

CITY OF MORRISON COUNCIL MEETING
Whiteside County Board Room, 400 N. Cherry St., Morrison, IL

April 11, 2016 ♦ 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. March 28, 2016 Regular Session Minutes (att)
 - 2. March 30, 2016 Budget Session Minutes (att)
 - 3. April 1, 2016 Special Session Minutes (att)
 - 4. Bills Payable (att)
 - 5. Application for Payment #4/Request for Loan Disbursement #5 – Waste Water Treatment Plant (att)
 - 6. Approval of Bid – Cemetery Mowers
 - 7. 2016 Street Seal Coat Program (att)
 - 8. Resolution #16-06 – Maintenance of Streets & Highways (att)
 - 9. Appointment of Ward 1 Alderman, Kenney Mahaffey
- VII. SWEAR IN ALDERMAN MAHAFFEY
- VIII. ITEMS REMOVED FROM CONSENT AGENDA (FOR DISCUSSION AND POSSIBLE ACTION)
- IX. ITEMS FOR CONSIDERATION AND POSSIBLE ACTION
 - 1. Preliminary Fiscal 2016-2017 Budget (att)
 - 2. Resolution #16-05 – Leachate Agreements (att)
- X. OTHER ITEMS FOR CONSIDERATION, DISCUSSION & INFORMATION
- XI. ADJOURNMENT

Memo to: Mr. Gary Tresenriter - Director of Public Works From: Fehr Graham
Subject: Engineering Report - March 2016 Date: April 7, 2016

- A. Waste Water Treatment Plant (WWTP):**
Progress & Coordination Meetings were held onsite on March 10th and March 24th. Standard topics included project safety, submittals, contractor coordination, progress, and monthly schedules. Construction work for the month included the forming and pouring of the lower level concrete floor and walls for the control building, forming and placing rebar in the aero-mod, and earthwork grading. Submittals from Leander Construction continue to be reviewed and processed as necessary. The preliminary schedule provided by Leander Construction has a final construction completion date of August 2017.
- B. Genesee Avenue Pump Station:**
The Genesee Avenue Pump Station project has been approved by the IEPA and will be advertised for bids on April 1st in a bid package including the Waterworks Park Pump Station and Collection Sewers. The bid opening for the project will be on May 19th.
- C. Waterworks Park Pump Station and Collection Sewers:**
The Waterworks Park Pump Station and Collection Sewer project has been approved by the IEPA and will be advertised for bids on April 1st in a bid package including the Genesee Avenue Pump Station. The bid opening for the project will be on May 19th.
- 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. 2016 Street Project:**
Wall Street from the west side of Hall Street to the west side of Cherry Street will be advertised for bid on April 6th. The project includes grinding the existing pavement surface, patching approximately 10% of the pavement, and overlaying with hot-mix. Curb ramps for sidewalks will also be included. The bid opening for the project will be on April 20th.
- F. 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

O:\Morrison, City of\12-212\Monthly Reports\SLO_12-212_March 2016_Eng_Report.docx

The Morrison City Council met in Regular Session on March 28, 2016 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, Harvey Zuidema, Mick Welding, Curt Bender, Vernon Tervelt, Dave Helms and Arlyn Deets.

Other City Officials present included: City Administrator Barry Dykhuizen, Chief of Police Brian Melton and City Treasurer Evan Haag.

There was no public comment.

Mayor Pannier presented a plaque of appreciation to Michael Blean, who resigned as Ward 1 Alderman. All congratulated Michael and thanked him for his service.

CA Dykhuizen stated that a meeting with Speer Financial will be held on April 1 at 9 a.m. A special meeting of the Council will be called so all can hear the presentation.

Mayor Pannier stated that the IDNR is still working on the dam permit.

Alderman Deets moved to approve the Consent Agenda, which consisted of the following: March 14, 2016 Regular Session Minutes and Bills Payable, seconded by Alderman Helms. On a roll call vote of 7 ayes (Zuidema, Welding, Bender, Tervelt, Helms, Deets, Eizenga) and 0 nays, the motion carried.

Item for Consideration and Possible Action:

- 1) Alderman Blean moved to approve to adopt Ordinance #16-04 – Amend Fee Schedule as it relates to the Community Room rental/deposit fees, seconded by Alderman Eizenga. On a roll call vote of 7 ayes (Welding, Bender, Tervelt, Helms, Deets, Eizenga, Zuidema) and 0 nays, the motion carried.

Other Items for Consideration, Discussion & Information:

- 1) Mayor Pannier reported the following: the waste water treatment plant construction is 2 weeks ahead of time and he handed out a bio of a Ward 1 Alderman candidate.

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

Meeting adjourned the meeting at 7:18 p.m.

Approved:

Everett Pannier, Mayor

Melanie T. Schroeder, City Clerk

STATE OF ILLINOIS
COUNTY OF WHITESIDE
CITY OF MORRISON
OFFICIAL PROCEEDINGS

March 30, 2016

The Morrison City Council met in Special Session on March 30, 2016 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, Mick Welding, Curt Bender, Vern Tervelt, Dave Helms, Arlyn Deets. Alderman Harvey Zuidema was absent and Ward 1 Alderman position has a vacancy.

There was no public comment.

Alderman Eizenga moved to approve the Fiscal 2017 Health Insurance Agreement with United Healthcare of the River Valley, seconded by Alderman Bender. On a roll call vote of 6 ayes (Welding, Bender, Tervelt, Helms, Deets, Eizenga) and 0 nays, the motion carried.

The Council reviewed and discussed City finances leading up to the 2016-2017 Fiscal Budget.

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

Mayor Pannier adjourned the meeting at 7:50 p.m.

Approved:

Everett Pannier, Mayor

Melanie T. Schroeder, City Clerk

STATE OF ILLINOIS
COUNTY OF WHITESIDE
CITY OF MORRISON
OFFICIAL PROCEEDINGS

April 1, 2016

The Morrison City Council met in Special Session on April 1, 2016 at 9:00 a.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, Mick Welding, Curt Bender, Vernon Tervelt, Dave Helms and Arlyn Deets. Alderman Harvey Zuidema was absent and Ward 1 Alderman position has a vacancy.

There was no public comment.

Items for Consideration, Discussion & Information:

- 1) Council reviewed the possibility of refinancing debt.

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

Meeting adjourned the meeting at 9:55 a.m.

Approved:

Everett Pannier, Mayor

Melanie T. Schroeder, City Clerk

Memo

To: Mayor and Council
From: Melanie Schroeder, City Clerk/Collector
Date: 4/7/2016
Re: Bills Payable

The Bills Payable lists are in the amount of **\$188,120.72**.

Pre-paid checks are #11281-11291.

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

FROM CHECK # 11281 TO CHECK # 11335

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
11281	LEANDER CONSTRUCTION, INC	WTP CONSTRUCTION	WASTE WATER TREATMENT PLANT / GENERAL	137,247.81
			CHECK TOTAL	137,247.81
11282	<i>Employer</i>	DEDUCTIBLE REIMBURSEMENTS	SELF INSURED DEDUCTIBLE / GENERAL	68.80
			CHECK TOTAL	68.80
11283	FEHR-GRAHAM & ASSOCIATES	WTP/IEPA LOAN ADMINISTRATION	WASTE WATER TREATMENT PLANT / GENERAL	120.00
			CHECK TOTAL	120.00
11284	FRONTIER	ACCT. #8157722000	GENERAL FUND / ADMINISTRATIVE	402.60
		ACCT. #8157722000	WATER/SEWER FUND / WATER	134.20
		ACCT. #8157722000	WATER/SEWER FUND / SEWER	134.19
			CHECK TOTAL	670.99
11285	KENDRA KOPHAMER	MONTHLY CLEANING @ CITY HALL	GENERAL FUND / ADMINISTRATIVE	306.60
			CHECK TOTAL	306.60
11286	MEDIACOM	ACCT. #8384880210090340	GENERAL FUND / ADMINISTRATIVE	149.76
		ACCT. #8384880210090340	WATER/SEWER FUND / WATER	49.92
		ACCT. #8384880210090340	WATER/SEWER FUND / SEWER	49.92
			CHECK TOTAL	249.60
11287	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
11288	PETTY CASH - CITY	AUTO FUEL/OIL	GENERAL FUND / PUBLIC SAFETY	20.43
		CDL-D MILNES	GENERAL FUND / CEMETERY	65.00
			CHECK TOTAL	85.43
11289	POSTMASTER	UTILITY BILL POSTAGE	WATER/SEWER FUND / WATER	52.50
		UTILITY BILL POSTAGE	WATER/SEWER FUND / SEWER	52.50
			CHECK TOTAL	105.00
11290	WHITESIDE COUNTY SWCD	TREES	COMMUNITY LANDSCAPING IMP FUND / GENERAL	5,082.00
			CHECK TOTAL	5,082.00

FROM CHECK # 11281 TO CHECK # 11335

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
11291	UnitedHealthcare of Illinois	HEALTH, DENTAL, LIFE INSURANCE	GENERAL FUND / ADMINISTRATIVE	9,579.41
		HEALTH, DENTAL, LIFE INSURANCE	WATER/SEWER FUND / WATER	3,193.14
		HEALTH, DENTAL, LIFE INSURANCE	WATER/SEWER FUND / SEWER	3,193.13
			CHECK TOTAL	15,965.68
11303	BOGOTT PLUMBING, INC.	RR WRK @ COMM ROOM	GENERAL FUND / COMMUNITY ROOM	164.23
			CHECK TOTAL	164.23
11304	CARGILL INC. SALT DIVISION	SALT	MOTOR FUEL TAX / GENERAL	1,705.79
		SALT	MOTOR FUEL TAX / GENERAL	3,403.55
			CHECK TOTAL	5,109.34
11305	COM ED	ACCT. #7534060008	STREET LIGHTING FUND / GENERAL	32.31
		ACCT. #4833110075	WATER/SEWER FUND / WATER	1.86
		ACCT. #2563566005	STREET LIGHTING FUND / GENERAL	36.26
			CHECK TOTAL	70.43
11306	COMMUNICATION REVOLVING FUND	SOFTWARE/HARDWARE	GENERAL FUND / PUBLIC SAFETY	237.10
			CHECK TOTAL	237.10
11307	DIVISION OF VITAL RECORDS	STATE CC FEES	GENERAL FUND / CITY CLERK	396.00
			CHECK TOTAL	396.00
11308	DYNEGY ENERGY SERVICES	ACCT. #1187086032	STREET LIGHTING FUND / GENERAL	293.62
		ACCT. #2479412007	STREET LIGHTING FUND / GENERAL	33.06
		ACCT. #4168083069	STREET LIGHTING FUND / GENERAL	61.33
		ACCT. #01211168018	WATER/SEWER FUND / WATER	1,913.52
		ACCT. #0258154040	WATER/SEWER FUND / SEWER	53.22
		ACCT. #0303048160	WATER/SEWER FUND / WATER	1,170.13
		ACCT. #1818154023	WATER/SEWER FUND / SEWER	65.45
		ACCT. #2563171006	WATER/SEWER FUND / SEWER	24.58
		ACCT. #2628049072	WATER/SEWER FUND / SEWER	41.87
		ACCT. #3180980068	WATER/SEWER FUND / SEWER	1,176.73
		ACCT. #4263108036	WATER/SEWER FUND / SEWER	48.47
		ACCT. #6228074017	WATER/SEWER FUND / SEWER	39.51
		ACCT. #6693023000	WATER/SEWER FUND / SEWER	468.93
			CHECK TOTAL	5,390.42

