

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

July 25, 2016 ♦ 7 p.m.

**AGENDA**

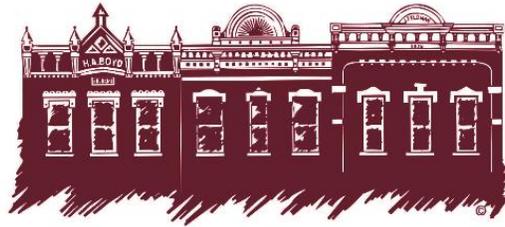
- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. PUBLIC COMMENT
- V. BOARD & COMMISSION REPORTS
  1. Park & Recreation Advisory Board (att)
- VI. REPORT OF CITY OFFICERS/REPORT OF DEPARTMENT HEADS
  1. City Engineer (att)
- VII. CONSENT AGENDA (FOR ACTION)
  1. July 11, 2016 Regular Session Minutes (att)
  2. July 20, 2016 Special Session Minutes (att)
  3. Bills Payable (att)
  4. Request for Street Closure – Morrison Rotary – Harvest Hammer (att)
- VIII. ITEMS REMOVED FROM CONSENT AGENDA (FOR DISCUSSION AND POSSIBLE ACTION)
- IX. ITEMS FOR CONSIDERATION AND POSSIBLE ACTION
  1. Resolution #16-07 – Police Protection Referendum (att)
  2. Proceed with A1 or B1 Bond Restructuring Schedule (att)
  3. CDBG Fehr-Graham Engineering Services (att)
  4. Fehr-Graham Winfield Street Engineering Agreement (att)
- X. ADJOURNMENT



## **MORRISON PARKS & REC BOARD Meeting Minutes**

**Tuesday, June 21, 2016 - 7:00 PM  
City Hall 200 W Main St  
Lower Level**

- I. Call to Order at 7:08pm
- II. Roll Call/Attendance
  - a. Board Members
    - a. Kelly West – Absent
    - b. Jim Strating - Present
    - c. Matt Tichler - Present
    - d. Brad Yaklich - Present
    - e. Barb Benson - Present
  - b. Visitors Present
    - a. Parks & Rec Director Jim DuBois
    - b. Vern Tervelt
    - c. Marti Wood
- III. Public Comment
  - a. None
- IV. Minutes presented from May 17<sup>th</sup>, 2016 Meeting.
  - a. Motion by Barb Benson, 2<sup>nd</sup> Brad Yaklich. All in favor.
- V. Old Business
  - a. Wellness Wednesdays – Update
    - a. Having a good response so far. 5-6 people at Yoga. Will update Facebook with future events.
- VI. New Business
  - a. National Parks and Rec Month July – Update
    - a. Youth Summer Fun Activities
      - a. Tuesday/Thursdays in July
      - b. By 6/25 should have all events finalized
    - b. Summer Extravaganza – July 30<sup>th</sup>
      - a. 3 Restaurants will have eating contests (Buffalo Wild Wings, Hardees, Happy Joes)
      - b. \$3,000 donated towards fireworks so far
      - c. 100 + new parking spots added by equipment shed
      - d. Corn Boil by FFA



## CITY OF MORRISON

- e. Athletic Boosters will run the Beer Garden
- f. High School Boys Basketball team will help in kids area
- g. High School Cheerleaders will have face painting
- h. Bags/Volleyball Tournaments start at 2PM
- i. Dunk Tank
- c. Summer Activities Updates
  - a. T-Ball has started. 86 kids with 10 teams and 9 team sponsors. Games will start July 9<sup>th</sup>
  - b. ASA Softball Tournament was held with 26 teams participating
  - c. Boys Majors League Tournament was held with 9 teams participating
  - d. Flag Football sign up will be held in July. Will advertise at opening of TBall games in July. Will put information on Jr. Tackle website.
- VII.** Items for next meeting on July 19th
  - a. Final updates for Summer Extravaganza
  - b. Flag Football Update
- VIII.** Adjournment – Motion Brad Yaklich, 2<sup>nd</sup> Barb Benson. All in Favor. 8:10pm

Memo to: Mr. Gary Tresenriter - Director of Public Works      From: Fehr Graham  
Subject: Engineering Report - June 2016                              Date: July 21, 2016

**A. Waste Water Treatment Plant (WWTP):**

Progress & Coordination Meetings were held onsite on June 9<sup>th</sup> and June 23<sup>rd</sup>. Standard topics included project safety, submittals, contractor coordination, work progress, and monthly schedules. Construction for the month included working on the storm water detention areas, pouring the final concrete for the aero-mod system, plumbing, piping, forming walls, and setting rebar. Earthwork operations continued. 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. Waterworks Park Pump Station, Genesee Avenue Pump Station, and Sanitary Sewer Improvements:**

The City Council awarded this project to Civil Constructors from Freeport, Illinois for their low total alternate bid (sanitary sewer material) for \$3,289,937.35. This award is contingent upon receiving a formal loan offer from the Illinois Environmental Protection Agency (IEPA). Project documentation is being completed and submitted to the IEPA for consideration and final loan approval.

**C. 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.

**D. 2016 Street Project:**

Wall Street from the west side of Hall Street to the west side of Cherry Street is the 2016 street project. The project includes grinding the existing pavement surface, patching approximately 10% of the pavement, and overlaying with hot-mix. Martin & Company Excavating from Oregon, Illinois has been awarded the project as the low bidder for \$110,391.20. A meeting was held onsite with the contractor on June 21<sup>st</sup> and the construction crew began operations on June 28<sup>th</sup>. The project will be completed by August 5, 2016.

