135.23
10677	REEVES CO. INC	UNIFORMS	GENERAL FUND / PUBLIC SAFETY		26.61
				CHECK TOTAL	26.61
10678	MID-WEST TRUCKERS ASSOC	DRUG TESTING	WATER/SEWER FUND / SEWER		670.00
				CHECK TOTAL	670.00
10679	MIDWEST METER, INC	METER TESTING/REPLACEMENT	WATER/SEWER FUND / WATER		96.53
				CHECK TOTAL	96.53
10680	MORRISON GIRLS SOFTBALL	GIRLS SB CONCESSIONS	GENERAL FUND / PARKS AND REC		1,500.00
		CONCESSIONS	GENERAL FUND / PARKS AND REC		161.00
				CHECK TOTAL	1,661.00
10681	KUNES AUTO GROUP	MAINT SERV - VEHICLE	WATER/SEWER FUND / WATER		416.42
				CHECK TOTAL	416.42
10682	SLOAN IMPLEMENT	EQUIPMENT MAINTENANCE	GENERAL FUND / PARKS AND REC		158.99
				CHECK TOTAL	158.99
10683	UNIFORM DEN, INC.	UNIFORMS	GENERAL FUND / PUBLIC SAFETY		155.30
		MINOR EQUIPMENT	GENERAL FUND / PUBLIC SAFETY		115.84
				CHECK TOTAL	271.14
10684	WILLIAM & MARY COMPUTER CENTER	COMPUTER SYSTEM MAINT&REPAIR	GENERAL FUND / ADMINISTRATIVE		17.50
		COMPUTER SYSTEM MAINT&REPAIR	WATER/SEWER FUND / WATER		78.75
		COMPUTER SYSTEM MAINT&REPAIR	WATER/SEWER FUND / SEWER		78.75
				CHECK TOTAL	175.00
10685	ZIMMER & FRANCESCON, INC.	STREET IMPROVMENTS-E WALL	MOTOR FUEL TAX / GENERAL		1,703.00
		STREET IMPROVEMENTS	MOTOR FUEL TAX / GENERAL		348.00
				CHECK TOTAL	2,051.00
				WARRANT TOTAL	120,887.72

ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION
PO BOX 5180, SPRINGFIELD, IL 62705-5180
Ph: 217-525-1220 Fax: 217-525-7438

2016 ANNUAL CONTRIBUTION: $77,613

Date: 10/26/2015

$34,314	Work Comp
$21,344	Auto Liability & Comprehensive General Liability
$ 875	Portable Equipment
$ 783	Auto Physical Damage
$20,297	Property
$77,613	**TOTAL**

Liability

MEMBER:
CITY OF MORRISON

Account #: 0382

PAYMENT OPTIONS – Please Check One Box

[X] **OPTION #1 – BEST VALUE!**
Early Pay 1% Discount

Invoice Amt:	$77,613.00
Minus 1%	$ 776.13
Total due	$76,836.87

Total due by: 11/20/15

[ ] **OPTION #3**

PAY FULL AMOUNT

Invoice Amt: $77,613.00

Total due by: 12/18/15

[ ] **OPTION #2 – Pay in Two Installments**
Early Pay 1% Discount
(Includes 1% Installment Fee)

Invoice Amt	$77,613.00
Minus 1%	$ 776.13
	$76,836.87
1% installment fee	$ 768.37
Total Invoice	$77,605.24

$38,802.62 due by : 11/20/15, and
$38,802.62 due by : 5/13/16

[ ] **OPTION #4 – Pay in Two Installments**
(Includes 1% Installment Fee)

Invoice Amt	$77,613.00
1% Installment Fee	$ 776.13
	$78,389.13

$39,194.57 due by : 12/18/15, and
$39,194.56 due by : 5/13/16

PAYMENT ENCLOSED: $ 76,836.87
- 3452.40
73,384.47

Please return this invoice with payment.

*** If you select Option 2 or Option 4 for Pay in Two Installments, please read and sign Acknowledgement below before returning invoice.**

Make Check Payable To:

IML Risk Management Association
PO Box 5180
Springfield, IL 62705-5180

On behalf of the city/town/village named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. I acknowledge and understand that the installment option is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal. I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract prior to the last day of December of the given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay the second installment when due.

RECEIPT DATE 11/18/15
APPROVED BY
ACCT. NO. See attached
CHECK NO. 106162
DATE PAID 11/10/15

Mayor/Village President or Other Municipal Officer (Please Sign) Date

RESOLUTION 15-15

A RESOLUTION ABATING THE TAX
HERETOFORE LEVIED FORTHE YEAR 2015
ON THE REAL ESTATE IDENTIFIED HEREIN,
IN THE CITY OF MORRISON, WHITESIDE COUNTY. ILLINOIS

WHEREAS, the City Council (THE "Corporate Authorities") of the City of Morrison, Whiteside County, Illinois (the "City"), provides for the abatement of the City Property Taxes for the real property, hereinafter referred to as the "Real Estate" and identified by Whiteside County Real Estate Tax ID Number as follows:

09-17-358-001

WHEREAS, pursuant to Chapter 35, of the Illinois Compiled Statutes, Act 200, Section 18-165A, the City of Morrison is entitled to abate the taxes on this property and it is in the best interest of the said City that the tax be abated as agreed.

NOW THEREFORE BE IT RESOLVED by the Mayor and the City Council of the City of Morrison, Whiteside County, Illinois, as follows:

Section 1: Abatement of Taxes. The tax heretofore levied for the year 2015, upon the real estate above identified by the Whiteside County real estate tax identification number assigned to the parcel subject to abatement is hereby abated in its entirety for the parcel so identified for the City of Morrison.

Section 2: Filing of Resolution. Forthwith upon the adoption of the resolution, the City Clerk shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2015 in accordance with the provisions hereof.

Section 3: Effective Date. This resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and signing and approval of the Mayor and attestation by the City Clerk and certification of the City Clerk.

Adopted this _____ day of _____, _____.