FROM CHECK # 11281 TO CHECK # 11335

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
11309	FIVE STAR ENTERPRISES	MAINT SERV - EQUIPMENT	GENERAL FUND / CEMETERY	81.40
			CHECK TOTAL	81.40
11310	GATEWAY SUPPLY, LTD.	T PAPER/TOWELS/G BAGS ETC	GENERAL FUND / PARKS AND REC	235.05
			CHECK TOTAL	235.05
11311	HD SUPPLY WATERWORKS, LTD	AMR TOUCHPAD - BLK	WATER/SEWER FUND / WATER	251.61
			CHECK TOTAL	251.61
11312	HEUSINKVELD, INC	REC VOLLEYBALL SHIRTS	GENERAL FUND / PARKS AND REC	48.00
			CHECK TOTAL	48.00
11313	HVP VENDING	CONCESSION SUPPLIES	GENERAL FUND / PARKS AND REC	427.46
			CHECK TOTAL	427.46
11314	IFIBER	COMPUTER SYSTEM MAINT&REPAIR	GENERAL FUND / ADMINISTRATIVE	900.00
			CHECK TOTAL	900.00
11315	LEAF	COPIER SERVICE	GENERAL FUND / ADMINISTRATIVE	199.99
			CHECK TOTAL	199.99
11316	LOHMAN COMPANIES	MANAGEMENT FEE-LOHMAN	SELF INSURED DEDUCTIBLE / GENERAL	291.00
			CHECK TOTAL	291.00
11317	MAR-GEE PLASTICS & TROPHIES	PLAQUE-CITY COUNCIL	GENERAL FUND / LEGISLATIVE	32.00
			CHECK TOTAL	32.00
11318	MARTIN EQUIPMENT OF IA-IL, INC	MAINT SUPP - EQUIPMENT	WATER/SEWER FUND / WATER	217.36
			CHECK TOTAL	217.36
11319	MEDIACOM	ACCT. #8384 88 021 0090365	GENERAL FUND / ADMINISTRATIVE	42.22
		ACCT. #8384 88 021 0090365	WATER/SEWER FUND / WATER	14.08
		ACCT. #8384 88 021 0090365	WATER/SEWER FUND / SEWER	14.06
		ACCT. #8384 88 021 0090332	GENERAL FUND / ADMINISTRATIVE	42.22
		ACCT. #8384 88 021 0090332	WATER/SEWER FUND / WATER	14.08
		ACCT. #8384 88 021 0090332	WATER/SEWER FUND / SEWER	14.06
			CHECK TOTAL	140.72

FROM CHECK # 11281 TO CHECK # 11335

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
11320	MENARDS	MAINT SUPP - BLDG ACCT. #32720404	GENERAL FUND / PARKS AND REC GENERAL FUND / PARKS AND REC	62.53 42.89 105.42
11321	MORRISON AUTO SUPPLY, INC.	ACCT. #1820 ACCT. #1820 ACCT. #1820	GENERAL FUND / PARKS AND REC WATER/SEWER FUND / WATER GENERAL FUND / STREETS GENERAL FUND / PUBLIC SAFETY	93.57 54.27 94.54 14.24 256.62
11322	MORRISON TRUE VALUE	ACCT. #27657 ACCT. #276572 ACCT. #276572 ACCT. #276572 ACCT. #276573 ACCT. #276575 ACCT. #276575 ACCT. #276576 ACCT. #276576	GENERAL FUND / ADMINISTRATIVE GENERAL FUND / STREETS WATER/SEWER FUND / WATER WATER/SEWER FUND / WATER GENERAL FUND / CEMETERY GENERAL FUND / PARKS AND REC GENERAL FUND / PARKS AND REC GENERAL FUND / PARKS AND REC GENERAL FUND / STREETS WATER/SEWER FUND / SEWER	8.99 26.31 62.67 34.28 8.76 20.95 7.36 11.66 15.60 196.58
11323	MYERS-COX CO.	CONCESSION SUPPLIES	GENERAL FUND / PARKS AND REC	691.26 691.26
11324	NATIONAL PUBLIC SAFETY INFORM	'16 NATNL DIRECTORY LAW ENFCMT	GENERAL FUND / PUBLIC SAFETY	144.00 144.00
11325	NICOR GAS	ACCT. #27638541113 ACCT. #83659320002	GENERAL FUND / ADMINISTRATIVE GENERAL FUND / CEMETERY	39.53 147.70 187.23
11326	PLAINWELL BRASS, INC	MAINT SUPP - UTIL SYSTEM MAINT SUPP - UTIL SYSTEM	WATER/SEWER FUND / WATER WATER/SEWER FUND / WATER	1,528.56 539.78 2,068.34
11327	ROCK RIVER LUMBER & GRAIN	LAWN MIX	GENERAL FUND / CEMETERY	190.00 190.00

FROM CHECK # 11281 TO CHECK # 11335

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
11328	SCHULER MOTORS, INC.	MAINT - VEHICLE	GENERAL FUND / PUBLIC SAFETY	35.97
			CHECK TOTAL	35.97
11329	HAPPY JOES	WALKING TACO KIT	GENERAL FUND / PARKS AND REC	145.00
			CHECK TOTAL	145.00
11330	ECONOMY TROPHY CO.	TABLE TENNIS AWARDS	GENERAL FUND / PARKS AND REC	73.50
			CHECK TOTAL	73.50
11331	J&R SUPPLY, INC.	MAINT SUPP - EQUIPMENT	WATER/SEWER FUND / WATER	99.12
		MAINT SUPP - EQUIPMENT	WATER/SEWER FUND / WATER	664.55
			CHECK TOTAL	763.67
11332	COMMUNITY FUNDING	CDAP-GRANT ADMIN SERVICES	WATER/SEWER FUND / SEWER	2,250.00
			CHECK TOTAL	2,250.00
11333	THE BANK OF NEW YORK	MORRISBABI0-AGENT FEE	2008 & 2010 BONDS / 2008 GO BONDS	1,302.50
			CHECK TOTAL	1,302.50
11334	USA BLUEBOOK	LAB SUPPLIES	WATER/SEWER FUND / WATER	145.84
		DURA-FLOAT MECH SWITCH	WATER/SEWER FUND / WATER	132.40
		LMI REPAIR KIT	WATER/SEWER FUND / WATER	255.84
			CHECK TOTAL	534.08
11335	VIKING CHEMICAL COMPANY	CHEMICALS	WATER/SEWER FUND / WATER	1,356.60
			CHECK TOTAL	1,356.60
			WARRANT TOTAL	186,120.72

April 06, 2016

Mr. Everett Pannier, Mayor
City of Morrison
200 W. Main Street
Morrison, IL 61270

**Re: Wastewater Treatment Plant Improvements - Application For Payment No. 4
(5 copies) - Request For Loan Disbursement #5 (3 copies)**

Dear Mr. Pannier,

This is to certify that work through March 17, 2016 in the amount of \$1,299,982.72 for the project known as City of Morrison - Wastewater Treatment Plant Improvements by Leander Construction, Inc., 24472 North County Highway 6, Canton, IL 61520 has been completed and is supported by the above referenced and enclosed Application For Payment No. 4. Included is Leander's Contractor's Application for Payment No. 4 and waiver of lien to date.

Payment is recommended in the amount of **\$785,295.28** to Leander Construction, Inc. which represents the difference between the work to date less a 10% retainage and previous payments. If you concur, please sign the five (5) enclosed original Applications for Payment No. 4, as well as Leander's Application for Payment No. 4. Please retain one original for your files, returning one original with payment to Leander Construction, Inc. and returning the other three (3) originals to our office in Rochelle.

Also enclosed is the Request For Loan Disbursement #5 for your signature. Please execute and return the three originals to our office.

Additionally, for your files, certified payroll information as submitted to us by Leander Construction, Inc. is enclosed for the following contractors/subcontractors.

- Leander Construction Inc. for the period from 02/24/16 through 03/01/16
- Fischer Excavating, Inc. for the period from 01/31/16 through 03/12/16
- Mechanical, Inc. beginning 02/22/16 through 03/27/16
- Morse Electric Inc. beginning 02/11/16 through 03/09/16
- Nelson Rebar, Inc. beginning 02/29/16 through 04/03/16

Should you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully submitted,



Terry M. Heitkamp, P.E.
Senior Project Engineer
Att.

cc: Mr. Bobby Asbury, Leander Construction, Inc.

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SECTION 00 62 76

APPLICATION FOR PAYMENT

NO. 4

To: City of Morrison, 200 W. Main St., Morrison, IL 61270 (OWNER)

From: Leander Construction, Inc., 24472 North County Highway 6, Canton, IL 61520 (CONTRACTOR)

Contract: Wastewater Treatment Plant Improvements (L17-3134)

Project: Wastewater Treatment Plant Improvements

OWNER's Contract No. _____ ENGINEER's Project No. 15-568

For Work accomplished through the date of: 03/17/16

1.	Original Contract Price:	\$	<u>12,864,000.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -)	\$	<u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>12,864,000.00</u>
4.	Total completed and stored to date:	\$	<u>1,299,982.72</u>
5.	Retainage (per Agreement):		
	<u>10.00</u> % of completed Work: \$		<u>118,120.29</u>
	<u>10.00</u> % of stored material: \$		<u>11,877.99</u>
	Total Retainage:	\$	<u>129,998.27</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>1,169,984.45</u>
7.	Less previous Application for Payments:	\$	<u>384,689.17</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$	<u>785,295.28</u>

Accompanying Documentation: Leander Construction, Inc.'s Contractor's Application for Payment No. 4 dated 03/17/16

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment number 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 3-31-16

Leander Construction, Inc.
CONTRACTOR

By: David Johnson

State of Illinois

County of Fulton

Subscribed and sworn to before me this 31 day of March 2016

Notary Public



My commission expires 8-30-18

Melissa Goldring
Notary Signature

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/6/16

ENGINEER

By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated *

OWNER

By: *

END OF SECTION





ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4

To (Owner):	City of Morrison	From (Contractor):	Leander Construction, Inc.	Application Date:	3/17/2016
Project:	WWTP Improvements	Contract:	General	Via (Engineer):	Fehr Graham
Owner's Contract No.:		Contractor's Project No.:	15-024	Engineer's Project No.:	15-568

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions	
1.	ORIGINAL CONTRACT PRICE.....		\$ 12,864,000.00
2.	Net change by Change Orders.....		\$
3.	Current Contract Price (Line 1 + 2).....		\$ 12,864,000.00
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....		\$ 1,299,982.72
5.	RETAINAGE:		
	a. 10% X \$1,181,202.87 Work Completed.....		\$ 118,120.29
	b. 10% X \$118,779.85 Stored Material.....		\$ 11,877.99
	c. Total Retainage (Line 5a + Line 5b).....		\$ 129,998.27
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....		\$ 1,169,984.45
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		\$ 384,689.17
8.	AMOUNT DUE THIS APPLICATION.....		\$ 785,295.28
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....		\$ 11,694,015.55
TOTALS			
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 785,295.28
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Engineer) 4/6/16 (Date)

is approved by: X (Owner) X (Date)

Approved by: _____ (Date)

Funding Agency (if applicable) _____ (Date)

By: [Signature] Date: 3-31-16



Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):

Application Number:

Application Period:

Application Date:

Specification Section No.	Description	Contractor	B	Work Completed		E	F	%	G
				Scheduled Value (\$)	C				
Sludge Storage Building									
033000	Cast-in-Place Material	Leander Construction	\$17,493.00						\$17,493.00
033000	Cast-in-Place Labor	Leander Construction	\$35,894.00						\$35,894.00
033000	Rebar Material	Gerdau	\$7,497.00						\$7,497.00
033000	Rebar Labor	Nelson Rebar	\$7,200.00						\$7,200.00
Site Concrete									
033000	Cast-in-Place Material	Leander Construction	\$12,783.00						\$12,783.00
033000	Cast-in-Place Labor	Leander Construction	\$23,210.00						\$23,210.00
033000	Rebar Material	Gerdau	\$2,722.00						\$2,722.00
033000	Rebar Labor	Nelson Rebar	\$2,625.00						\$2,625.00
033000	Dewatering Excavation	Leander Construction	\$25,000.00		\$8,000.00		\$8,000.00	32.0%	\$17,000.00
034100	Concrete Conveying & Hoisting	Leander Construction	\$190,000.00		\$19,000.00		\$19,000.00	10.0%	\$171,000.00
034100	Precast Structural Concrete Material	Stress Corc, Inc.	\$16,760.00						\$16,760.00
034100	Precast Structural Concrete Labor	Leander Construction	\$7,642.00						\$7,642.00
Division 4 - Masonry									
040100	Maintenance of Masonry Material	Absolute Masonry	\$500.00						\$500.00
040100	Maintenance of Masonry Labor	Absolute Masonry	\$735.00						\$735.00
042000	Unit Masonry Material	Absolute Masonry	\$46,256.00						\$46,256.00
042000	Unit Masonry Labor	Absolute Masonry	\$93,263.00						\$93,263.00
Division 5 - Metals									
054000	Cold-Formed Metal Framing Material	Leander Construction	\$4,590.00						\$4,590.00
054000	Cold-Formed Metal Framing Labor	Leander Construction	\$4,644.00						\$4,644.00
055000	Metal Fabrications Material	Breuer Metals	\$15,375.63						\$15,375.63
055000	Metal Fabrications Labor	Leander Construction	\$3,167.00						\$3,167.00
055000	Aero-Mod Walkway Structure Labor	Leander Construction	\$35,266.00						\$35,266.00
055114	Aluminum Sails & Platforms Material	Breuer Metals	\$32,823.97						\$32,823.97
055114	Aluminum Sails & Platforms Labor	Leander Construction	\$10,732.00						\$10,732.00
055200	Metal Railings Material	Breuer Metals	\$12,825.30						\$12,825.30
055200	Metal Railings Labor	Leander Construction	\$3,645.00						\$3,645.00
055323	Aluminum Gratings Material	Breuer Metals	\$14,918.10						\$14,918.10
055323	Aluminum Gratings Labor	Leander Construction	\$6,261.00						\$6,261.00
Division 6 - Wood, Plastics & Composites									
061000	Rough Carpentry Material	Leander Construction	\$498.00						\$498.00
061000	Rough Carpentry Labor	Leander Construction	\$654.00						\$654.00
061000	Accessible Vanity Sink Material	Leander Construction	\$425.00						\$425.00
061000	Accessible Vanity Sink Labor	Leander Construction	\$378.00						\$378.00
Totals			\$635,783.00		\$27,000.00		\$27,000.00		\$608,783.00