**E. 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\_June 2016\_Eng\_Report.docx

The Morrison City Council met in Regular Session on July 11, 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, Kenneth Mahaffey, Harvey Zuidema, Mick Welding, Curt Bender, Vernon Tervelt, Dave Helms and Arlyn Deets.

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

There was no public comment.

Director Tresenriter presented his report:

- 1) The waste water treatment plant construction is coming along nicely. The control building iron structure is up. The concrete walls are up for the aero-mod. And the mechanicals will be installed soon.
- 2) Concrete for sidewalks on West Wall Street is anticipated to be poured Thursday. Weather permitting, the street project will be done at the end of next week.

Chamber Director Kim Ewoldsen provided an update on the Summer Extravaganza. Planning and advertising are going very well.

Alderman Bender moved to approve the Consent Agenda, which consisted of the following: June 27, 2016 Regular Session Minutes; Bills Payable; Waste Water Treatment Plant Request for Loan Disbursement #8 & Application for Payment #7; Request for Street Closure – Morrison Farmer’s Market; and Ordinance #16-10 – Request for Variance – Charles West – 618 Lincolnway Court, seconded by Alderman Mahaffey. On a roll call vote of 8 ayes (Mahaffey, Zuidema, Welding, Bender, Tervelt, Helms, Deets, Eizenga) and 0 nays, the motion carried.

Items for Consideration and Possible Action:

- 1) Alderman Mahaffey moved to include the paving of Grape & Base Streets, North of Wall Street, as part of the West Wall Street project, seconded by Alderman Deets. On a roll call vote of 8 ayes (Zuidema, Welding, Bender, Tervelt, Helms, Deets, Eizenga, Mahaffey) and 0 nays the motion carried.
- 2) Alderman Zuidema moved to approve the DCEO/CDBG Administration Services as amended (incorrect dates), seconded by Alderman Welding. On a roll call vote of 8 ayes (Welding, Bender, Tervelt, Helms, Deets, Eizenga, Mahaffey, Zuidema) and 0 nays, the motion carried.
- 3) Alderman Helms moved to waive building permit fees for structures within the locally designated historic districts, seconded by Alderman Eizenga. On a roll call vote of 8 ayes (Bender, Tervelt, Helms, Deets, Eizenga, Mahaffey, Zuidema, Welding) and 0 nays, the motion carried.

Other Items for Consideration, Discussion & Information:

- 1) CA Dykhuizen has been working with the MADC in looking for ways to encourage businesses to stay/locate in Morrison. One example is a local real estate tax abatement, which could be tied to retaining and/or creating a certain number of jobs. General thoughts from the council was that this was ok. The MADC will continue pursuing this idea.
- 2) The current building lease agreement with the Chamber of Commerce is due to expire in August 2016. Following attorney and chamber review, the agreement will return to the council for action. Contact CA with questions or concerns in the meantime.
- 3) Council discussed refinancing the current general obligation bonds. Two options seem to come to the forefront... refinancing at a lower rate until either 2029 or 2035. The topic will be on the July 25<sup>th</sup> Council Agenda.
- 4) Council discussed putting to referendum, the question of increasing the tax levy for police protection. An ordinance will be presented at the July 25<sup>th</sup> to put the question to voters.
- 5) Mayor and CA recently met with a representative from Senator Kirk's office regarding any grant opportunities available.
- 6) A drone video is available online showing the downtown street project in Maquoketa, IA.
- 7) A reminder there is a Special Council Meeting on July 20<sup>th</sup> at 4 p.m. beginning at French Creek Park to tour city facilities.
- 8) Director Tresenritter stated the public works department is installing smart meters in residences and businesses. These smart meters record data and can be helpful in helping detect leaks.

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

Meeting adjourned the meeting at 8:23 p.m.

Approved:

---

Everett Pannier, Mayor

---

Melanie T. Schroeder, City Clerk

STATE OF ILLINOIS  
COUNTY OF WHITESIDE  
CITY OF MORRISON  
OFFICIAL PROCEEDINGS

July 20, 2016

The Morrison City Council met in Special Session on July 20, 2016 at 4:00 p.m. starting at French Creek Park, 650 Portland Avenue, Morrison, IL. Mayor Everett Pannier called the meeting to order. City Clerk Melanie Schroeder was excused. City Administrator Barry Dykhuizen recorded the minutes.

Aldermen present on roll call were: Dale Eizenga, Kenneth Mahaffey, Harvey Zuidema, Mick Welding, Vernon Tervelt, Dave Helms and Arlyn Deets. Alderman Curt Bender was absent.

Other City Officials present included: Public Works Director Gary Tresenriter.

There was no public comment.

Council toured City facilities, including: WWTP Construction, French Creek Well House, Kelly Park Well/Tower, Kelly Park, Cemetery Buildings, GE Building Storage, Existing WWTP and Public Works Garage. There was no action.

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

Meeting adjourned the meeting at 6:00 p.m.

Approved:

---

Everett Pannier, Mayor

---

Melanie T. Schroeder, City Clerk

# Memo

**To:** Mayor and Council  
**From:** Melanie Schroeder, City Clerk/Collector  
**Date:** 7/19/2016  
**Re:** Bills Payable

---

The Bills Payable lists are in the amount of **\$75,511.67**.