_____

ATTEST: Everett Pannier, Mayor

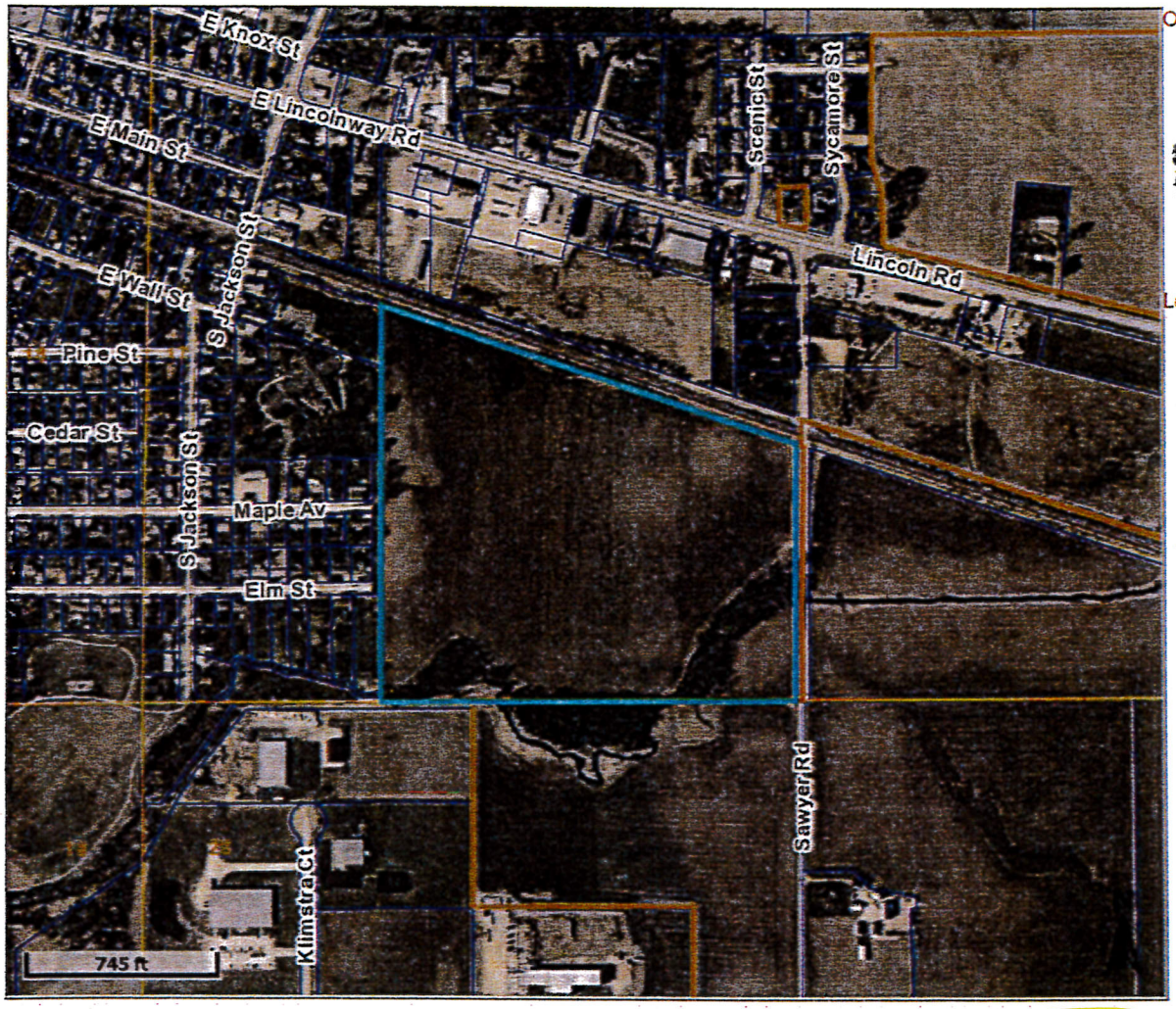
_____

Melanie T. Schroeder, City Clerk

Whiteside County, IL

beacon™

Date Created: 11/7/2014



Overview

Legend

- Corporate Limits
- Townships
- PLS Sections
- Parcels
- Road Centerlines

Parcel ID	0917358001	**Alternate ID**	n/a	**Owner Address**	DYKE JOHN C 106 E NORTH ST MORRISON IL 61270
Sec/Twp/Rng	n/a	**Class**	0021		
Property Address		**Acreage**	51.370		

District 00805

Brief Tax Description PT OF E 25.46 CHNS LYING S OF R RD SW SEC 17 TWP 21 RNG 5 36100x
(Note: Not to be used on legal documents)

Last Data Upload: 11/7/2014 1:08:23 AM

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The Schneider Corporation
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RESOLUTION 15-16

A RESOLUTION ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2015 ON THE REAL ESTATE IDENTIFIED HEREIN PURSUANT TO THE TERMS OF ANNEXATION ORDINANCE NO. 00-11 IN THE CITY OF MORRISON, WHITESIDE COUNTY. ILLINOIS

WHEREAS, the City Council (THE "Corporate Authorities") of the City of Morrison, Whiteside County, Illinois (the "City"), by Ordinance No. 00-11 adopted on May 10, 2000, did provide for the abatement of the City Property Taxes for the real property, hereinafter referred to as the "Real Estate" and identified by Whiteside County Real Estate Tax ID Numbers as follows:

09-17-251-001
09-17-276-007
09-17-176-007

WHEREAS, pursuant to Chapter 35, of the Illinois Compiled Statutes, Act 200, Section 18-165A, the City of Morrison is entitled to abate the taxes on this property and it is in the best interest of the said City that the tax be abated as agreed.

NOW THEREFORE BE IT RESOLVED by the Mayor and the City Council of the City of Morrison, Whiteside County, Illinois, as follows:

Section 1: Abatement of Taxes. The tax heretofore levied for the year 2015, upon the real estate above identified by the Whiteside County real estate tax identification numbers assigned to each parcel subject to abatement is hereby abated in its entirety for each parcel so identified for the City of Morrison.

Section 2: Filing of Resolution. Forthwith upon the adoption of the resolution, the City Clerk shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2015 in accordance with the provisions hereof.