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):

Application Number:

Application Period:

Application Date:

Specification Section No.	A Description	Contractor	B Scheduled Value (\$)	C Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed & Stored to Date (C + D + E)	G Balance to Finish (B - F)
				From Previous Application (C+D)	D This Period			
Division 7 - Thermal & Moisture Protection								
071113	Bituminous Dampproofing Material	Sterling Roofing	\$1,500.00					\$1,500.00
071113	Bituminous Dampproofing Labor	Sterling Roofing	\$4,625.00					\$4,625.00
072100	Rigid Insulation Material	Leander Construction	\$2,090.00					\$2,090.00
072100	Rigid Insulation Labor	Leander Construction	\$1,967.00					\$1,967.00
072100	Thermal Insulation Material	Absolute Masonry	\$2,856.00					\$2,856.00
072100	Thermal Insulation Labor	Absolute Masonry	\$2,131.00					\$2,131.00
074192	Prefabricated Aluminum Covers Material	Haltson Carp	\$54,000.00					\$54,000.00
074192	Prefabricated Aluminum Covers Labor	Leander Construction	\$6,573.00					\$6,573.00
075553	Membrane Roofing System Material	Sterling Roofing	\$11,500.00					\$11,500.00
075553	Membrane Roofing System Labor	Sterling Roofing	\$10,500.00					\$10,500.00
076000	Fishing & Sheet Metal Material	Sterling Roofing	\$1,500.00					\$1,500.00
076000	Fishing & Sheet Metal Labor	Sterling Roofing	\$6,175.00					\$6,175.00
079200	Joint Sealants Material	Absolute Masonry	\$298.00					\$298.00
079200	Joint Sealants Labor	Absolute Masonry	\$3,961.00					\$3,961.00
Division 8 - Openings								
081116	Fiberglass Reinforced Polyester (FRP) Doors with Alum Frames Mt	T.D. Kurtz Glass Co.	\$43,730.00					\$43,730.00
081116	Fiberglass Reinforced Polyester (FRP) Doors with Alum Frames Lbr	T.D. Kurtz Glass Co.	\$8,790.00					\$8,790.00
083123	Floor Access Doors & Frames Material	Haltday Products	\$2,454.00			\$2,449.85	\$2,449.85	\$4.15
083123	Floor Access Doors & Frames Material	Gasvoia & Associates	\$6,100.00					\$6,100.00
083123	Floor Access Doors & Frames Labor	Leander Construction	\$1,070.00					\$1,070.00
083613	Overhead Doors & Operators Material	Raynor Doors	\$5,858.00					\$5,858.00
083613	Cookson Service Door & Motor Material	Raynor Doors	\$10,282.00					\$10,282.00
083613	Sectional Doors Labor	Raynor Doors	\$2,390.00					\$2,390.00
085113	Aluminum Windows Material	T.D. Kurtz Glass Co.	\$3,800.00					\$3,800.00
085113	Aluminum Windows Labor	T.D. Kurtz Glass Co.	\$1,500.00					\$1,500.00
086000	Roof Windows & Skylights Material	Sterling Roofing	\$1,000.00					\$1,000.00
086000	Roof Windows & Skylights Labor	Sterling Roofing	\$200.00					\$200.00
087100	Door Hardware Material	Doors, Inc.	\$9,992.00					\$9,992.00
088000	Glazing Material	T.D. Kurtz Glass Co.	\$980.00					\$980.00
088000	Glazing Labor	T.D. Kurtz Glass Co.	\$300.00					\$300.00
Division 9 - Finishes								
092116	Gypsum Board Assemblies Material	Leander Construction	\$2,190.00					\$2,190.00
092116	Gypsum Board Assemblies Labor	Leander Construction	\$4,358.00					\$4,358.00
092116	Gypsum Board Taping & Finishing	Leander Construction	\$5,439.00					\$5,439.00
095100	Acoustical Ceilings Material	Leander Construction	\$3,316.00					\$3,316.00
095100	Acoustical Ceilings Labor	Leander Construction	\$4,402.00					\$4,402.00
096519	Resilient Tile Flooring Material	Brothers Flooring R	\$1,871.00					\$1,871.00
096519	Resilient Tile Flooring Labor	Brothers Flooring R	\$1,212.00					\$1,212.00
099000	Painting & Coating Material	Terry & Sons, Inc.	\$19,788.00					\$19,788.00
099000	Painting & Coating Labor	Terry & Sons, Inc.	\$59,072.00					\$59,072.00
Totals			\$309,770.00			\$2,449.85	\$2,449.85	\$307,320.15

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):

Application Number:

Materials Presently

Application Period:

Application Date:

Specification Section No.	A Description	Contractor	B Scheduled Value (\$)	C Work Completed		E Materials Presently Stored (net in C or D)	F Total Completed & Stored to Date (C+D+E)	G % (F/B)	Balance to Finish (B-F)
				From Previous Application (C+D)	This Period				
Division 10 - Specialties									
109900	Entrance Sign Material	Krause Sign Company	\$2,875.00						\$2,875.00
109900	Miscellaneous Specialties Material	S & A Building	\$2,390.00						\$2,390.00
109900	Miscellaneous Specialties Labor	Leander Construction	\$1,753.00						\$1,753.00
Division 11 - Equipment									
112400	Maintenance Equipment Material	Quincy Compressor	\$4,350.00						\$4,350.00
115313.23	Fume Hoods Material	Harry J. Kleppel	\$4,740.00						\$4,740.00
115313.23	Fume Hoods Labor	Harry J. Kleppel	\$1,092.00						\$1,092.00
Division 12 - Furnishings									
123553	Laboratory Casework Material	Harry J. Kleppel	\$12,802.00						\$12,802.00
1223553	Laboratory Casework Labor	Harry J. Kleppel	\$3,130.00						\$3,130.00
Division 13 - Special Construction									
133419.13	Prefabricated Metal Building Material	Star Buildings/Leander	\$173,300.00						\$173,300.00
133419.13	Prefabricated Metal Building Labor	R & V Steel Erectors	\$47,000.00						\$47,000.00
133419.16	Prefabricated Fabric Building Material	CleanSpan Fabric Structure	\$17,444.95						\$17,444.95
133419.16	Prefabricated Fabric Building Labor	CleanSpan Fabric Structure	\$17,856.00						\$17,856.00
Division 22 - Plumbing									
220553	Mobilization	Mechanical, Inc.	\$75,000.00	\$1,500.00	\$17,250.00		\$18,750.00	25.0%	\$56,250.00
220553	Project Management	Mechanical, Inc.	\$200,000.00	\$3,500.00	\$16,500.00		\$20,000.00	10.0%	\$180,000.00
220553	Bond	Mechanical, Inc.	\$50,000.00		\$50,000.00		\$50,000.00	100.0%	\$0.00
220553	Insurance	Mechanical, Inc.	\$30,000.00		\$30,000.00		\$30,000.00	100.0%	\$0.00
220553	Safety	Mechanical, Inc.	\$23,000.00		\$23,000.00		\$23,000.00	100.0%	\$0.00
221429.16	Submersible Sewage Ejector Pumps Material	Zimmer & Franconson	\$8,110.00		\$8,110.00		\$8,110.00	100.0%	\$0.00
221913	Process Piping PVC Material	Mechanical, Inc.	\$225,000.00		\$225,000.00		\$225,000.00	100.0%	\$0.00
221913	Process Piping Labor	Mechanical, Inc.	\$185,000.00		\$185,000.00		\$185,000.00	100.0%	\$0.00
221923	Process Piping Valves Material	Mechanical, Inc.	\$46,782.00		\$46,782.00		\$46,782.00	100.0%	\$0.00
221933	Insulation	Mechanical, Inc.	\$58,271.00		\$58,271.00		\$58,271.00	100.0%	\$0.00
221943	Plumbing Fixtures/Equipment Control Building Material	Mechanical, Inc.	\$33,000.00		\$33,000.00		\$33,000.00	100.0%	\$0.00
221943	Plumbing Fixtures/Equipment Control Building Labor	Mechanical, Inc.	\$5,000.00		\$5,000.00		\$5,000.00	100.0%	\$0.00
221943	Plumbing PVC Material	Mechanical, Inc.	\$25,898.00		\$25,898.00		\$25,898.00	100.0%	\$0.00
221943	Plumbing Set Fixtures/Equipment & Piping Labor	Mechanical, Inc.	\$43,000.00		\$43,884.70		\$43,884.70	15.0%	\$1,115.30
221966	Non-Portable Water Material	Gasvoda & Associates	\$118,800.00		\$118,800.00		\$118,800.00	100.0%	\$0.00
Division 23 - Heating, Ventilating & Air Conditioning (HVAC)									
230000	HVAC Control Building Equipment Material	Mechanical, Inc.	\$114,092.00		\$114,092.00		\$114,092.00	100.0%	\$0.00
230000	HVAC Screen & Grid Building Equipment Material	Mechanical, Inc.	\$55,000.00		\$55,000.00		\$55,000.00	100.0%	\$0.00
230000	Duct Work Material	Mechanical, Inc.	\$30,500.00		\$30,500.00		\$30,500.00	100.0%	\$0.00
230000	HVAC Set Equipment & Install Duct Work Labor	Mechanical, Inc.	\$45,000.00		\$45,000.00		\$45,000.00	100.0%	\$0.00
Totals			\$1,660,185.95	\$5,000.00	\$119,934.70		\$124,934.70		\$1,535,251.25

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):

Application Number:

Application Period:

Application Date:

Specification Section No.	A Description	Contractor	B Scheduled Value (\$)	C Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed & Stored to Date (C + D + E)	G Balance to Finish (F - F')
				From Previous Application (C+D)	D This Period			
Division 26 - Electrical								
015000	Mobilization Material	Morse Electric	\$10,000.00		\$10,000.00		\$10,000.00	100.0%
015000	Temporary Electric Material	Morse Electric	\$15,000.00		\$15,000.00		\$15,000.00	100.0%
015000	Temporary Electric Labor	Morse Electric	\$7,500.00	\$3,000.00	\$1,500.00		\$4,500.00	60.0%
260543.13	Ductbank Material	Morse Electric	\$12,500.00	\$3,750.00	\$3,750.00		\$7,500.00	60.0%
260543.13	Ductbank Labor	Morse Electric	\$120,500.00				\$120,500.00	
262213, 262413, 262416, 262419, 262923, 23213.33,	Distribution/Service Material	Morse Electric	\$170,350.00				\$170,350.00	
262923, 23213.33,	Distribution/Service Labor	Morse Electric	\$205,000.00				\$205,000.00	
262213, 262413, 262416, 262419, 262923, 23213.33,	Distribution/Service Labor	Morse Electric	\$105,000.00				\$105,000.00	
260500								
260529, 260533	Branch Conduit & Wire Material	Morse Electric	\$53,500.00				\$53,500.00	
260519	Branch Conduit & Wire Labor	Morse Electric	\$112,000.00				\$112,000.00	
263213.33	Diesel Fuelled Engine Generators Material	Alutler Power Systems	\$96,825.00				\$96,825.00	
263600	Transfer Switches Material	Morse Electric	\$7,000.00				\$7,000.00	
265113, 265629	Lighting Material	Morse Electric	\$66,000.00				\$66,000.00	
265113, 265629	Lighting Labor	Morse Electric	\$22,000.00				\$22,000.00	
Division 28 - Electronic Safety & Security								
281333.86	Video Detection System for Fence Gate Control Material	SIFCO, Inc.	\$4,500.00				\$4,500.00	
281333.86	Video Detection System for Fence Gate Control Labor	SIFCO, Inc.	\$3,000.00				\$3,000.00	
Division 31 - Earthwork								
311600	Site Preparation Labor	Fischer Excavating	\$15,142.00				\$15,142.00	
312222	Earthwork for Roads, Driveways & Walk Labor	Fischer Excavating	\$221,589.00	\$77,556.15	\$55,597.25		\$133,955.40	60.0%
312329	Excavating, Backfilling, & Compacting Material	Fischer Excavating	\$154,038.00		\$276,213.60		\$306,522.00	50.6%
312329	Excavating, Backfilling, & Compacting Labor	Fischer Excavating	\$606,168.00	\$30,308.40	\$7,523.00		\$7,523.00	2.3%
312329	Trenching, Backfilling, & Compacting	Mechanical, Inc.	\$345,586.00				\$345,586.00	
312500	Erosion & Sediment Control Material	Fischer Excavating	\$5,674.00	\$5,106.60			\$5,106.60	90.0%
312500	Erosion & Sediment Control Labor	Fischer Excavating	\$11,698.00	\$10,528.20			\$10,528.20	90.0%
Division 32 - Exterior Improvements								
321000.16	Road Driveways, & Walks Material	Fischer Excavating	\$17,558.00	\$5,267.40			\$5,267.40	30.0%
321000.16	Road Driveways, & Walks Labor	Fischer Excavating	\$43,734.00	\$13,120.20			\$13,120.20	30.0%
321000.16	Asphalt Paving Material	Civil Constructors	\$110,165.80				\$110,165.80	
321000.16	Asphalt Paving Labor	Civil Constructors	\$34,789.20				\$34,789.20	
323113	Chain Link Fences & Gates Material	Lowwell Fencing	\$49,277.00				\$49,277.00	
323113	Chain Link Fences & Gates Labor	Lowwell Fencing	\$26,313.00				\$26,313.00	
323113	Temp. Fence	Lowwell Fencing	\$4,560.00				\$4,560.00	
	Totals		\$2,656,967.00	\$148,636.95	\$369,383.85		\$318,020.80	\$2,138,946.20

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		Application Number:							
Application Period:		Application Date:							
Specification Section No.	A Description	Contractor	B Scheduled Value (\$)	C From Previous Application (C+D)	D This Period	E Materials Presently Stored (not in C or D)	F Total Completed & Stored to Date (C + D + E)	% (F / B)	G Balance to Finish (B - F)
Division 32 - Exterior Improvements Continued									
323223.29	Concrete Segmental Retaining Wall Material	Exquisite Scapes	\$6,000.00						\$6,000.00
323223.29	Concrete Segmental Retaining Wall Labor	Exquisite Scapes	\$10,660.00						\$10,660.00
329200.16	Lawns & Grasses Material (Topsoil)	Fischer Excavating	\$1,000.00						\$1,000.00
329200.16	Lawns & Grasses Labor (Topsoil)	Fischer Excavating	\$44,612.00						\$44,612.00
329200.16	Lawns & Grasses Material	Central Landscaping	\$11,050.00						\$11,050.00
329200.16	Lawns & Grasses Labor	Central Landscaping	\$14,500.00						\$14,500.00
011415	Sludge Removal Material	Walters & Sons	\$12,495.00						\$12,495.00
011415	Sludge Removal Labor	Walters & Sons	\$49,980.00						\$49,980.00
Division 33 - Utilities									
330513	Site Process Manholes	Mechanical, Inc.	\$66,071.00						\$66,071.00
Div 33	Site Process PVC Material	Mechanical, Inc.	\$150,000.00						\$150,000.00
Div 33	Site Process Outfall HDPE Pipe Material	Mechanical, Inc.	\$88,000.00						\$88,000.00
Div 33	Site Process Pipe Labor	Mechanical, Inc.	\$68,000.00						\$68,000.00
Div 33	Site Process Outfall HDPE Pipe Labor	Mechanical, Inc.	\$45,000.00						\$45,000.00
334713.61	Geomembrane Liner Material	Mid-American Liner	\$45,000.00						\$45,000.00
334713.61	Geomembrane Liner Labor	Mid-American Liner	\$18,380.00						\$18,380.00
Div 33	Site Utilities Equipment Material	Mechanical, Inc.	\$26,300.00	\$2,000.00			\$2,000.00	7.6%	\$24,300.00
Div 33	Site Utilities PVC Material	Mechanical, Inc.	\$71,500.00				\$71,500.00	10.0%	\$64,350.00
Div 33	Site Utilities Equipment Labor	Mechanical, Inc.	\$15,000.00	\$1,500.00			\$1,500.00	10.0%	\$13,500.00
Div 33	Site Utilities Piping Labor	Mechanical, Inc.	\$105,000.00				\$105,000.00	5.0%	\$99,750.00
Division 40 - Process Integration									
Division 40	Controls & Integration Engineering & Submittals	Complete Integration	\$20,000.00				\$20,000.00		\$20,000.00
Division 40	Flow & Measuring Devices	Complete Integration	\$43,150.00				\$43,150.00		\$43,150.00
Division 40	Controls & Integration Hardware	Complete Integration	\$47,000.00				\$47,000.00		\$47,000.00
Division 40	Controls & Integration Assemblies & Programming	Complete Integration	\$157,850.00				\$157,850.00		\$157,850.00
409216	Valve & Gate Electrical Operators Material	RW Gate	\$14,800.00				\$14,800.00		\$14,800.00
Division 40	Process Integration Material	Morse Electric	\$29,000.00				\$29,000.00		\$29,000.00
Division 40	Process Integration Labor	Morse Electric	\$62,000.00				\$62,000.00		\$62,000.00
Division 41 - Material Processing & Handling Equipment									
416323.61	Gantry & Trolley Hoists Material	CIS Material Handling	\$9,250.00				\$9,250.00		\$9,250.00
416323.61	Gantry & Trolley Hoists Labor	CIS Material Handling	\$4,347.00				\$4,347.00		\$4,347.00
416319.63	Maintenance Truck	Leander Construction	\$102,551.00				\$102,551.00		\$102,551.00
Division 43 - Process Gas & Liquid Handling, Purification, & Storage Equipment									
432113.81	Grd. Pumping Equipment Material	Drydon Equipment	\$35,750.00				\$35,750.00		\$35,750.00
432139.71	Summershale Sewage Pumping Equipment Material	Gastoda & Associates	\$28,500.00				\$28,500.00		\$28,500.00
Totals									
			\$1,402,726.00	\$5,000.00	\$10,900.00		\$15,900.00		\$1,386,826.00

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):

Application Number:

Application Period:

Application Date:

Specification Section No.	A Description	Contractor	B Scheduled Value (\$)	C Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed & Stored to Date (C + D + E)	F / B %	G Balance to Finish (F - F)
				From Previous Application (C+D)	D This Period				
Division 4 - Pollution Control & Water Treatment									
441156	Odor Control Systems Material	LMI	\$25,000.00						\$25,000.00
	Equipment Installation Labor	Mechanical Inc.	\$25,000.00						\$25,000.00
	Equipment Installation Labor	Mechanical Inc.	\$50,000.00						\$50,000.00
Division 46 - Water & Wastewater Equipment									
461013	Split-Charator Equipment Material	Aero-Mod	\$705,522.00						\$705,522.00
461013	Boo-Process Equipment Material	Aero-Mod	\$59,429.00						\$59,429.00
461013	Wall Mounted Aerators Material	Aero-Mod	\$112,227.00						\$112,227.00
461013	Sludge Management Material	Aero-Mod	\$13,103.00						\$13,103.00
461013	Pilot Air System Material	Aero-Mod	\$23,076.00						\$23,076.00
461013	Wall Mounted Walkways Material	Aero-Mod	\$102,083.00						\$102,083.00
461013	Actuated Valves Material	Aero-Mod	\$78,696.00						\$78,696.00
461013	Handlift Slop Gates Material	Aero-Mod	\$4,857.00						\$4,857.00
461013	Blower System Material	Aero-Mod	\$209,888.00						\$209,888.00
461013	DC Systems & Algae Control Material	Aero-Mod	\$28,726.00						\$28,726.00
461013	Process Controls Material	Aero-Mod	\$39,500.00						\$39,500.00
461013	Final Ion Installation Materials	Aero-Mod	\$31,493.00						\$31,493.00
461013	Start-Up/Training/Operator School	Aero-Mod	\$15,000.00						\$15,000.00
462155	Fine Screen Equipment Material	Hydro-Dyne Engineering	\$229,700.00						\$229,700.00
462235_36	Hydraulic Gates Material	RW Gate Company	\$91,013.00						\$91,013.00
462363_31	Gril Removal Equipment/Separation & Classification Material	Hydro International	\$305,000.00						\$305,000.00
462511	Oil/Water Separator	Connor Co.	\$4,688.31						\$4,688.31
46656_13	Shop Drawings	Xylem Water Solution	\$15,000.00		\$15,000.00		\$15,000.00	100.0%	\$15,000.00
46656_13	Ultraviolet Disinfection Equipment Material	Xylem Water Solution	\$135,000.00						\$135,000.00
46721_16	Ball Filter Press Equipment Material	Aero-Mod	\$237,600.00						\$237,600.00
469111	Wastewater Sampling Equipment Material	Gasvoda & Associates	\$21,600.00						\$21,600.00
Division 46	Equipment Connections Material	Morse Electric	\$28,000.00						\$28,000.00
Division 46	Equipment Connections Labor	Morse Electric	\$45,000.00						\$45,000.00
Totals									
Total of all pages			\$2,636,201.31	\$427,432.41	\$15,000.00	\$118,779.85	\$1,299,982.72	10%	\$2,621,201.31
			\$12,864,000.00		\$753,770.46				\$11,564,017.28

**CONTRACTOR'S RECEIPT FOR PAYMENT
AND WAIVER OF LIEN TO DATE**

The undersigned **Leander Construction, Inc.** has been employed by **City of Morrison** (Owner) for the construction of the building or buildings known as **Water Treatment Plant Improvements** on the following described premises:

300 Wilkens Drive,
Morrison, IL 61270

situate, lying and being in the City of Morrison, County of Whiteside, and State of Illinois.

The undersigned does hereby acknowledge receipt from the Owner the sum of: *seven hundred eighty-five thousand, two hundred ninety-five dollars and twenty-eight cents (\$785,295.28)* and does hereby waive and release any and all lien, or claims, or right to lien, under the statutes of the State of Illinois relating to mechanic's liens, on the above described building or buildings and premises and on any money, bonds, or warrants due or to become due to Contractor from Owner on account of any labor or materials, or both, furnished by the undersigned to or on account of the Contractor or the Owner for the above described premises through the date of the Waiver.

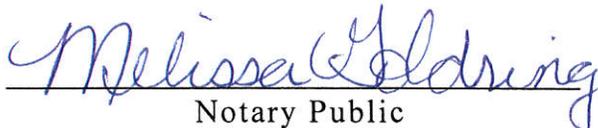
EXECUTED THIS 30th day of March 2016.

SIGNATURE



TITLE: Vice President

Subscribed and sworn to before me
this 30th day of March 2016.


Notary Public



**REQUEST FOR LOAN DISBURSEMENT
ILLINOIS WATER REVOLVING LOAN FUND**

Loan Recipient: City of Morrison

Loan # L17-3134

Request # 5

Date 04/04/16

Service Dates for this Request: From 2/19/16

To 3/17/2016

Electronic Fund Transfer Requested
(requires prior establishment with State Comptroller) Yes No

Complete this form for each request for disbursement from the State Water Revolving Fund pursuant to the executed loan agreement. Report **total cumulative costs** incurred to date and submit copies of all supporting invoices. Submit cost allocation if there are other funding sources.