Pre-paid checks are #11752 through #11785.

**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 # 11752 TO CHECK # 11839

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
11752	DAIRY QUEEN	CONCESSION SUPPLIES	GENERAL FUND / PARKS AND REC	CHECK TOTAL 532.00
11768	<i>Employee</i>	EYE CARE REIMBURSEMENTS	SELF INSURED DEDUCTIBLE / GENERAL	CHECK TOTAL 139.82
11769	<i>Employee</i>	HEALTH INSURANCE PREMIUM	SELF INSURED DEDUCTIBLE / GENERAL	CHECK TOTAL 459.95
11770	SHANE OSBORN	UNIFORMS	WATER/SEWER FUND / SEWER	CHECK TOTAL 140.00
11771	DAIRY QUEEN	DILLY BARS	GENERAL FUND / PARKS AND REC	CHECK TOTAL 322.00
11772	MELISSA MORRIS	DEPOSIT REFUND DEPOSIT REFUND	WATER/SEWER FUND / WATER WATER/SEWER FUND / SEWER	CHECK TOTAL 28.61 28.61 57.22
11773	MIGUEL VASQUEZ	UMPIRE	GENERAL FUND / PARKS AND REC	CHECK TOTAL 60.00
11774	DAVE OLINGER	UMPIRE	GENERAL FUND / PARKS AND REC	CHECK TOTAL 60.00
11775	JOHN KERVEN	UMPIRE	GENERAL FUND / PARKS AND REC	CHECK TOTAL 60.00
11776	JIM SMITH	UMPIRE	GENERAL FUND / PARKS AND REC	CHECK TOTAL 60.00
11777	KATHY CLARK	UMPIRE	GENERAL FUND / PARKS AND REC	CHECK TOTAL 60.00
11778	LARRY REHMEAT	UMPIRE	GENERAL FUND / PARKS AND REC	CHECK TOTAL 60.00
11779	DWAYNE WETZELL	UMPIRE	GENERAL FUND / PARKS AND REC	CHECK TOTAL 60.00

FROM CHECK # 11752 TO CHECK # 11839

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
11780	JESSI DURAN	UMPIRE	GENERAL FUND / PARKS AND REC	CHECK TOTAL 60.00
11781	EASYPERMIT POSTAGE	POSTAGE	GENERAL FUND / ADMINISTRATIVE	8.08
		POSTAGE	WATER/SEWER FUND / WATER	19.70
		POSTAGE	WATER/SEWER FUND / SEWER	22.71
				CHECK TOTAL 50.49
11782	SECRETARY OF STATE	TITLE APP 2002 MERCURY	GENERAL FUND / PUBLIC SAFETY	CHECK TOTAL 95.00
11783	SAM'S CLUB/SYNCHRONY BANK	CONCESSION SUPPLIES	GENERAL FUND / PARKS AND REC	CHECK TOTAL 595.32
11784	CENTRAL DISTRIBUTING COMPANY	MAINT SUPP - BLDG	GENERAL FUND / PARKS AND REC	CHECK TOTAL 408.62
11785	ILLINOIS MUNICIPAL LEAGUE	SUMMER EXTRAVAGANZA	GENERAL FUND / PARKS AND REC	CHECK TOTAL 1,000.00
11790	ALLIANCE MATERIALS, INC.	AG LIME	GENERAL FUND / PARKS AND REC	CHECK TOTAL 123.41
11791	ALVARADO'S PLUMBING INC.	MAINT SERV - UTILITY SYSTEM	WATER/SEWER FUND / WATER	CHECK TOTAL 1,020.00
11792	BOGOTT PLUMBING, INC.	DRINKING FOUNTAIN/RESTROOMS RESTROOM REPAIR WORK	GENERAL FUND / PARKS AND REC GENERAL FUND / PARKS AND REC	CHECK TOTAL 391.05 1,927.48 2,318.53
11793	COMMUNICATION REVOLVING FUND	SOFTWARE/HARDWARE	GENERAL FUND / PUBLIC SAFETY	CHECK TOTAL 237.10
11794	CITYBLUE TECHNOLOGIES, LLC	PRINTER INK	WATER/SEWER FUND / WATER	CHECK TOTAL 460.00
11795	DYNEGY ENERGY SERVICES	ACCT. #0696016163	GENERAL FUND / PARKS AND REC	CHECK TOTAL 778.85