Section 3: Effective Date. This resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and signing and approval of the Mayor and attestation by the City Clerk and certification of the City Clerk.

Adopted this _____ day of _____, _____.

_____

ATTEST: Everett Pannier, Mayor

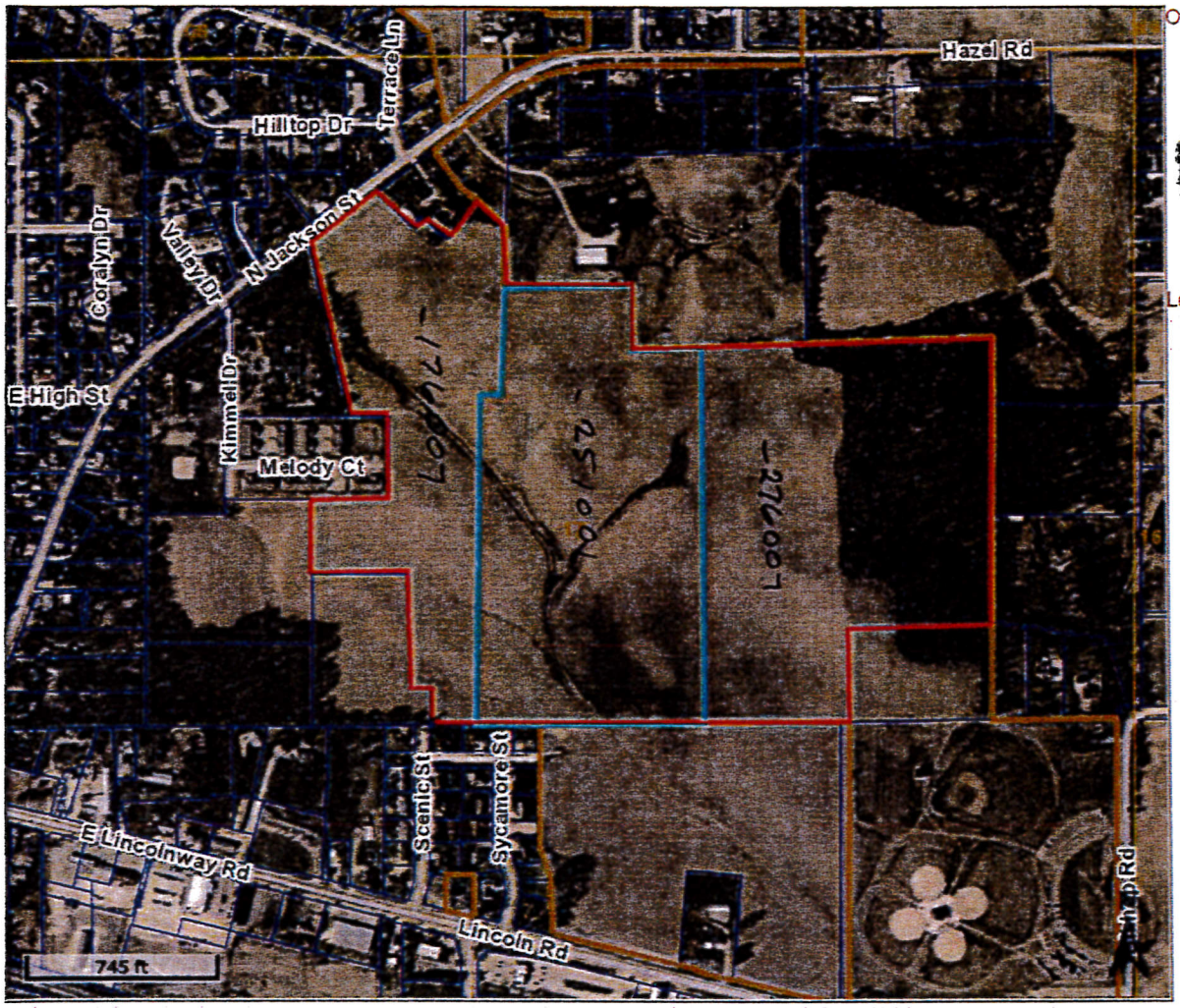
_____

Melanie T. Schroeder, City Clerk

Whiteside County, IL

beacon™

Date Created: 11/7/2014



Overview

Legend

- Corporate Limits
- Townships
- PLS Sections
- Parcels
- Road Centerlines

Parcel ID	0917251001	**Alternate ID**	n/a	**Owner Address**	WOOD MARVIN T %BARBARA BERGE 2595 E 1069TH RD OTTAWA IL 613500000
Sec/Twp/Rng	n/a	**Class**	0021		
Property Address		**Acreage**	32.830		

District 00805

Brief Tax Description PT LTS 5-7-8 AND 10 THRU 16 NE SEC 17 TWP 21 RNG 5 27600x

(Note: Not to be used on legal documents)

Last Data Upload: 11/7/2014 1:08:23 AM

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The Schneider Corporation
www.schneidercorp.com

CITY OF MORRISON

200 West Main Street
Morrison, Illinois 61270-2400
Phone: 815-772-7657
Fax: 815-772-4291
morrisonil.org

Resolution #15-17
Urging Illinois State Leaders to
Release Non-General Fund Revenues Payable to Local Governments

WHEREAS, the State of Illinois has been operating without a Fiscal Year 2016 state budget since July 1, 2015; and

WHEREAS, the absence of a budget has resulted in the state withholding over $150 million in revenue owed to municipal governments for lack of appropriation authority; and

WHEREAS, critical local services, such as road construction, maintenance, and repair will remain underfunded until state leaders take action to release local Motor Fuel Tax funds to municipalities; and

WHEREAS, many municipalities rely on state distributions of local revenue to fund their 9-1-1 service centers and, without these funds, the effectiveness of emergency services to reach citizens will be in peril; and

WHEREAS, municipal budgets and basic services will be negatively impacted without the release of local Use Tax, video gaming fees, and casino fees.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF TRUSTEES OF THE CITY OF MORRISON, IL that we call upon the Governor and General Assembly to take action to immediately release all non-general fund revenues owed to local governments. These funds include revenues from the Motor Fuel Tax, Wireless Service Emergency Fund, Use Tax, Local Government Video Gaming Distributive Fund, and casino gaming;

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor, Comptroller, Senate President, Senate Minority Leader, House Speaker, House Minority Leader, local legislators, and the Illinois Municipal League.