	Eligible Budget (per loan agreement +/- IEPA approved change orders)	Total Cumulative Costs Incurred to Date	Total Cumulative <u>Eligible</u> Costs Incurred to Date
Legal/Administrative			
Design Engineering	\$897,400.00	\$982,228.14	\$897,400.00
Construction Engineering	\$1,064,000.00	\$141,292.15	\$141,292.15
Construction (before retainage) -- List each contractor separately			
Leander Construction, Inc.	\$12,820,000.00	\$1,299,982.72	\$1,299,982.72
Other: <u>Contingency</u>	\$384,600.00		
TOTAL COSTS TO DATE		\$2,423,503.01	\$2,338,674.87
Less Retainage -- List each contractor separately			
Leander Construction, Inc.		\$129,998.27	\$129,998.27
		\$0.00	\$0.00
Less Paid with Other Funding Sources			
Less Total Interest Earned on Invested Funds			
Less Total Disbursements to Date			\$1,376,348.82
Less Rounding adjustment for bonds (if necessary)			
NET DISBURSEMENT REQUESTED			\$832,327.78

Please submit requests electronically to EPA.LoanMgmt@illinois.gov

-----FOR AGENCY USE ONLY-----

Prepared by _____ Date _____

Approved by _____ Date _____

Invoice



Remit Payment to:
221 E. Main Street
Suite 200
Freeport, IL 61032
Phone: 815-235-7643

Gary Tresenriter
Director of Public Works
City of Morrison
200 West Main Street
Morrison, IL 61270

February 29, 2016
Invoice No: 69833

Purchase Order:

Project 15-568 Construction Engineering Services for the WWTP Improvements Project

Correspondence and Communications with General Contractor; Shop Drawings/Submittal Review; Construction Observation; Application for Payment

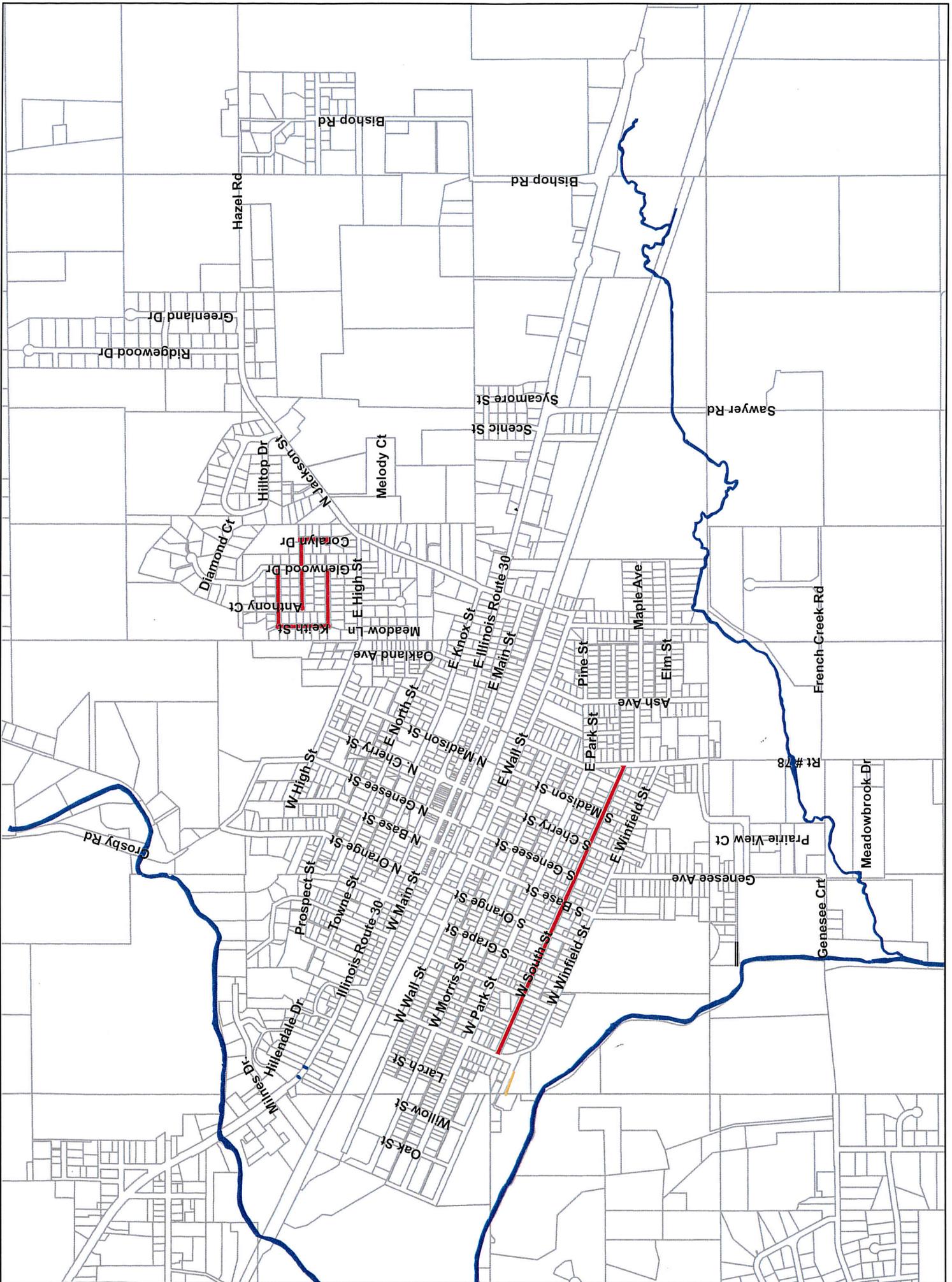
Professional Personnel

	Hours	Amount	
Yanel Jones - Assoc Engineering Tech	6.00	414.00	
Romelle Sikula - Project Assistant	12.75	816.00	
Brenda Metzger - Project Administrator	6.50	585.00	
Ryan Mumm - Project Engineer	35.50	3,976.00	
Shawn Ortgiesen - Project Manager	36.00	5,832.00	
Noah Carmichael - Principal	4.00	780.00	
Keith Brandau - Lead Structural Engineer	37.00	6,512.00	
William Covell - Sr. Engineering Tech.	131.00	11,790.00	
Terry Heitkamp - Sr. Project Engineer	120.50	16,267.50	
Total Labor			46,972.50

Other Reimbursable Expenses

CAD Equipment (\$10/Hour)	60.00	
Total Other Reimbursable Expenses	60.00	60.00

INVOICE TOTAL: \$47,032.50



Hazel Rd
Bishop Rd
Sawyer Rd
French Creek Rd
Meadowbrook Dr
Genesee Ave
Illinois Route 30
W High St
Prospect St
Towne St
W Main St
W Wall St
W Morris St
W Park St
W Winfield St
W South St
W Winfield St
S Oak St
S Willow St
S Larch St
S Park St
S Grape St
S Orange St
S Base St
S Genesee St
S Cherry St
S Madison St
S Winfield St
E High St
E Knox St
E Main St
E Wall St
E Park St
E Madison St
E Winfield St
Maple Ave
Ash Ave
Elm St
Pine St
Oakland Ave
Meadow Ln
Keith St
Anthony Ct
Glenwood Dr
Coralyn Dr
Hilltop Dr
N Jackson St
Diamond Ct
Melody Ct
Scenic St
Sycamore St
Ridge Wood Dr
Greenland Dr
Crosby Rd
Hillendale Dr
Milnes Dr
Prairie View Ct
Rt #78
Meadowbrook Dr



Illinois Department of Transportation

Resolution # 16-06

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the City Council of the _____ (Council or President and Board of Trustees) City _____ of Morrison, Illinois, that there is hereby (City, Town or Village) (Name) appropriated the sum of \$138,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2016 to April 30, 2017. (Date) (Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Dixon, Illinois.

I, Melanie T. Schroeder Clerk in and for the City of Morrison, County of Whiteside (City, Town or Village)

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on April 11, 2016 (Council or President and Board of Trustees) (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12th day of April, 2016.

(SEAL) _____ Melanie Schroeder Clerk (City, Town or Village)

Approved

Regional Engineer
Department of Transportation

Date



CITY OF MORRISON

200 West Main Street
Morrison, Illinois 61270-2400
Phone 815-772-7657

To: Mayor Everett Pannier
Alderman Dale Eizenga – Ward 1
Alderman Kenneth Mahaffey – Ward 1
Alderman Harvey Zuidema – Ward 2
Alderman Mick Welding – Ward 2
Alderman Curt Bender – Ward 3
Alderman Vernon Tervelt – Ward 3
Alderman Dave Helms – Ward 4
Alderman Arlyn Deets – Ward 4

From: Barry Dykhuizen, City Administrator

Subject: Fiscal Year 16-17 City of Morrison Operating and Capital Budget

Please find attached a copy of the FY16-17 Operating and Capital Budget. The budget is developed with the goal of meeting accounting, statutory, and management requirements. A second goal is to make the budget easy to read and understand, while presenting a large amount of data in a succinct and transparent format.

Significant changes to the structure of this year's budget include the creation of three new funds: Refuse Disposal, Health Insurance, and Tort/Insurance.

- REFUSE DISPOSAL FUND. Although historically the collection of solid waste was a fee-based enterprise, the city accounted for this activity as a function of the General Fund. Separating from the General Fund provides a clearer picture of General Fund Operating revenue and expenses.
- HEALTH INSURANCE FUND. The Health Insurance Fund was created to serve as a collection point for all revenues required to meet the obligations of Health, Life, and Dental Insurance. This fund makes it easier to see the costs accounted for in one location versus having them spread over multiple departments and line items.
- TORT/INSURANCE FUND. This is a new fund created to accommodate proceeds from a new tax levy designed to cover General Liability, Property, and Workmen's Comp insurance costs.

Another change to this year's budgetary operations is that the City Hall administrative office will be providing accounting services to Odell Library. This arrangement is a more efficient way to do business. It is also fairly common for cities to perform the accounting for a city library. The Library Board of Trustees retains complete spending authority over library proceeds.

The budget also reintroduces two programs that were previously well-received in the community. The "Building Improvement Program" administered by the Historic Preservation

Commission, and the “Sidewalk Assistance Program” are once again being funded. These modest matching funds help qualifying property owners make needed improvements.

In 2014, Morrison residents approved a 1% Sales Tax Referendum. This revenue, estimated at \$17,500 per month, is making it possible for the city council to immediately address some of the worst streets throughout the city. To make the most efficient use of the Sales Tax Revenue, updating the Street Improvement Plan is necessary in the coming months to prioritize street rehabilitation projects.

The community continues to take on needed improvements to the wastewater and water systems. This is an ongoing and costly process, but there simply is no choice other than to properly care for and upgrade these facilities as necessary. The city is hopeful that Illinois EPA changes to borrowing rules ultimately provide some degree of reprieve from exorbitant water and sewer rates increases.

In the very near term, the city must develop and put in place a strategy to provide adequate funds, on an ongoing basis, to meet the city’s capital vehicle and equipment needs. The city is falling far behind with allocating resources to keep its fleet of vehicles, equipment, and squad cars in service. The budget document seeks to quantify the shortfall and identify policies to guide the management of fund balances and allocation of resources. This should be considered a top priority.

In total, for FY16-17, the city’s budgeted Capital expenditures are approximately \$10,700,000 with an Operating Budget of \$4,172,346. These numbers are not expected to significantly change before Final Budget Approval on April 25th, 2016, although as we close out the Fiscal Year, minor adjustments may be made to better reflect year end actuals.

Finally, I want to recognize city staff and council members for their efforts on creating this document and identifying and managing the city’s financial needs. I would also like to recognize the many volunteers throughout the community that serve on various boards and commissions. The collective effort from countless people move Morrison forward and make it a place where residents are proud to call home.