FROM CHECK # 11752 TO CHECK # 11839

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
11796	EJ EQUIPMENT	CUFFED HOSE/CLAMP	WATER/SEWER FUND / SEWER	CHECK TOTAL 556.31
11797	FEHR-GRAHAM & ASSOCIATES	WWTP/IEPA LOAN	WASTE WATER TREATMENT PLANT / GENERAL	CHECK TOTAL 5,123.50
11798	FIVE STAR ENTERPRISES	TRIMMER LINE/INSERT/CAP/MIX SAW CHAIN	GENERAL FUND / CEMETERY GENERAL FUND / STREETS	84.75 23.00
11799	FRONTIER	WELL #5 815-772-3870 WELL #4 815-772-9008	WATER/SEWER FUND / WATER WATER/SEWER FUND / WATER	63.09 62.43
11800	GARAGE DOOR SPECIALISTS	COMMERCIAL OPENER PART	GENERAL FUND / STREETS	CHECK TOTAL 125.52
11801	GATEWAY SUPPLY, LTD.	GARBAGE BAGS KITCHEN TOWELS/GARBAGE BAGS T PAPER/GARBAGE BAGS	GENERAL FUND / STREETS GENERAL FUND / STREETS GENERAL FUND / PARKS AND REC	291.05 160.63 174.98
11802	GOLD STAR FS, INC.	AUTO FUEL/OIL AUTO FUEL/OIL AUTO FUEL/OIL AUTO FUEL/OIL AUTO FUEL/OIL	GENERAL FUND / STREETS GENERAL FUND / CEMETERY GENERAL FUND / PARKS AND REC WATER/SEWER FUND / WATER WATER/SEWER FUND / SEWER	216.76 32.29 64.57 78.40 69.16
11803	GRAINGER	EXHAUST FAN	WATER/SEWER FUND / WATER	CHECK TOTAL 461.18
11804	GREEN & CLEAN LAWN SERVICES	MAINT SERV - GRNDS CUST #1194	GENERAL FUND / PARKS AND REC	226.68
11805	HD SUPPLY WATERWORKS, LTD	PROTECTION BOARD	WATER/SEWER FUND / WATER	CHECK TOTAL 226.68
				CHECK TOTAL 1,162.00
				CHECK TOTAL 127.66
				CHECK TOTAL 127.66

FROM CHECK # 11752 TO CHECK # 11839

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
11806	HEAT-CO MECHANICAL INC.	MAINT SERV - H/AC T-BALL HATS/SHIRTS	GENERAL FUND / COMMUNITY ROOM GENERAL FUND / PARKS AND REC	325.96 1,055.00 1,380.96
11807	HEUSINKVELD, INC	EXTRA HATS	GENERAL FUND / PARKS AND REC	7.00
11808	HVP VENDING	CONCESSION SUPPLIES	GENERAL FUND / PARKS AND REC	774.96
11809	ILLINOIS EPA	ACCT. #110080068 (A)	WATER/SEWER FUND / SEWER	7,500.00 7,500.00
11810	ILLINOIS EPA	ACCT. #110027006 (A)	WATER/SEWER FUND / SEWER	10,000.00 10,000.00
11811	KONE INC.	ELEVATOR MAINT.	GENERAL FUND / ADMINISTRATIVE	240.00
11812	LECTRONICS, INC	MONTHLY ALARM SERVICES	GENERAL FUND / COMMUNITY ROOM	20.70
11813	LEXISNEXIS RISK DATA MNGMNT	OTHER PROFESSIONAL SERVICES	GENERAL FUND / PUBLIC SAFETY	150.00
11814	MEDIACOM	ACCT. #8384880210090324 ACCT. #8384880210090324 ACCT. #8384880210090324 ACCT. #8384880210090316 ACCT. #8384880210090316 ACCT. #8384880210090316	GENERAL FUND / ADMINISTRATIVE GENERAL FUND / ADMINISTRATIVE GENERAL FUND / ADMINISTRATIVE GENERAL FUND / ADMINISTRATIVE WATER/SEWER FUND / WATER WATER/SEWER FUND / SEWER	28.71 9.57 9.57 137.00 45.66 45.66 276.17
11815	MENARDS	ACCT. #35629	GENERAL FUND / PARKS AND REC	32.96
11816	MICHAEL TODD & COMPANY, INC.	OPERATING SUPPLIES	GENERAL FUND / PUBLIC SAFETY	95.41 95.41

FROM CHECK # 11752 TO CHECK # 11839

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
11817	MORNING DISPOSAL	MONTHLY REFUSE	REFUSE DISPOSAL FUND / GENERAL	18,860.02
				18,860.02
11818	MORRISON BLACKTOP, INC.	JUNE 2016	WATER/SEWER FUND / WATER	231.25
				231.25
11819	MORRISON TIRE CENTER	MAINT SERV - VEHICLE	WATER/SEWER FUND / WATER	22.00
		MAINT SERV - EQUIPMENT	GENERAL FUND / STREETS	20.00
		MAINT SERV - VEHICLE	WATER/SEWER FUND / SEWER	33.00
		MAINT SERV - EQUIPMENT	GENERAL FUND / CEMETERY	20.00
		MAINT SERV - EQUIPMENT	GENERAL FUND / CEMETERY	21.00
				116.00
11820	NELSON'S ELECTRIC	REPAIR LIGHT BOX ON MILNES	STREET LIGHTING FUND / GENERAL	100.00
		RESET SQUARE D ON STREET LIGHT	GENERAL FUND / STREETS	100.00
		BULBS	GENERAL FUND / STREETS	146.70
		REPAIR LIGHT ON RIDGEMOOD	STREET LIGHTING FUND / GENERAL	100.00
		BULBS	STREET LIGHTING FUND / GENERAL	49.22
				495.92
11821	NORWEST SURVEYING SERV., INC	SURVEYING PARK CORNERS	GENERAL FUND / STREETS	732.50
				732.50
11822	PREMIER LINEN&UNIFORM RENTAL	ACCT. #6782	GENERAL FUND / ADMINISTRATIVE	28.00
		ACCT. #6782	GENERAL FUND / STREETS	28.00
		ACCT. #6782	GENERAL FUND / CEMETERY	28.00
		ACCT. #6782	GENERAL FUND / PARKS AND REC	28.00
		ACCT. #6782	WATER/SEWER FUND / WATER	28.00
		ACCT. #6782	WATER/SEWER FUND / SEWER	28.00
				168.00
11823	PLAINWELL BRASS, INC	CURB BOX/COIL/INSERT	WATER/SEWER FUND / WATER	876.45
				876.45
11824	S.B.M., INC	OFFICE SUPPLIES	GENERAL FUND / ADMINISTRATIVE	68.04
		COPIER SERVICE	GENERAL FUND / ADMINISTRATIVE	115.11
				183.15