_____
Mayor

ATTEST:

_____
City Clerk

ORDINANCE NO. 15-18

ORDINANCE FOR THE LEVY OF TAXES FOR THE CORPORATE PURPOSES OF THE CITY OF MORRISON, WHITESIDE COUNTY, ILLINOIS, FOR THE PERIOD COMMENCING ON THE FIRST DAY OF MAY, 2016, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2017.

WHEREAS, the Illinois Municipal Code provides for and specifies procedures for adoption of an annual tax levy; and

WHEREAS, the City Council has undertaken analysis of the needs of the City of Morrison for the upcoming fiscal year; and

WHEREAS, the City Council hereby finds that it is in the best interest of the residents of the City of Morrison, and necessary for the operation of the City, to adopt the tax levy set forth below.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MORRISON, WHITESIDE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The City Council of the City of Morrison finds that the recitals set forth above are true and correct and incorporate the recitals within this Ordinance.

SECTION TWO: That the sum of $566,400 being part of the total budgeted appropriated amount heretofore legally made for the corporate purposes of the City of Morrison, which is commencing on the first day of May 2016 and ending on the thirtieth day of April, 2017, be and the same is hereby levied and assessed on all property subject to taxation within the City of Morrison according to the value of the property as assessed and equalized for state and county purposes for the current year.

SECTION THREE: The City Council finds and determines that it is in the best interest of the City of Morrison to levy taxes in the aggregate specified amounts identified in Section TWO, and therefore levies that aggregate amount and identified by the following specific sums encompassing the aggregate levy for the fiscal year ending April 30, 2017:

Tax Levy Summary

General Corporate Tax		132,900	(65 ILCS 5/8-3-1)
IMRF		40,000	(40 ILCS 5/7-172 & 173)
Fire Protection		65,000	(65 ILCS 5/11-7-1)
Police Protection		39,850	(65 ILCS 5/11-1-3)
Library Tax		79,750	(75 ILCS 5/3-1)
Audit		30,000	(65 ILCS 5/8-8-8)
Library Building & Maintenance Tax		10,700	(75 ILCS 5/3-1)
Social Security		45,000	(40 ILCS 5/21-110)
Street Lighting Tax		26,700	(70 ILCS 3305/9)
Insurance		96,500	(745 ILCS 10/9-107)
Total	$	566,400	

DRAFT

SECTION FOUR: This ordinance shall be in full force and effect from and after its passage approval and publication as required by law.

SECTION FIVE: The City Clerk is hereby directed to publish this Ordinance in pamphlet form and to Certify and file this Ordinance with the County Clerk of Whiteside County on or before the time required by law.

Passed by the Mayor and City Council of the City of Morrison, Whiteside County, Illinois on this _____ day of December, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK

DRAFT

10/28/2015 02:13:02 PM

Tax Year: 2015

VMSN - MORRISON CITY

Assessor Estimated EAV Report by Tax District
Whiteside County

Totals	
Board of Review Abstract	65,764,538
- Exemptions	11,440,311
- Under Assessed	0
+ State Assessed	206,018
Total EAV	54,530,245
- Tif Increment / Ezone	1,369,038
Rate Setting EAV	53,161,207

New Construction	
Commercial	3,210,315
Farm	0
Industrial	0
Local Rail Road	0
Mineral	0
Residential	69,533
Total	3,279,848

Exemption Category	Commercial		Farm		Industrial		Local Rail Road		Mineral		Residential		State Rail Road		Totals	
	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count	Value	Count
Parcel Count		207		21		22		0		0		1,781		0		2,031
Board of Review Abstract	12,612,062		243,537		2,431,348		0		0		50,477,591		0		65,764,538	
- Home Improvement	0	0	0	0	0	0	0	0	0	0	185,562	29	0	0	185,562	29
- Veteran's	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
+ State Assessed	0		0		0		0		0		0		206,018		206,018	
= EAV	**12,612,062**	**0**	**243,537**	**0**	**2,431,348**	**0**	**0**	**0**	**0**	**0**	**50,292,029**	**29**	**206,018**	**0**	**65,784,994**	**29**
- Senior Assessment Freeze	0	0	0	0	0	0	0	0	0	0	1,066,967	151	0	0	1,066,967	151
- Owner Occupied	18,000	3	6,000	1	0	0	0	0	0	0	7,652,575	1,278	0	0	7,676,575	1,282
- Senior Citizen's	5,000	1	0	0	0	0	0	0	0	0	2,371,200	477	0	0	2,376,200	478
- Disabled Person	0	0	0	0	0	0	0	0	0	0	70,000	35	0	0	70,000	35
- Disabled Veteran	0	0	0	0	0	0	0	0	0	0	5,000	1	0	0	5,000	1
- Returning Veteran	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Natural Disaster	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Fraternal Freeze	57,542	3	0	0	0	0	0	0	0	0	0	0	0	0	57,542	3
- Vet Freeze	2,465	1	0	0	0	0	0	0	0	0	0	0	0	0	2,465	1
- Under Assessed	0		0		0		0		0		0		0		0	0
- E-Zone	1,227,812	10	0	0	141,226	2	0	0	0	0	0	0	0	0	1,369,038	12
- TIF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
- Drainage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
= Taxable Value	**11,301,243**		**237,537**		**2,290,122**		**0**		**0**		**39,126,287**		**206,018**		**53,161,207**	

2014 — $49,800,188

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ORDINANCE NO. 15-19

AN ORDINANCE ACCEPTING EASEMENT FROM LAJIM, LLC, AND AUTHORIZING EXECUTION OF DOCUMENTS CONFIRMING SAME

WHEREAS, the City will be undertaking construction of a new Waste Water Treatment Plant, which plant will require an easement from LAJIM, LLC, and

WHEREAS, the City Council desires to accept the Easement signed and tendered by LAJIM, LLC and authorize execution of any necessary documents confirming the same.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Morrison, Illinois, as follows:

SECTION 1. The Easement from LAJIM, LLC, a copy of which is attached as Exhibit A is accepted and approved. The Clerk is directed, after receipt of a signed Agreement, to record the Easement, at the earliest convenient opportunity.