Sincerely,

A handwritten signature in black ink, appearing to read "Barry Dykhuizen". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Barry Dykhuizen
City Administrator

CITY OF MORRISON
 DETAILED REVENUE & EXPENSE REPORT
 MONTH ACT. WITH FYTD AND FY BUDGET WITH PYTD ACTUAL
 FOR 12 PERIODS ENDING APRIL 30, 2016

ACCOUNT NUMBER	DESCRIPTION	FUND: 2008 & 2010 BONDS		FISCAL YEAR-TO-DATE ACTUAL	FISCAL YEAR BUDGET	% COLLECTED/EXPENDED	PRIOR YEAR-TO-DATE ACTUAL
		APRIL ACTUAL	APRIL ACTUAL				
2008 GO BONDS							
REVENUES							
46-00-3130	UTILITY TAX	0.00	-155,590.27	190,000.00	81.8	-193,538.24	
46-00-3150	TELECOMMUNICATIONS TAX	0.00	26,992.45	102,000.00	26.4	-101,067.18	
46-00-3810	INTEREST	0.00	68.61	25.00	274.4	126.54	
46-00-3990	TRANSFER IN	0.00	0.00	0.00	0.0	85,985.22	

ACCOUNT NUMBER	DESCRIPTION	FUND: 2008 & 2010 BONDS		FISCAL YEAR-TO-DATE ACTUAL	FISCAL YEAR BUDGET	% COLLECTED/EXPENDED	PRIOR YEAR-TO-DATE ACTUAL
		APRIL ACTUAL	APRIL ACTUAL				
2008 GO BONDS EXPENSES							
46-00-8830	2008 GO BONDS INTEREST	0.00	45,400.27	52,906.26	85.8	58,106.26	
46-00-8831	2008 GO BONDS PRINCIPAL	0.00	135,000.00	135,000.00	100.0	130,000.00	
46-00-8832	AGENT FEE	1,302.50	2,120.00	1,500.00	141.3	2,105.00	
46-00-8833	2010 INTEREST PAYMENT	0.00	38,785.01	30,086.88	128.9	32,206.96	
46-00-8834	2010 PRINCIPAL PAYMENT	0.00	40,000.00	40,000.00	100.0	40,000.00	
46-00-9990	TRANSFER OUT TO GENERAL FUND	0.00	50,000.00	50,000.00	100.0	0.00	

TOTAL FUND REVENUES		0.00	182,651.33	292,025.00	62.5	380,717.18
TOTAL FUND EXPENSES		1,302.50	311,305.28	309,493.14	100.5	262,418.22
FUND SURPLUS (DEFICIT)		(1,302.50)	(128,653.95)	(17,468.14)	736.5	118,298.96

**DISBURSEMENT INFORMATION
FOR EXCISE TAXES
VOUCHER DATE: 03/13/2015
JANUARY 2015 COLLECTIONS**

Local Government	Tax	Vendor #	Warrant
MAYWOOD	MTTEL	390005410	56,314.40
MCCOOK	MTTEL	390005050	9,301.68
MCCULLOM LAKE	MTTEL	390005055	1,989.81
MCHENRY	MTTEL	390005060	11,004.40
MCLEANSBORO	MTTEL	390005080	1,188.58
MELROSE PARK	MTTEL	390005450	58,245.20
MENDOTA	MTTEL	390005480	15,112.85
MEREDOSIA	MTTEL	390005490	771.49
MERRIONETTE PARK	MTTEL	390005500	3,982.55
METAMORA	MTTEL	390005510	4,070.48
METROPOLIS	MTTEL	390005530	16,115.83
METTAWA	MTTEL	390005532	14,076.05
MIDLOTHIAN	MTTEL	390005550	26,210.63
MILAN	MTTEL	390005560	13,925.14
MILL SHOALS	MTTEL	390005590	32.20
MILLEDGEVILLE	MTTEL	390005580	120.37
MINIER	MTTEL	390005630	3,057.51
MINONK	MTTEL	390005640	2,860.28
MINOOKA	MTTEL	390005650	25,612.34
MOKENA	MTTEL	390005660	9,397.95
MOLINE	MTTEL	390005670	113,796.54
MONEE	MTTEL	390005690	7,772.98
MONMOUTH	MTTEL	390005700	20,449.22
MONTGOMERY	MTTEL	390005720	34,794.85
MONTICELLO	MTTEL	390005730	890.95
MORRISON	MTTEL	390005760	8,560.62
MORTON	MTTEL	390005780	49,461.95
MORTON GROVE	MTTEL	390005790	72,454.63
MOUND CITY	MTTEL	390005800	725.35
MOUNDS	MTTEL	390005810	1,520.29
MOUNT CARMEL	MTTEL	390005830	11,569.86
MOUNT CARROLL	MTTEL	390005840	2,314.33
MOUNT MORRIS	MTTEL	390005850	5,691.45
MOUNT OLIVE	MTTEL	390005860	1,793.00

**DISBURSEMENT INFORMATION
FOR EXCISE TAXES
VOUCHER DATE: 03/12/2016
JANUARY 2016 COLLECTIONS**

Local Government	Tax	Vendor #	Warrant
MATTOON	MTTEL	390005390	55,628.31
MAYWOOD	MTTEL	390005410	64,023.31
MCCOOK	MTTEL	390005050	25,444.63
MCCULLOM LAKE	MTTEL	390005055	1,749.97
MCHENRY	MTTEL	390005060	14,455.16
MCLEANSBORO	MTTEL	390005080	1,737.18
MELROSE PARK	MTTEL	390005450	69,476.42
MENDOTA	MTTEL	390005480	18,854.19
MEREDOSIA	MTTEL	390005490	1,193.13
MERRIONETTE PARK	MTTEL	390005500	3,907.08
METAMORA	MTTEL	390005510	4,109.87
METROPOLIS	MTTEL	390005530	12,979.40
METTAWA	MTTEL	390005532	18,282.17
MIDLOTHIAN	MTTEL	390005550	30,677.08
MILAN	MTTEL	390005560	11,894.73
MILL SHOALS	MTTEL	390005590	42.25
MILLEDGEVILLE	MTTEL	390005580	120.72
MINIER	MTTEL	390005630	2,584.33
MINONK	MTTEL	390005640	2,543.81
MINOOKA	MTTEL	390005650	27,843.49
MOKENA	MTTEL	390005660	11,742.77
MOLINE	MTTEL	390005670	135,594.15
MONEE	MTTEL	390005690	8,612.70
MONMOUTH	MTTEL	390005700	18,305.66
MONTGOMERY	MTTEL	390005720	40,825.97
MONTICELLO	MTTEL	390005730	1,271.12
MORRISON	MTTEL	390005760	1,468.28
MORTON	MTTEL	390005780	53,190.46
MORTON GROVE	MTTEL	390005790	82,206.40
MOUND CITY	MTTEL	390005800	964.47
MOUNDS	MTTEL	390005810	1,878.01
MOUNT CARMEL	MTTEL	390005830	13,171.96
MOUNT CARROLL	MTTEL	390005840	2,211.88
MOUNT MORRIS	MTTEL	390005850	4,606.81

RESOLUTION NO. 16-05

**A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE LANDFILL LEACHATE TREATMENT AGREEMENTS
WITH THE COUNTY OF WHITESIDE AND
WASTE MANAGEMENT OF ILLINOIS, INC.**

WHEREAS, City of Morrison operates a permitted waste water treatment plant (WWTP) within the city limits; and

WHEREAS, the County of Whiteside and Waste Management of Illinois, Inc., (WMI), own and/or operate a permitted landfill within close proximity to the limits of the City and have been issued a water pollution control permits for the disposal of landfill leachate and/or gas condensate specifically authorizing transfer to the Morrison WWTP; and

WHEREAS, the Corporate Authorities of the City of Morrison believe it is in the best interests of the City, to continue to allow the County and WMI to transfer landfill leachate and/or gas condensate to the Morrison WWTP, under such terms and conditions as are set forth in Exhibit A (County) and Exhibit B (WMI), proposed landfill leachate treatment agreements.

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 Landfill Leachate Treatment Agreements, in substantially the same form as reflected on attached Exhibits A and B.

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 _____, 2016.

SIGNED: _____

Mayor

ATTEST:

City Clerk

LANDFILL LEACHATE TREATMENT AGREEMENT

THIS LANDFILL LEACHATE TREATMENT AGREEMENT (the “Agreement”) is effective as of the ____ day of _____, 2016 (the “Effective Date”), and is by and between CITY OF MORRISON (“City”), an Illinois municipal corporation, and the COUNTY OF WHITESIDE (“Whiteside”). City and County, are collectively referred to as the “Parties,” and singularly as a “Party.”

RECITALS:

- A. County owns and operates a closed solid waste landfill located at Route 30, Whiteside County, Illinois, (the “Landfill”).
- B. City owns and operates a permitted wastewater treatment plant (“WWTP”).
- C. In connection with the operation of the Landfill, County generates landfill leachate (“Leachate”).
- D. County desires to continue City’s past practices of permitting Leachate from the Landfill to be treated at the WWTP.
- E. Upon the terms and conditions set forth herein, City agrees to accept and treat Leachate from the Landfill at the WWTP.

THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Effect of Recitals.** The foregoing recitals are true and correct and by this reference are incorporated into the terms and conditions of this Agreement.
2. **Services.** Upon the terms and subject to the conditions set forth in this Agreement, City will accept for treatment, and treat, Leachate from the Landfill utilizing City’s WWTP (the “Services”). County agrees to pay City for Services.
3. **Term.** This Agreement shall have a one year term of from the Effective Date (the “Term”), and shall, unless earlier terminated in accordance with Paragraph 12, automatically renew for successive one year terms.
4. **Payment.** On a monthly basis during the term of this Agreement, City shall submit to County an invoice for the Leachate treated during the preceding month and a statement summarizing amounts due and amounts paid by County during the preceding month. County shall pay the full amount of each invoice to City within forty-five (45) days of the date of each invoice. City shall be entitled to charge County a late fee on all past due amounts, accruing from the date that is 45 days from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law.

Charges for acceptance and treatment of Leachate by the City shall be:

- \$0.015 per gallon effective May 1, 2016
- \$0.0175 per gallon effective May 1, 2017
- \$0.02 per gallon effective May 10, 2018
- For all periods after May 10, 2018, the amount shall be set by City and notice given to the other Parties.

5. **Permits.** This Agreement shall not be effective until all Parties have obtained from governmental agencies having jurisdiction over the operation of the WWTP or the Landfill, respectively, all permits and licenses necessary to provide and receive the Service (the “Permits”). The Parties shall use commercially reasonable efforts to ensure that any amendments, reissuances, or modifications to the Permits allow for the Service contemplated hereunder, and otherwise to procure and thereafter maintain the Permits. The Parties agree to cooperate with each other to the extent applicable and necessary to enable each Party to procure and maintain the Permits.

6. **Leachate Quality.** Leachate shall meet the following criteria:

- (i) Leachate shall be within the specifications and other limitations set forth in the Permits, as such Permits may be modified or amended.
- (ii) Leachate shall be within any additional specifications and limitations reasonably imposed by City in response to actual or reasonably anticipated regulatory requirements.
- (iii) Leachate shall not materially adversely affect the WWTP.
- (iv) County shall sample and analyze the Leachate on a semi-annual basis, unless an applicable Permit requires greater frequency.
- (v) County shall analyze the Leachate for (a) all parameters specified in the Permits, and (b) any other parameters reasonably requested by City.

7. **Leachate Volume.**

- (i) Up to 36,000 gallons of Leachate may be delivered to the City WWTP Site per Day, with a Day constituting the twenty-four (24) hour period beginning on any given day at 12:00 a.m. Central Time and ending at 11:59:59 p.m. Central Time (a “Day”).

8. **Delivery.** Except to the extent that City has agreed to transport some or all of the Leachate to the WWTP, County shall, at its sole cost and expense, deliver the Leachate to the WWTP and discharge the Leachate into the WWTP at a location specified by City. While not presently contemplated, any and all costs necessary to construct improvements to the City Site or the WWTP infrastructure and/or maintain the facilities necessary for the safe unloading of the Leachate at the City Site shall be borne by County, but only after the City provides plans and a

cost estimate for any proposed improvements for review and approval by the County prior to commencing any said improvements.