FROM CHECK # 11752 TO CHECK # 11839

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
11825	JIM SPANGLER LAWN CARE	MOWING	GENERAL FUND / PUBLIC SAFETY	CHECK TOTAL 162.50
11826	WHITESIDE CO ANIMAL CONTROL	2016-2017	GENERAL FUND / PUBLIC SAFETY	CHECK TOTAL 1,000.00
11827	WARD, MURRAY, PACE, JOHNSON PC	LEGAL SERVICE WTP ENG/LEGAL LEGAL SERVICE	GENERAL FUND / LEGISLATIVE WASTE WATER TREATMENT PLANT / GENERAL WATER/SEWER FUND / WATER	CHECK TOTAL 745.50 487.50 431.00 1,664.00
11828	STERLING COMMERCIAL ROOFING	ROOF INSPECTION REPAIRS	GENERAL FUND / COMMUNITY ROOM	CHECK TOTAL 172.50
11829	COMMUNITY FUNDING	CDAP GRANT	WATER/SEWER FUND / SEWER	CHECK TOTAL 250.00
11830	KUNES AUTO GROUP	SQ #01-MAINT - VEHICLE SQ #05 MAINT - VEHICLE '08 FORD F450	GENERAL FUND / PUBLIC SAFETY GENERAL FUND / PUBLIC SAFETY GENERAL FUND / STREETS	CHECK TOTAL 1,354.69 274.38 263.29 1,892.36
11831	S&B SIGNS	SUMMER EXTRAV	GENERAL FUND / PARKS AND REC	CHECK TOTAL 150.00
11832	CHANGE BENDER	DEPOSIT REFUND DEPOSIT REFUND	WATER/SEWER FUND / WATER WATER/SEWER FUND / SEWER	CHECK TOTAL 33.55 33.55 67.10
11833	THOMSON WEST	STATE STATUTES	GENERAL FUND / PUBLIC SAFETY	CHECK TOTAL 81.00
11834	TRIUMPH CARDMEMBER SERVICES	OPERATING SUPPLIES OTHER PROFESSIONAL SERVICE OPERATING SERVICES CONCESSION SUPPLIES OFFICE SUPPLIES POSTAGE	GENERAL FUND / PUBLIC SAFETY GENERAL FUND / PUBLIC SAFETY GENERAL FUND / PARKS AND REC GENERAL FUND / PARKS AND REC GENERAL FUND / ADMINISTRATIVE GENERAL FUND / ADMINISTRATIVE	CHECK TOTAL 650.00 115.78 44.38 1,636.00 38.29 64.00

FROM CHECK # 11752 TO CHECK # 11839

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
11834	TRIUMPH CARDMEMBER SERVICES	POSTAGE	WATER/SEWER FUND / WATER	156.00
		POSTAGE	WATER/SEWER FUND / SEWER	180.00
		COMPUTER SYSTEM MAINT&REPAIR	GENERAL FUND / ADMINISTRATIVE	1.53
		COMPUTER SYSTEM MAINT&REPAIR	WATER/SEWER FUND / WATER	7.20
		COMPUTER SYSTEM MAINT&REPAIR	WATER/SEWER FUND / SEWER	7.20
		AUTO FUEL/OIL	GENERAL FUND / PARKS AND REC	19.47
				2,919.85
			CHECK TOTAL	
11835	USA BLUEBOOK	MECHANICAL FLOAT	WATER/SEWER FUND / SEWER	206.38
		FLAGS AND PAINT	WATER/SEWER FUND / WATER	151.28
		FLAGS AND PAINT	WATER/SEWER FUND / SEWER	151.27
				508.93
			CHECK TOTAL	
11836	US CELLULAR	ACCT. #928070215	GENERAL FUND / ADMINISTRATIVE	177.50
		ACCT. #928070215	WATER/SEWER FUND / WATER	59.16
		ACCT. #928070215	WATER/SEWER FUND / SEWER	59.16
				295.82
			CHECK TOTAL	
11837	WEETS & SON SEPTIC SERVICE	MONTHLY RENTAL	GENERAL FUND / PARKS AND REC	130.00
				130.00
			CHECK TOTAL	
11838	MEX BANK	AUTO FUEL/OIL	GENERAL FUND / PUBLIC SAFETY	1,221.76
		AUTO FUEL/OIL	WATER/SEWER FUND / SEWER	144.24
		AUTO FUEL/OIL	WATER/SEWER FUND / WATER	397.81
		AUTO FUEL/OIL	GENERAL FUND / CEMETERY	113.11
		AUTO FUEL/OIL	GENERAL FUND / PARKS AND REC	382.61
		AUTO FUEL/OIL	GENERAL FUND / STREETS	544.61
				2,804.14
			CHECK TOTAL	
11839	ZIMMER & FRANCESCON, INC.	SINGLE BAND REPAIR CLAMP	WATER/SEWER FUND / WATER	526.45
				526.45
			CHECK TOTAL	
			WARRANT TOTAL	72,511.67