SECTION 2. The Mayor is authorized to execute all documents necessary to confirm receipt and recording of the easement.

SECTION 3. Be it further resolved that all Ordinance and parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 4. Be it further resolved that this Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

SECTION 5. This Ordinance is read and approved this _____ day of November, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

EASEMENT FOR UTILITIES

KNOW ALL MEN BY
THESE PRESENTS, that LAJIM, LLC, an Illinois limited liability company, 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 Northeast 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 Southeast corner of said Northeast Quarter of Section 13; thence North 89 degrees 58 minutes 34 seconds West (assumed bearing) on and along the South line of said Northeast 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 North 45 degrees 34 minutes 30 seconds West on and along named centerline a distance of 82.10 feet; thence North 54 degrees 22 minutes 00 seconds West on and along last named centerline a distance of 377.09 feet to a point at station 100+00.00 along said centerline and being the Point of Terminus. Heretofore said Utility easement is twenty (20) feet wide.

PIN: 08-13-282-001

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: 08-13-282-001

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.

Grantor and Grantor's 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 Grantor shall not 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; that suitable topsoil will be placed over the top pf the excavation suitable for the propagation of grass; that grass substantially similar to that which is on the property immediately adjacent to the excavation area shall be planted with reasonable husbandry; that the ground will be left in substantially the same condition that existed before said UTILITY facility was laid; that 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 Grantor or its members, agents, guests or invitees except as set forth below; causing no damage to the buildings or improvements of the Grantor of said Easement nor interfering with or removing the support of the same; that it will save the Grantor harmless from any and all loss or damage the Grantor 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.

The Grantee agrees to construct and lay the UTILITY facility (the "Work") after October 16, 2016, and prior to April 1, 2017. Grantee agrees to use reasonable efforts to finalize the Work by the end of March 2017; however, this date may be extended as necessary if Grantee is unable to complete the Work by that date for reasons beyond the reasonable control of Grantee. Grantee also agrees to minimize interference with Grantor, its members, agents, guests and invitees.

Grantor recognizes and agrees that the construction and installation of the UTILITY facility may cause some interference with Grantor's agents, guests and invitees.

Dated this ____ day of _____ A.D. 2015.

LAJIM LLC, an Illinois limited liability corporation

By:_____
Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____ a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____, as _____ of LAJIM LLC, an Illinois limited liability company, on behalf of said limited liability company, 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/she 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 _____ day of _____ A.D., 2015.

_____
Notary Public

Prepared by and Return to:

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

DCH/krb

RESOLUTION NO. 15-18

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT AGREEMENT WITH LAJIM, LLC. RESOLVING WATER RUN-OFF CLAIMS

WHEREAS, LaJim, LLC., is a member managed Illinois Limited Liability Company that operates a golf course within the limits of the City of Morrison; and

WHEREAS, LaJim, LLC. has, over a period of time, repeatedly alleged that actions of the City by the operation of its stormwater management system have increased and/or exasperated water infiltration, run-off, and/or flowage onto the property known as the Prairie Ridge Golf Course; and

WHEREAS, the City has expressly denied that any action or conduct on its part, or its agents part, has accelerated, aggravated and/or exasperated any water flowage on the property owned by LaJim, LLC. and commonly known as the Prairie Ridge Golf Course; and

WHEREAS, Corporate Authorities of the City believe it to be in the best interests of the City, to settle all disputes between the City and LaJim, LLC., so as to avoid the cost and inconvenience of litigation; and

WHEREAS, the corporate authorities of the City are authorized pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., to settle disputes and/or allegations asserting liability against the City; and

WHEREAS, the Members of the City Council find that it is in the best interests of the City and its citizens to authorize the Mayor to execute the Settlement Agreement with LaJim, LLC., a copy of which is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MORRISON, ILLINOIS AS FOLLOW:

SECTION 1. The Mayor and the City Clerk are authorized to execute the Settlement Agreement with LaJim, LLC., in substantially the same form as reflected on attached Exhibit A.

SECTION 2. Payment to LaJim, LLC. in the aggregate amount of $12,500.00 is hereby approved.

SECTION 3. Be it further resolved that the City hereby finds that all other recitals contained in the preambles to this Resolution are full, true and correct and does hereby incorporate them into this Resolution by reference.

SECTION 4. Be it further resolved that all Resolutions and parts of Resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 5. Be it further resolved that this Resolution shall be in full force and effect from and after its passage and approval, and publication as required by law.

SECTION 6. This Resolution read and approved this _____ day of _____, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into this _____ day of November, 2015, by and between LAJIM, LLC, a Member Managed Illinois limited liability company ("LAJIM"), and the CITY OF MORRISON, a municipal corporation ("City").

WHEREAS, LAJIM has alleged that actions of the City have increased and/or exacerbated water infiltration and/or flowage onto property commonly known as the Prairie Ridge Golf Course owned by it; and

WHEREAS, the City expressly denies that any action or conduct on its part has accelerated, aggravated and/or exacerbated any water flowage onto property owned by LAJIM; and

WHEREAS, LAJIM and the City desire to settle all disputes between them, including, but not limited to, allegations by LAJIM regarding water infiltration and/or flowage and seek to avoid the cost and inconvenience of litigation,

NOW, THEREFORE, in consideration of the mutual promises as set forth herein and the parties' intention to be mutually and legally bound hereby, LAJIM and the City covenant and agree as follows:

1. Payment/Consideration. The City agrees to remit the aggregate payment of $12,500.00 to LAJIM. Payment shall be by a single check issued to LAJIM. LAJIM acknowledges that a 1099 will be issued for the 2015 tax year and agrees to provide its tax ID number to facilitate the same.