9. **Temporary Service Interruption.** If City is temporarily unable to provide any or all of the Service (a “Temporary Service Interruption”), City shall give verbal notice thereof to County, as applicable, followed by written notice (an “Interruption Notice”). In such event, City will treat County no less or more favorably than other units within the City requiring the Service. The Interruption Notice shall set forth (i) a reasonably detailed explanation of the events and circumstances affecting City’s temporary inability to provide the Service, (ii) the period of time it estimates that it will be unable to provide the Service, and (iii) the level of the Service that City will be able to provide during the Temporary Service Interruption, if any. City shall use commercially reasonable efforts to rectify the Temporary Service Interruption as soon as practical and shall keep County reasonably informed of its activities in connection therewith as well as its progress.

10. **Information Sharing.** County shall provide to City copies of all information provided by County to any agency with jurisdiction relative to the Leachate that is tendered for treatment to City under this Agreement, including but not limited to, any data, reports, plans and studies.

11. **Volume Measurement.** County shall track Leachate volume and the volumes shall be reported to City upon delivery.

12. **Termination.** The Parties may terminate the Agreement as follows:

12.1 **Termination Without Cause by Any Party.** Any party to this Agreement may terminate this Agreement at any time upon thirty (30) days written notice to the other parties.

12.2 **Other Termination Events.** This Agreement may be terminated for any of the following reasons, which termination shall not be considered a breach or violation of this Agreement:

- (i) If City suspends operations of the WWTP for greater than ninety (90) days or closes the WWTP or any portion of the WWTP which is necessary for City to provide the Service, in which event, and subject to regulatory disclosure limitations and conditions, City shall provide written notice to County at the earliest feasible juncture, but in no event less than sixty (60) days prior to the suspension or closure, and this Agreement shall suspend for a like period of time or terminate, depending upon the specific circumstances;
- (ii) The cancellation or loss of any of the Permits, or a change in any Permit rendering treatment of the Leachate infeasible; or
- (iii) The operational inability to successfully treat the Leachate despite commercially reasonable efforts.

12.4 **No Damages for Certain Termination Events.** Neither Party shall be entitled to any damages in the event of termination under Sections 12.1 and 12.2.

13. **Disclaimer of Warranties.** City agrees that it shall use commercially reasonable efforts to provide the Service in accordance with the terms of this Agreement. County hereby expressly acknowledge that City does not make any express or implied warranties, conditions, or representations to County with respect to the Service, or otherwise, whether oral or written, express, implied or statutory.

14. **Limited Liability.** The Parties shall not be liable to one another for any incidental, indirect, special, consequential, punitive or exemplary damages of any kind whether foreseeable or otherwise including, but not limited to, any loss of use, loss of business, loss of profits or loss of revenues, whether such claims are in tort, contract, breach of this Agreement or any warranty, or any other theory. The limitations on liability in this paragraph shall apply to the Mutual Indemnification obligations stated in Section 15.1 below, but shall not apply to the Operational Indemnification obligations of the Parties stated in Section 15.2 below.

15. **Indemnification.** The Parties agree to the following indemnification provisions:

15.1. **Mutual Indemnification.** City and County (each being an “Indemnitor” for the purposes of Section 15.1) each agrees to defend, indemnify and hold the other and its respective affiliates, agents, employees, officers, owners, directors, successors, assigns, and subcontractors (“Indemnitee”) harmless, against any and all third-party claims, damages, fines, penalties, costs, forfeitures, demands, causes of action, suits, judgments, liabilities or losses (including sums paid in settlement of claims, reasonable attorneys’ fees, consultant fees, expert fees and costs) (“Claim”) arising out of Indemnitor’s negligent acts or omissions, including those of its officers, employees, contractors, agents and subcontractors, except that no right of indemnity shall exist in that portion of such Claim resulting from the negligent acts or omissions of Indemnitee, its officers, employees, contractors, agents and subcontractors, or if the Indemnitor has relied on the express written approval, acceptance or instructions of Indemnitee with respect to the act or omission giving rise to the Claim.

15.2 **Operational Indemnification by County.** Notwithstanding the foregoing, the County shall indemnify and hold City and its agents, employees, officers, directors, successors, and assigns harmless from any and all third-party claims, damages, fines, penalties, costs, liabilities or losses (including sums paid in settlement of claims, reasonable attorneys’ fees, consultant fees, expert fees and costs) undertaken or assessed against City to the extent and as a result of:

- (i) The delivery by the County or any of their employees, contractors, agents or subcontractors of Leachate to City that is not in compliance with the terms of this Agreement or the terms of the Permits;
- (ii) The failure by County or any of their employees, contractors, agents or subcontractors to comply with all applicable laws, rules and regulations of

the United States Environmental Protection Agency or the State of Illinois Environmental Protection Agency or any other applicable governmental agency that govern Leachate treatment or handling, including but not limited to the terms and conditions of applicable Permits.

- (iii) The delivery by the County or any of their employees, contractors, agents or subcontractors of material to City that contains Hazardous Materials, where “Hazardous Materials” means any toxic, hazardous, dangerous, or restricted substance or waste, including medical waste, petroleum, or any byproducts or fractions thereof, polychlorinated biphenyls (PCBs), urea formaldehyde foam insulation, asbestos, radon, other radioactive substances, polyaromatic hydrocarbons, pesticides, and any other substances regulated by, and identified as “hazardous” by, federal, state, local or municipal laws, regulations, rules, and codes, and any judicial or administrative interpretation thereof, on the basis of their actual or potential adverse effect on human health and/or the environment.

15.3 **Procedure.** Indemnatee shall notify Indemnitor within thirty (30) calendar days after receipt of notice of the commencement of any third party Claim against Indemnatee, for which indemnity may be sought; provided, however, that the failure to provide such notice shall not relieve Indemnitor of its indemnity obligations, unless the Indemnitor is prejudiced by such delay. Indemnitor shall have the right, but not the obligation, upon notice to Indemnatee, and at Indemnitor’s own expense, to assume the defense of any such Claim with reputable counsel reasonably acceptable to Indemnatee. Indemnitor shall be entitled to settle any such Claim without Indemnatee’s written consent if the settlement is only for money damages and the Indemnitor pays the damages and does not admit fault upon Indemnatee, but shall otherwise require Indemnatee’s consent, which may be granted or withheld in Indemnatee’s reasonable discretion. Indemnatee, at Indemnitor’s cost, shall reasonably cooperate with Indemnitor in the defense of such Claim. In the event a dispute exists over whether a Party is entitled to indemnification, each Party shall defend itself until the dispute is resolved. Upon resolution of the indemnification dispute, the prevailing Party shall be entitled to indemnification for its defense costs incurred prior to resolution.

16. **Compliance with Laws.** Each Party shall comply in all material respects with all federal, state and local laws, rules and regulations applicable thereto and relating to its performance hereunder. Each Party has obtained or will obtain, and agrees to maintain and comply in all material respects with during the Term (or any extension, renewal or continuation of the Term), all necessary permits, licenses, zoning and other federal state or local authorizations required to perform the Service under this Agreement and will furnish copies thereof to the other Party upon request.

17. **Compliance with Policies and Access to Premises.** When a Party’s employees, contractors or representatives are on the premises of the other Party, such Party shall cause such persons to observe the working hours, working rules, and safety and security policies and procedures established by the other Party.

18. **Change of Law.** Notwithstanding any other provision in this Agreement, if there occurs any change of law, rule, regulation, guideline or permit which results in a material adverse effect on the legitimate expectations of either Party at the time such Party entered into this Agreement, both Parties agree to cooperate in making reasonable revisions to this Agreement to the minimum degree necessary in order to enable this Agreement, as revised, to fulfill, to the maximum extent possible, the legitimate expectations of both Parties, so long as the change is not the result of either Party's intent to change laws in an attempt to avoid the obligations of this Agreement.

19. **Assignment.** Except as provided below, neither Party may assign (by operation of law or otherwise) this Agreement (or any of its rights and obligations under this Agreement) without the written consent of the other Party.

20. **Choice of Law and Venue.** The interpretation, performance and enforcement of this Agreement and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflicts of laws.

21. **Waivers.** No part of this Agreement may be waived except by the written agreement of the Parties. Forbearance in any form from demanding performance is not a waiver of performance. Until complete performance under this Agreement, the Party owed performance may invoke any remedy under this Agreement or under law, despite its past forbearance. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

22. **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, then this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the Parties by virtue of the authorship of any of the provisions of this Agreement.

23. **Entire Agreement.** The Agreement is the complete agreement between the Parties concerning Service contemplated hereunder, and may be modified only by a written instrument executed by the Parties. Unless otherwise agreed by the Parties, this Agreement supersedes and renders void any prior communications, representations, proposals, understandings or agreements, either written or oral, between the Parties relating to its subject matter.

24. **Modifications in Writing.** No provision of this Agreement may be waived, changed, modified, or the termination or discharge thereof agreed to except by the mutual written agreement of the Parties.

25. **Severability.** The provisions of this Agreement will be deemed severable and if any part of any provision is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.

26. **Notice.** Any notice to be given hereunder shall be in writing and shall either be personally delivered, sent by certified or registered mail (return receipt requested, postage prepaid), sent by reputable overnight delivery service, sent by facsimile with telephone verification of receipt, or sent by email with a reply verification of receipt at the address of the Party stated on the first page of this Agreement. A Party wishing to change his designated address shall do so by notice in writing to the other Party. In addition to the foregoing, a copy of any notice provided hereunder by County shall also be sent to the following:

If to City:

If to the County:

27. **No Partnership or Third Party Rights.** Nothing contained in this Agreement shall create any partnership, joint venture, or other arrangement between the Parties hereto. Except as expressly provided herein, no term or provision of this Agreement is intended to or shall be for the benefit of any person not a Party, and no such other person shall have any right or cause of action hereunder.

28. **Independent Contractor Relationship.** This Agreement is not intended to create nor shall be construed to create any relationship between the Parties other than that of independent entities contracting for the purpose of effecting provisions of this Agreement.

29. **Business Day Requirements.** If a notice or other action is required to be taken by a Party under this Agreement on a day that is not a business day then such notice or other action shall be deemed to be required to be taken on the next occurring business day.

30. **Headings.** The headings of the particular paragraphs or subparagraphs of this Agreement are intended for guidance only, and shall not be relied upon in the construction or interpretation of this Agreement, nor shall they restrict the scope of the particular paragraphs or subparagraphs to which they refer.

31. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. As used herein, "counterparts" shall include full copies of this Agreement signed and delivered by facsimile transmission, electronic mail, as well as photocopies of such facsimile transmission.

32. **Continuation.** In the event of the expiration or earlier termination of this Agreement, any provisions that by their very nature need to survive in order to be given their full intended effect shall so survive.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective the day and year first above written.

CITY OF MORRISON

By _____

COUNTY OF WHITESIDE

By _____

LANDFILL LEACHATE TREATMENT AGREEMENT

THIS LANDFILL LEACHATE TREATMENT AGREEMENT (the “Agreement”) is effective as of the _____ day of _____, 2016 (the “Effective Date”), and is by and between CITY OF MORRISON (“City”), an Illinois municipal corporation, and WASTE MANAGEMENT OF ILLINOIS, INC. (“WMI”). City and WMI are collectively referred to as the “Parties,” and singularly as a “Party.”

RECITALS:

- A. Whiteside County owns and WMI operates a solid waste landfill located at Route 30, Whiteside County, Illinois, (the “Landfill”).
- B. City owns and operates a permitted wastewater treatment plant (“WWTP”).
- C. In connection with the operation of the Landfill, WMI generate landfill leachate (“Leachate”).
- D. WMI desires to continue City’s past practices of permitting Leachate from the Landfill to be treated at the WWTP.
- E. Upon the terms and conditions set forth herein, City agrees to accept and treat Leachate from the Landfill at the WWTP.

THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Effect of Recitals.** The foregoing recitals are true and correct and by this reference are incorporated into the terms and conditions of this Agreement.
2. **Services.** Upon the terms and subject to the conditions set forth in this Agreement, City will accept for treatment, and treat, Leachate from the Landfill utilizing City’s WWTP (the “Services”). WMI agree to pay City for Services.
3. **Term.** This Agreement shall have a one year term of from the Effective Date (the “Term”), and shall, unless earlier terminated in accordance with Paragraph 12, automatically renew for successive one year terms.
4. **Payment.** On a monthly basis during the term of this Agreement, City shall submit to WMI an invoice for the Leachate treated during the preceding month and a statement summarizing amounts due and amounts paid by WMI during the preceding month. WMI shall pay the full amount of each invoice to City within forty-five (45) days of the date of each invoice. City shall be entitled to charge WMI a late fee on all past due amounts, accruing from the date that is 45 days from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law.