CITY OF MORRISON  
REQUEST FOR STREET CLOSURE  
COMMUNITY EVENT

Name of Organization: Morrison Rotary Club

Contact Person: Don Coplan

Address: 114 E. Main St., Morrison, IL 712-7441

1. EVENT FOR WHICH CLOSURE IS REQUESTED: Harvest Hamma

2. STREET(S) TO BE CLOSED: Genesee Avenue & Genesee Court from Ristic (Radic) Road to Winfield - West to Genesee St. - north to Wall St. (RR) Academic Drive from Genesee Avenue east to S.S. School parking lot.

3. DATE OF EVENT: 9-17-16 4. TIMES OF CLOSURE: 8am to 6pm

5. ELECTRICAL SERVICE REQUIRED?  Yes  No If yes, please specify such requirements: \_\_\_\_\_

6. SUPPORT SERVICE(S) REQUESTED (i.e. Police, picnic tables, street sweeping, etc.):  
Barriers & Traffic control / Police Department

The undersigned agrees to release, hold harmless, and defend the City of Morrison, its officers and agents against any and all claims for loss, damage, personal injury, or death occurring as a result of the event for which this permit is requested. Proof of insurance is required. Insurance must name the City of Morrison as an additional insured.

7-12-16  
Date

Don Coplan  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent Title

\*\*\*\*\*

**STREET CLOSURE PERMIT**

Subject to the information contained in this REQUEST FOR CLOSURE, permission to close certain city streets is hereby granted.

Receipt of the \$25.00 PERMIT FEE and/or the \$50.00 ELECTRICAL HOOK-UP CHARGE is hereby acknowledged. Fees are waived for non-profit organizations.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)  
07/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	<b>CONTACT NAME:</b> Lockton Companies <b>PHONE (A/C, No, Ext):</b> 1-800-921-3172 <b>E-MAIL ADDRESS:</b> rotary@lockton.com	<b>FAX (A/C, No):</b> 1-312-681-6769	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> 1393456 All Active US Rotary Clubs & Districts Morrison Rotary Club Attn: Risk Management Department 1560 Sherman Ave. Evanston, IL 60201-3698	<b>INSURER A:</b> Lexington Insurance Company		19437
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES** ROTIN01      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Liquor Liability</b> <input type="checkbox"/> <b>Included</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			015375594	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			015375594	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Par person) \$ XXXXXXXX BODILY INJURY (Par accident) \$ XXXXXXXX PROPERTY DAMAGE (Par accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured where required by written contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

<b>CERTIFICATE HOLDER</b> City of Morrison 200 W Main Morrison, IL 61270  Morrison Rotary Club  Harvest Hammer September 17, 2016	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

**RESOLUTION NO. 16-07**

**RESOLUTION PROVIDING FOR THE SUBMISSION TO  
THE ELECTORS OF THE CITY OF MORRISON, WHITESIDE  
COUNTY, THE QUESTION WHETHER THE CITY SHOULD HAVE  
AUTHORITY TO LEVY AN ADDITIONAL POLICE PROTECTION TAX AT A  
RATE NOT GREATER THAN THAT WHICH IS PERMITTED BY STATUTE**

Recitals

WHEREAS, Section 11-1-3 of the Illinois Municipal Code authorizes municipalities to levy a tax for police protection at a rate not greater than .075%, which levy may be increased under Section 11-1-5.1 of the Illinois Municipal Code to a rate presently not to exceed .60% of the value of all the taxable property in such municipality if approved by the electors; and

WHEREAS, the City presently levies the tax authorized under Section 11-1-3 of the Illinois Municipal Code; and

WHEREAS, the City has evaluated its economic needs and costs of providing law enforcement services within the boundaries of the municipality and are of the opinion that the present levy is insufficient; and

WHEREAS, the City Council hereby finds that it is in the best interest of the residents of the City of Morrison to place the question of an increase of the available tax levy for police protection on the ballot, for submission of the question to the electors in a referendum pursuant to Section 11-1-5.1 of the Illinois Municipal Code.

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

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

SECTION TWO: Pursuant to authority granted under Section 11-1-5.1 of the Illinois Municipal Code, the City Council finds and determines that it is in the best interests of the City to seek authorization from the electors to increase the available levy for police protection from that which is presently levied under Section 11-1-3 of the Illinois Municipal Code.

SECTION THREE: Upon such question being approved by a majority of the electors voting on the question at the regular election on November 8, 2016, the City Council may elect to levy up to the maximum amount permitted by Section 11-1-5.1 of the Illinois Municipal Code.

SECTION FOUR: The City Clerk is directed to certify, as provided on the Certification form attached hereto, and submit the following question to the County Clerk of Whiteside County, for placement on the ballot at the general election to be held on November 8, 2016, and in the following form:

Shall the City of Morrison have the authority to increase the available levy under Section 11-1-5.1 of the Municipal Code, for police protection, to a rate not to exceed .60% of the value of all the taxed property in such municipality?	YES
	NO

SECTION FIVE: In the event the State of Illinois amends the Act to revise the form of question required to be placed on the ballot, the Mayor is authorized to direct the County Clerk to change the form of the question to conform with applicable law.