2. Release. LAJIM's general release of all claims against the City:

a. In consideration of the parties' mutual agreement to settle the claims alleged by LAJIM, LAJIM agrees, on its behalf as well as its successors, assignees, and all future owners of the subject parcels (legally described on Ex. A attached hereto), to release and forever discharge the City and its affiliates, council members, administrators, agents, attorneys, and employees (in both their official and personal capacities) from any and all civil causes of action, claims, demands whatsoever, whether known or unknown at law or in equity before any agency or commission of local, state or federal governments that LAJIM has ever had, now has, or may in the future have, on account of or by reason of any event

occurring up to and including the date of this agreement, arising out of water management, filtration, flowage, and the violation of any ordinance, state law and/or federal law as a result thereof related to the subject parcels.

b. LAJIM further covenants and agrees to not institute any suit, complaint, proceeding or any action of any kind at law, in equity, or otherwise in any court or before any administrative agency of either the United States, the State of Illinois, county or municipality thereof, against the released parties arising from any events occurring prior to execution of this agreement, or that may arise subsequent to the execution of release agreement where related to water flowage, water and filtration, or operation of the City storm water management system related to the subject parcels. The covenants and agreements herein contained shall exist by perpetuity and shall run with the land.

c. Delivery of this executed agreement shall be made as follows:

1. By mail to Morrison's City Attorney:

Timothy B. Zollinger
Ward, Murray, Pace & Johnson, P.C.
202 E. 5th Street
P.O. Box 400
Sterling, IL 61081-0400

2. By mail to Attorney for LAJIM:

Gary R. Gehlbach
Ehrmann, Gehlbach, Badger, Lee & Considine, LLC
215 E. First Street
Suite 100
Dixon, IL 61021

d. No admission of liability. It is expressly understood and agreed between the parties that by entering into this agreement, the City and released parties and each of them, admit no violation of any federal, state or local statute or ordinance, nor have they acted negligently or in violation of any law related to the operation of its storm water management system, or interfered with increased or exacerbated water flowage onto property owned by LAJIM.

3. Miscellaneous.

a. LAJIM represents and certifies that it has carefully read and fully understands all of the provisions and effects of the agreement, and has had an opportunity to thoroughly discuss all aspects of the agreement with an attorney of its choice, that it is voluntarily entering into the Agreement, and that neither the released parties nor their attorneys made any representation concerning the terms or effects of the agreement other than those contained herein.

b. In the event litigation is ever necessary to enforce the Agreement, the prevailing party (as determined by the adjudication) shall be entitled to recover from the other its reasonable attorney fees and

costs incurred in connection with that litigation, the preparation thereof, and all preliminary matters preceding such litigation.

c. The agreement shall in all respects be interpreted, enforced and governed under the laws of the State of Illinois and shall be construed to run with the land.

d. The agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

e. The agreement may be executed in separate counterparts (including by means of facsimile or electronic mail), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

4. Recording. LAJIM acknowledges and authorizes the recording of a copy of this agreement, in the office of the Whiteside County Recorder in the discretion of the City.

LAJIM, LLC

By_____

SUBSCRIBED AND SWORN to before me this _____ day of November, 2015.

_____
Notary Public

CITY OF MORRISON

By_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. 15-19

RESOLUTION AUTHORIZING DECLARATION OF DEFAULT AND SALE OF LOT #1 OF SUNRISE ADDITON TO NEXT HIGHEST BIDDER

WHEREAS, the Mayor and City Council of the City (collectively, the "Corporate Authorities") previously reviewed the needs of the City with reference to the Property and carefully studied the needs related to the contemplated new wastewater treatment facility; and

WHEREAS, Section 11-76-2 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) authorizes the City to sell surplus real estate on such terms as may be in the best interests of the City, upon vote of ¾ of the corporate authorities then holding office, after advertising and soliciting for bids; and

WHEREAS, the Corporate Authorities advertized and solicited bids for the sale of Lots 1 and 2 of the Sunrise Addition and pursuant to prior Resolution previously authorized sale of Lot #1 to Chris Murrison, as representing the highest responsible bidder for acquisition of the described property; and

WHEREAS, effective November 4, 2015, Chris Murrison was notified of default due to his inability to complete closing of this purchase of the real estate; and

WHEREAS, based on Murrison's inability to complete purchase the City Council desires to proceed with sale to the next highest bidder, Curt Workman.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Morrison, Whiteside County, Illinois as follows:

SECTION 1: The preambles to this Resolution are true and correct and are hereby incorporated in this Section 1 as if fully set forth herein.

SECTION 2: Based on notification of default and inability of Chris Murrison to proceed with closing of the real estate, default is declared and authorization of sale to Murrison is withdrawn.

SECTION 3: The Corporate Authorities of the City hereby declare and find that sale of Lot #1 of the Sunrise Addition (more fully described in Exhibit A) to Curt Workman, the individual submitting the next highest responsible bid for acquisition of the described property, is in the best interests of the City.

SECTION 4: Sale of Lot #1 of the Sunrise Addition to Curt Workman is authorized. Workman shall, at his earliest opportunity sign a contract in substantially the form attached as Exhibit B.

SECTION 5: Upon Chris Murrison's acknowledgment of default, the Mayor and City Clerk are authorized to execute all documents necessary to complete sale of the Lot #1 of the

Sunrise Addition, as more fully described in Exhibit A, to Curt Workman, including but not limited to execution of the real estate contact and all real estate closing documents.

SECTION 6: The provisions and sections of this Resolution shall be deemed to be separable, and the invalidity of any portion of this Resolution shall not affect the validity of the remainder.

SECTION 7: All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 8: In addition to the City Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 9: This Resolution shall be in full force and effect from and after its passage and approval, and publication as required by law.

Passed by the Mayor and the City Council of the City of Morrison on the ____ day of _____, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LOT 1, in SUNRISE ADDITION, being a subdivision of part of the Northeast Quarter of Section 19, Township 21 North, Range 5 East of the Fourth Principal Meridian, in the City of Morrison, County of Whiteside, State of Illinois, as shown on the plat thereof recorded in the Whiteside County Recorder's office as Document No. 2015-03818.