Charges for acceptance and treatment of Leachate by the City shall be:

- \$0.015 per gallon effective May 1, 2016
- \$0.0175 per gallon effective May 1, 2017
- \$0.02 per gallon effective May 10, 2018
- For all periods after May 10, 2018, the amount shall be set by City and notice given to the other Parties.

5. **Permits.** This Agreement shall not be effective until the Effective Date. All Parties represent they have obtained from governmental agencies having jurisdiction over the operation of the WWTP or the Landfill, respectively, all permits and licenses necessary to provide and receive the Service (the “Permits”). The Parties shall use commercially reasonable efforts to ensure that any amendments, reissuances, or modifications to the Permits allow for the Service contemplated hereunder, and otherwise to procure and thereafter maintain the Permits. The Parties agree to cooperate with each other to the extent applicable and necessary to enable each Party to procure and maintain the Permits.

6. **Leachate Quality.** Leachate shall meet the following criteria:

- (i) Leachate shall be within the specifications and other limitations set forth in the Permits, as such Permits may be modified or amended.
- (ii) Leachate shall be within any additional specifications and limitations reasonably imposed by City in response to actual or reasonably anticipated regulatory requirements.
- (iii) Leachate shall not materially adversely affect the WWTP.
- (iv) WMI shall sample and analyze the Leachate on a semi-annual basis, unless an applicable Permit requires greater frequency.
- (v) WMI shall analyze the Leachate for (a) all parameters specified in the Permits, and (b) any other parameters reasonably requested by City.

7. **Leachate Volume.**

- (i) Up to **36,000** gallons of Leachate may be delivered to the City WWTP Site per Day, with a Day constituting the twenty-four (24) hour period beginning on any given day at 12:00 a.m. Central Time and ending at 11:59:59 p.m. Central Time (a “Day”). The Parties agree that WM has no minimum delivery obligations under this Agreement.

8. **Delivery.** WMI shall, at its sole cost and expense, deliver the Leachate to the WWTP and discharge the Leachate into the WWTP at a location specified by City. While not presently contemplated, any and all costs necessary to construct improvements to the City Site or the WWTP infrastructure and/or maintain the facilities necessary for the safe unloading of the Leachate at the City Site shall be borne by the City. [The City, however, shall have no obligation](#)

[to make any such repairs and make elect to advise that no further leachate will be accepted.](#)

9. **Temporary Service Interruption.** If City is temporarily unable to provide any or all of the Service (a “Temporary Service Interruption”), City shall give verbal notice thereof to WMI, as applicable, followed by written notice (an “Interruption Notice”). In such event, City will treat WMI no less or more favorably than other units within the City requiring the Service. The Interruption Notice shall set forth (i) a reasonably detailed explanation of the events and circumstances affecting City’s temporary inability to provide the Service, (ii) the period of time it estimates that it will be unable to provide the Service, and (iii) the level of the Service that City will be able to provide during the Temporary Service Interruption, if any. City shall use commercially reasonable efforts to rectify the Temporary Service Interruption as soon as practical and shall keep WMI reasonably informed of its activities in connection therewith as well as its progress.

10. **Information Sharing.** WMI shall provide to City copies of all information provided by WMI to any agency with jurisdiction relative to the Leachate that is tendered for treatment to City under this Agreement, including but not limited to, any data, reports, plans and studies.

11. **Volume Measurement.** WMI shall track Leachate volume and the volumes shall be reported to City upon delivery.

12. **Termination.** The Parties may terminate the Agreement as follows:

12.1 **Termination Without Cause by Any Party.** Any party to this Agreement may terminate this Agreement at any time upon thirty (30) days written notice to the other parties.

12.2 **Other Termination Events.** This Agreement may be terminated for any of the following reasons, which termination shall not be considered a breach or violation of this Agreement:

- (i) If City suspends operations of the WWTP for greater than ninety (90) days or closes the WWTP or any portion of the WWTP which is necessary for City to provide the Service, in which event, and subject to regulatory disclosure limitations and conditions, City shall provide written notice to WMI at the earliest feasible juncture, but in no event less than sixty (60) days prior to the suspension or closure, and this Agreement shall suspend for a like period of time or terminate, depending upon the specific circumstances;
- (ii) The cancellation or loss of any of the Permits, or a change in any Permit rendering treatment of the Leachate infeasible; or
- (iii) The operational inability to successfully treat the Leachate despite commercially reasonable efforts.

12.4 **No Damages for Certain Termination Events.** Neither Party shall be entitled to any damages in the event of termination under Sections 12.1 and 12.2.

13. **Disclaimer of Warranties.** City agrees that it shall provide the Service in accordance with the terms of this Agreement. WMI hereby expressly acknowledge that City does not make any express or implied warranties, conditions, or representations to WMI with respect to the Service, or otherwise, whether oral or written, express, implied or statutory.

14. **Limited Liability.** The Parties shall not be liable to one another for any incidental, indirect, special, consequential, punitive or exemplary damages of any kind whether foreseeable or otherwise including, but not limited to, any loss of use, loss of business, loss of profits or loss of revenues, whether such claims are in tort, contract, breach of this Agreement or any warranty, or any other theory. The limitations on liability in this paragraph shall apply to the Mutual Indemnification obligations stated in Section 15.1 below.

15. **Indemnification.** The Parties agree to the following indemnification provisions:

15.1. **Mutual Indemnification.** City and WMI (each being an “Indemnitor” for the purposes of Section 15.1) each agrees to defend, indemnify and hold the other and its respective affiliates, agents, employees, officers, owners, directors, successors, assigns, and subcontractors (“Indemnitee”) harmless, against any and all third-party claims, damages, fines, penalties, costs, forfeitures, demands, causes of action, suits, judgments, liabilities or losses (including sums paid in settlement of claims, reasonable attorneys’ fees, consultant fees, expert fees and costs) (“Claim”) arising out of Indemnitor’s (i) negligent acts or omissions, including those of its officers, employees, contractors, agents and subcontractors, except that no right of indemnity shall exist in that portion of such Claim resulting from the negligent acts or omissions of Indemnitee, its officers, employees, contractors, agents and subcontractors, or if the Indemnitor has relied on the express written approval, acceptance or instructions of Indemnitee with respect to the act or omission giving rise to the Claim; (ii) failure to comply, or any of their employees, contractors, agents or subcontractors failure to comply, with all applicable laws, rules and regulations of the United States Environmental Protection Agency or the State Illinois Environmental Protection Agency or any other applicable governmental agency that govern Leachate treatment or handling, including but not limited to the terms and conditions of applicable Permits; (iii) breach of any material provision of this Agreement.

15.2 **Procedure.** Indemnitee shall notify Indemnitor within thirty (30) calendar days after receipt of notice of the commencement of any third party Claim against Indemnitee, for which indemnity may be sought; provided,

however, that the failure to provide such notice shall not relieve Indemnitor of its indemnity obligations, unless the Indemnitor is prejudiced by such delay.

Indemnitor shall have the right, but not the obligation, upon notice to Indemnitee, and at Indemnitor's own expense, to assume the defense of any such Claim with reputable counsel reasonably acceptable to Indemnitee.

Indemnitor shall be entitled to settle any such Claim without Indemnitee's written

consent if the settlement is only for money damages and the Indemnitor pays the damages and does not admit fault upon Indemnitee, but shall otherwise require Indemnitee's consent, which may be granted or withheld in Indemnitee's reasonable discretion.

Indemnitee, at Indemnitor's cost, shall reasonably cooperate with Indemnitor in the defense of such Claim. In the event a dispute exists over whether a Party is entitled to indemnification, each Party shall defend itself until the dispute is resolved. Upon resolution of the indemnification dispute, the prevailing Party shall be entitled to indemnification for its defense costs incurred prior to resolution.

16. **Compliance with Laws.** Each Party shall comply in all material respects with all federal, state and local laws, rules and regulations applicable thereto and relating to its performance hereunder. Each Party has obtained or will obtain, and agrees to maintain and comply in all material respects with during the Term (or any extension, renewal or continuation of the Term), all necessary permits, licenses, zoning and other federal state or local authorizations required to perform the Service under this Agreement and will furnish copies thereof to the other Party upon request.

17. **Compliance with Policies and Access to Premises.** When a Party's employees, contractors or representatives are on the premises of the other Party, such Party shall cause such persons to observe the working hours, working rules, and safety and security policies and procedures established by the other Party.

18. **Change of Law.** Notwithstanding any other provision in this Agreement, if there occurs any change of law, rule, regulation, guideline or permit which results in a material adverse effect on the legitimate expectations of either Party at the time such Party entered into this Agreement, both Parties agree to cooperate in making reasonable revisions to this Agreement to the minimum degree necessary in order to enable this Agreement, as revised, to fulfill, to the maximum extent possible, the legitimate expectations of both Parties, so long as the change is not the result of either Party's intent to change laws in an attempt to avoid the obligations of this Agreement.

19. **Assignment.** Except as provided below, neither Party may assign (by operation of law or otherwise) this Agreement (or any of its rights and obligations under this Agreement) without the written consent of the other Party.

20. **Choice of Law and Venue.** The interpretation, performance and enforcement of this Agreement and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflicts of laws.

21. **Waivers.** No part of this Agreement may be waived except by the written agreement of the Parties. Forbearance in any form from demanding performance is not a waiver of performance. Until complete performance under this Agreement, the Party owed performance may invoke any remedy under this Agreement or under law, despite its past forbearance. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

22. **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, then this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the Parties by virtue of the authorship of any of the provisions of this Agreement.

23. **Entire Agreement.** The Agreement is the complete agreement between the Parties concerning Service contemplated hereunder, and may be modified only by a written instrument executed by the Parties. Unless otherwise agreed by the Parties, this Agreement supersedes and renders void any prior communications, representations, proposals, understandings or agreements, either written or oral, between the Parties relating to its subject matter.

24. **Modifications in Writing.** No provision of this Agreement may be waived, changed, modified, or the termination or discharge thereof agreed to except by the mutual written agreement of the Parties.

25. **Severability.** The provisions of this Agreement will be deemed severable and if any part of any provision is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.

26. **Notice.** Any notice to be given hereunder shall be in writing and shall either be personally delivered, sent by certified or registered mail (return receipt requested, postage prepaid), sent by reputable overnight delivery service, sent by facsimile with telephone verification of receipt, or sent by email with a reply verification of receipt at the address of the Party stated on the first page of this Agreement. A Party wishing to change his designated address shall do so by notice in writing to the other Party. In addition to the foregoing, a copy of any notice provided hereunder by shall also be sent to the following:

If to City:
City of Morrison
200 West Main Street
Morrison, IL 61270

If to WMI:
Waste Management – Prairie Hill
18762 Lincoln Rd
Morrison, IL 61270
ATTN: Mike Wiersema

27. **No Partnership or Third Party Rights.** Nothing contained in this Agreement shall create any partnership, joint venture, or other arrangement between the Parties hereto. Except as expressly provided herein, no term or provision of this Agreement is intended to or shall be for the benefit of any person not a Party, and no such other person shall have any right or cause of action hereunder.

28. **Independent Contractor Relationship.** This Agreement is not intended to create nor shall be construed to create any relationship between the Parties other than that of independent entities contracting for the purpose of effecting provisions of this Agreement.

29. **Business Day Requirements.** If a notice or other action is required to be taken by a Party under this Agreement on a day that is not a business day then such notice or other action shall be deemed to be required to be taken on the next occurring business day.

30. **Headings.** The headings of the particular paragraphs or subparagraphs of this Agreement are intended for guidance only, and shall not be relied upon in the construction or interpretation of this Agreement, nor shall they restrict the scope of the particular paragraphs or subparagraphs to which they refer.

31. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. As used herein, “counterparts” shall include full copies of this Agreement signed and delivered by facsimile transmission, electronic mail, as well as photocopies of such facsimile transmission.

32. **Continuation.** In the event of the expiration or earlier termination of this Agreement, any provisions that by their very nature need to survive in order to be given their full intended effect shall so survive.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective the day and year first above written.

CITY OF MORRISON

By _____

WASTE MANAGEMENT OF ILLINOIS, INC.

By _____