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

SECTION SEVEN: The City Clerk is hereby directed to publish this Resolution in pamphlet form, post a copy of this Resolution not less than ten (10) days before the date of election at City Hall and request that the County Clerk of Whiteside County give notice of such ballot proposition in accordance with the general election law.

Passed by the Mayor and City Council of the City of Morrison, Whiteside County, Illinois on this \_\_\_\_\_ day of August, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

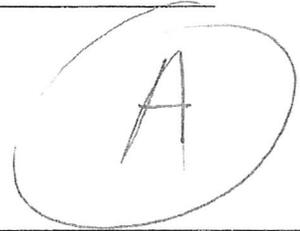
\_\_\_\_\_  
CITY CLERK

Preliminary

City of Morrison, Whiteside County, Illinois

General Obligation Bonds (Alternate Revenue Source), Series 2016

\*\*\*Restructuring to 2029 - Preliminary\*\*\*



Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
12/15/2016	20,194.77	189,600.00	209,794.77	231,096.88	21,302.11
12/15/2017	44,330.00	41,800.00	86,130.00	274,793.76	188,663.76
12/15/2018	184,330.00	-	184,330.00	276,806.26	92,476.26
12/15/2019	182,300.00	-	182,300.00	272,937.50	90,637.50
12/15/2020	180,130.00	-	180,130.00	278,862.50	98,732.50
12/15/2021	177,610.00	-	177,610.00	273,887.50	96,277.50
12/15/2022	179,880.00	-	179,880.00	278,700.00	98,820.00
12/15/2023	181,835.00	-	181,835.00	82,812.50	(99,022.50)
12/15/2024	183,385.00	-	183,385.00	84,787.50	(98,597.50)
12/15/2025	179,510.00	-	179,510.00	81,337.50	(98,172.50)
12/15/2026	180,402.50	-	180,402.50	82,887.50	(97,515.00)
12/15/2027	180,922.50	-	180,922.50	83,987.50	(96,935.00)
12/15/2028	176,055.00	-	176,055.00	79,612.50	(96,442.50)
12/15/2029	180,775.00	-	180,775.00	80,062.50	(100,712.50)
<b>Total</b>	<b>\$2,231,659.77</b>	<b>\$231,400.00</b>	<b>\$2,463,059.77</b>	<b>\$2,462,571.90</b>	<b>(487.87)</b>

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	119,069.73
Net PV Cashflow Savings @ 3.113%(AIC)	119,069.73
Contingency or Rounding Amount	2,098.47
Net Present Value Benefit	\$121,168.20
Net PV Benefit / \$1,695,000 Refunded Principal	7.149%
Net PV Benefit / \$1,830,000 Refunding Principal	6.621%

Refunding Bond Information

Refunding Dated Date	7/01/2016
Refunding Delivery Date	7/01/2016

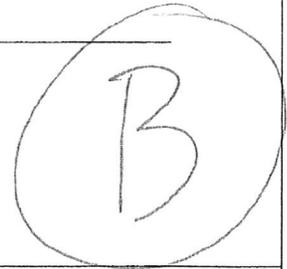
AI

Preliminary

City of Morrison, Whiteside County, Illinois

General Obligation Bonds (Alternate Revenue Source), Series 2016

\*\*\*Restructuring to 2035 - Preliminary\*\*\*



Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
12/15/2016	23,946.28	189,600.00	213,546.28	231,096.88	17,550.60
12/15/2017	52,565.00	41,800.00	94,365.00	274,793.76	180,428.76
12/15/2018	137,565.00	-	137,565.00	276,806.26	139,241.26
12/15/2019	136,332.50	-	136,332.50	272,937.50	136,605.00
12/15/2020	135,015.00	-	135,015.00	278,862.50	143,847.50
12/15/2021	133,485.00	-	133,485.00	273,887.50	140,402.50
12/15/2022	136,827.50	-	136,827.50	278,700.00	141,872.50
12/15/2023	134,937.50	-	134,937.50	82,812.50	(52,125.00)
12/15/2024	137,867.50	-	137,867.50	84,787.50	(53,080.00)
12/15/2025	135,492.50	-	135,492.50	81,337.50	(54,155.00)
12/15/2026	132,975.00	-	132,975.00	82,887.50	(50,087.50)
12/15/2027	135,315.00	-	135,315.00	83,987.50	(51,327.50)
12/15/2028	137,365.00	-	137,365.00	79,612.50	(57,752.50)
12/15/2029	134,005.00	-	134,005.00	80,062.50	(53,942.50)
12/15/2030	135,540.00	-	135,540.00	-	(135,540.00)
12/15/2031	136,800.00	-	136,800.00	-	(136,800.00)
12/15/2032	132,775.00	-	132,775.00	-	(132,775.00)
12/15/2033	133,692.50	-	133,692.50	-	(133,692.50)
12/15/2034	134,372.50	-	134,372.50	-	(134,372.50)
12/15/2035	134,810.00	-	134,810.00	-	(134,810.00)
<b>Total</b>	<b>\$2,511,683.78</b>	<b>\$231,400.00</b>	<b>\$2,743,083.78</b>	<b>\$2,462,571.90</b>	<b>(280,511.88)</b>