PIN: 09-19-251-009

Exhibit B

(attach contract)

CASH SALE REAL ESTATE CONTRACT

ARTICLES OF AGREEMENT entered into this _____ day of November, 2015, by and between the CITY OF MORRISON, a municipal corporation, (hereinafter referred to as "Seller"), and CURT WORKMAN, whose address is 511 E. Main St, Morrison, Illinois 61270 (hereinafter referred to as "Buyer").

1. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller at the price of Eighty-five thousand and 00/100 DOLLARS ($85,000) the real estate commonly known as Lot 1 of the Sunrise Addition described as follows, to-wit ("Real Estate"):

LOT 1, in SUNRISE ADDITION, being a subdivision of part of the Northeast Quarter of Section 19, Township 21 North, Range 5 East of the Fourth Principal Meridian, in the City of Morrison, County of Whiteside, State of Illinois, as shown on the plat thereof recorded in the Whiteside County Recorder's office as Document No. 2015-03818.

PIN: 09-19-251-009

commonly known as Lot 1 of the Sunrise Addition.

subject to taxes for the year 2015 and all subsequent years, which Buyer assumes and agrees to pay and subject to any and all existing rights-of-way for public highways, utilities and drainage and subject to all existing easements, covenants, restrictions and reservations of record.

2. Buyer has, or will, paid a down-payment of $1,000.00 to the trust account at Ward, Murray, Pace & Johnson, P.C. after submission of the successful bid to purchase the Real Estate. Buyer shall pay the remainder of the purchase price at closing, upon delivery of a good, sufficient and legally recordable warranty deed conveying the Real Estate to Buyer subject only to the provisions herein stated.

3. Seller shall furnish to Buyer, a guarantee policy of title insurance in the amount of the purchase price in form of "American Title Association Owner's Policy, Standard Form A, 1992," or better, with only the usual exceptions. If such policy is requested, it shall be at Buyer's expense.

4. Seller shall prepare, execute and deliver to Buyer the real estate transfer declaration of the Illinois Department of Revenue and pay any transfer tax. Seller shall prepare, execute, and deliver any additional documents or affidavits reasonably required by the Whiteside County Recorder of Deeds.

5. Possession shall be given at closing, which date shall be no later than sixty (60) days from the date of execution of this Agreement.

6. Delivery of the deed and payment of the purchase price shall be at the offices of the title company, if title insurance is provided, or at such other place as the parties may agree upon in writing. Any title company closing fee (as distinct from its charges for title insurance and searches) shall be paid by Buyer.

7. It is mutually agreed that the time of payment shall be of the essence of this Agreement and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.

8. This Agreement becomes binding when signed by all parties or when all parties have signed a duplicate counterpart. All previous agreements between the parties pertaining to the Real Estate, if any, are hereby cancelled.

9. SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING IN ANY WAY TO THE REAL ESTATE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THE ENVIRONMENTAL CONDITION OF THE REAL ESTATE AND ANY BUILDING, THE REAL ESTATE AND BUILDING ARE BEING SOLD "AS IS" AND WITH ALL FAULTS. BUYER AGREES TO ACCEPT POSSESSION OF THE REAL ESTATE AND BUILDING IN AN "AS IS" CONDITION.

10. In the event of default under this Agreement by Buyer, Seller shall be entitled to any and all remedies at law or in equity, including specific performance. If Seller institutes any suit or action to enforce any of the terms of this Agreement, Seller shall be entitled to recover reasonable attorneys' fees in connection therewith, including but not limited to attorneys' fees for bankruptcy proceedings, appeals and any anticipated post-judgment collection, the cost of searching public records and obtaining title reports. Buyer shall also pay Seller's court costs, in addition to all other sums provided by law.

11. Buyer agrees to purchase the Real Estate subject to the Seller retaining drainage, flowage and access easements, which rights, if any, shall be set forth in the form of deed provided. Buyer further agrees, to the extent necessary, to execute any such similar easements as may be needed consistent with the construction of the Seller's new wastewater treatment plant.

12. Buyer acknowledges receipt, by Buyer or Buyer's agent, of all announcements and disclosures concerning the Real Estate made by Seller at time of bid opening.

13. Buyer agrees and acknowledges that the sale of the property is contingent upon receipt by the City of acknowledgement of default from the prior potential purchaser Chris Murrison.

[*Signatures on following page*]

SIGNATURES TO CASH SALE REAL ESTATE CONTRACT
DATED _____, 2015

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SELLER:

CITY OF MORRISON, a municipal corporation

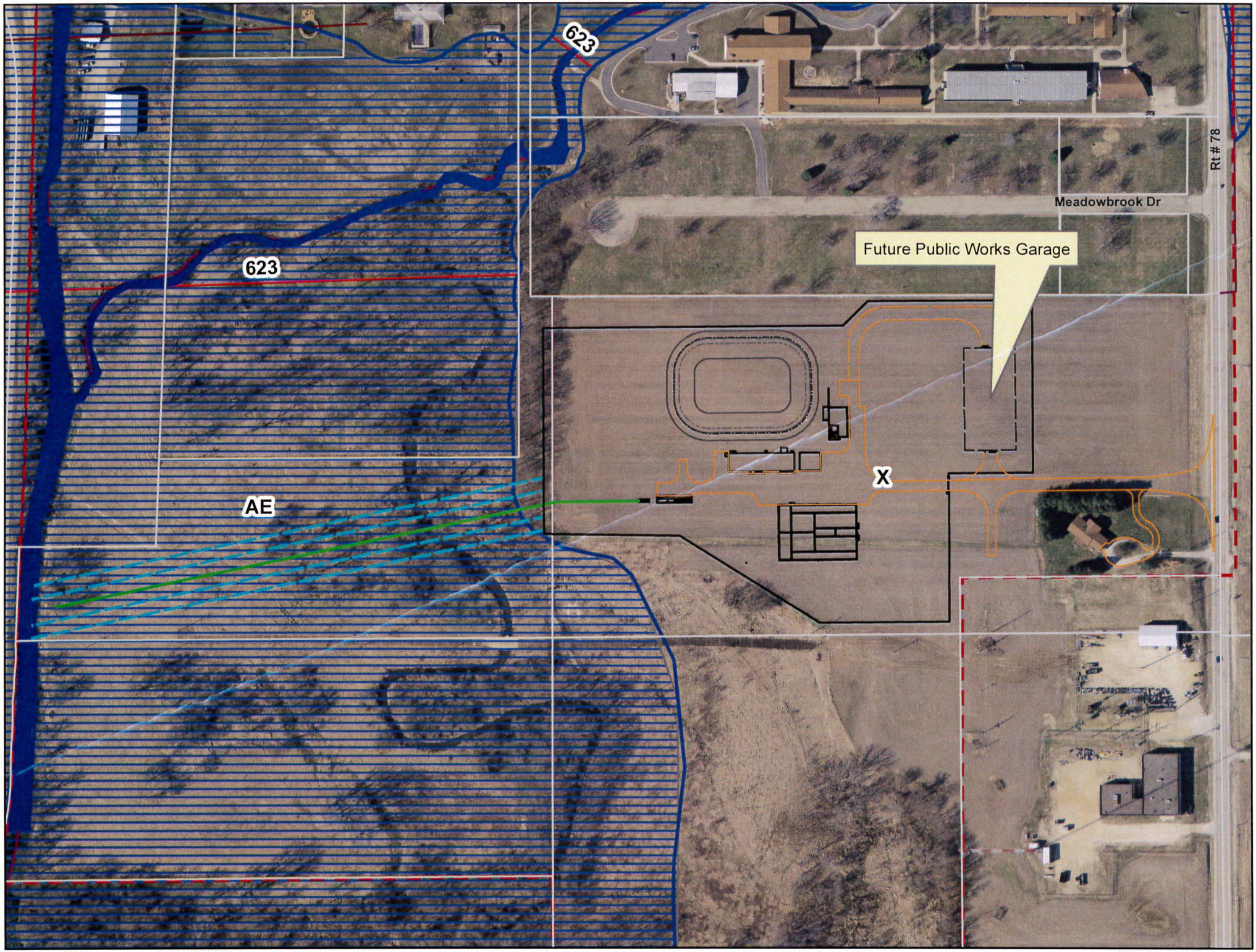
By_____
Mayor

ATTEST:

By_____
City Clerk

BUYER:

_____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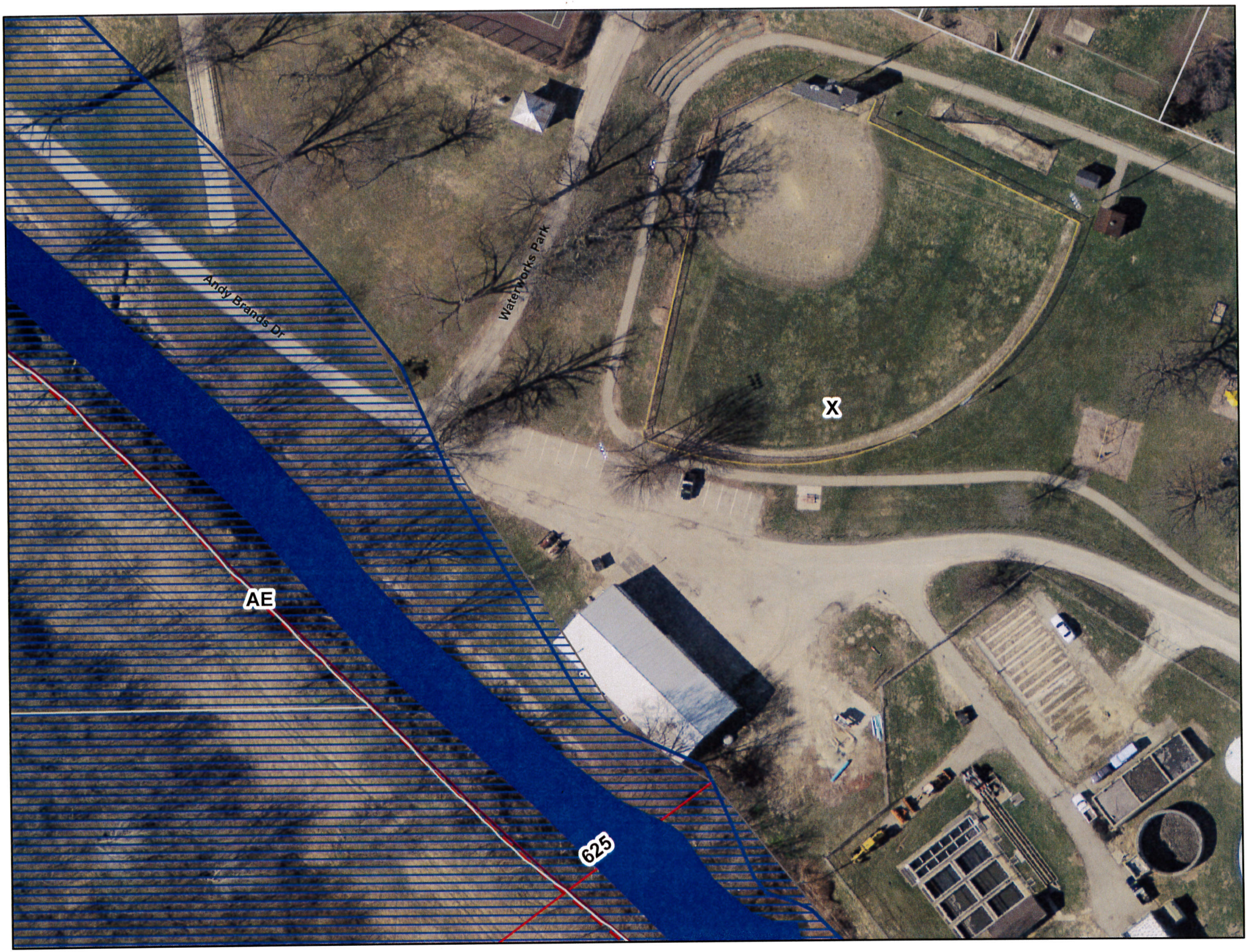
Waterworks Park
Andy Brands Dr
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AE
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MORRISON STREET DEPT