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	81,413.71
Net PV Cashflow Savings @ 3.507%(AIC)	81,413.71
Contingency or Rounding Amount	2,098.47
Net Present Value Benefit	\$83,512.18
Net PV Benefit / \$1,695,000 Refunded Principal	4.927%
Net PV Benefit / \$1,830,000 Refunding Principal	4.564%

Refunding Bond Information

Refunding Dated Date	7/01/2016
Refunding Delivery Date	7/01/2016



July 21, 2016

Mr. Barry Dykhuizen  
City Administrator  
City of Morrison  
200 West Main Street  
Morrison, IL 61270

**Re: Proposal for Professional Services  
Illinois Department of Commerce & Economic Opportunity  
Public Infrastructure Community Development Block Grant #15-242025  
Sanitary Sewer Rehabilitation Project**

Dear Mr. Dykhuizen,

Based on recent discussions with you, Mayor Pannier, Public Works Director Gary Tresenriter, and Sharon Pepin from Community Funding & Planning Services, we are pleased to provide you with this Proposal for Professional Services. We understand the project to consist of preparing the plans and specifications for the sanitary sewer repairs and lining project in Basin 2-B per the above referenced CDBG grant, along with providing construction observation and contract management services as required. The following is our proposed scope of services to complete these tasks:

**Design Engineering**

The intent and purpose of this portion of the project is to reduce the current magnitude of the illicit inflow and infiltration (I/I) that is negatively impacting the wastewater treatment plant. This will be accomplished by determining the problematic areas of the existing gravity sanitary sewer system and repair via Cured-In-Place Pipe (CIPP), as well as cementitious line the problematic sanitary sewer manholes.

Fehr Graham will facilitate the preparation of plans and bid documents for the selection of a contractor to complete televising (approximately 23,000 feet) of the City's sewer system, as well as the proposed CIPP work for the problematic section of the City's collection system. Upon completion of the televising, Fehr Graham will review the tapes and will rank the findings to determine the most effective use of the construction budget as it relates to determining which segments of sanitary sewer are chosen for CIPP. With that information, the contractor selected to complete the CIPP work will be directed to proceed with the lining effort.

All engineering drawings and project specifications will be prepared in accordance with general practice and in conformance with the State of Illinois and the City of Morrison requirements. A Professional Engineering Seal will be affixed on the plans and signed in accordance with the State of Illinois Department of Professional Regulation requirements.

**Construction Engineering**

Fehr Graham will provide construction observation services, conduct material testing of products delivered to the site, provide construction layout and staking for contractor's use, and review and confirm construction quantities for payment, as necessary. Construction observation will be performed on the sanitary sewer lining, manhole rehabilitation, point repairs, and/or as requested by the City. Fehr Graham will offer assistance, as necessary, to provide support throughout the project.

**Contract Management**

Fehr Graham will use the completed contract documents, conduct the pre-construction meeting, complete shop drawing review and approvals, prepare documentation of pay quantities, and will review and prepare progress and final pay requests. All field measurements, records, and photo documentation of the proposed improvements will be summarized and provided for permanent record.

**Fees**

Based upon the information available at this time, we are prepared to complete the scope of work as detailed above in accordance with the following schedule of fees:

<i>Design Engineering</i>	<i>\$26,500</i>
<i>Construction Engineering</i>	<i>\$27,000 (T&amp;M)</i>
<i>Contract Management</i>	<i>\$ 7,200 (T&amp;M)</i>

**Authorization**

I trust that the information we have provided is in line with your expectations. If you would like for us to proceed with this project, please execute the attached Agreement for Professional Services and return a copy to my attention.

Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We are looking forward to working with you on this project.

Respectfully submitted,



Shawn L. Ortgiesen, PE  
Project Manager

enclosure

SLO:rfs



## GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.  

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
10. Estimates of Fees - When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care - Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance - Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability - Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk - Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable - The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue - Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.

July 21, 2016

Mr. Barry Dykhuizen  
City Administrator  
City of Morrison  
200 West Main Street  
Morrison, IL 61270

Re: **Proposal for Professional Services - 2017 Street Project  
Winfield Street - Orange Street to Portland Avenue (IL 78)**

Dear Barry,

As discussed in recent city council meetings, the City of Morrison has selected Winfield Street from Orange Street to Portland Avenue (Illinois Route 78) as the street improvement project for the summer of 2017. Local sales tax is the proposed funding source for this project. Through recent correspondence with you, the City of Morrison is requesting Professional Engineering Services for this street improvement.

The following is our proposal for the engineering services required for this project.

**Preliminary Engineering shall include:**

- Investigation of the condition of the street for determination of the operations to be included in the program;
- Preparation of complete general and detailed special provisions, proposals, and estimates of cost;
- Assist in the receipt and evaluation of proposals and the awarding of the construction contract.

**Construction Engineering shall include:**

- Furnishing the engineering field observation of the work and the contractor's operations for compliance with the specifications as construction proceeds;
- Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work;
- Preparation and submission of partial and final payment estimates, change orders, records, and reports required by the City of Morrison.

**Fees**

Based upon the information available at this time, we are prepared to complete the scope of work as detailed above in accordance with the following schedule of fees:

<i>Preliminary Engineering</i>	<i>\$16,700</i>
<i>Construction Engineering</i>	<i>\$19,100 (T&amp;M)</i>

**Authorization**

I trust that the information we have provided is in line with your expectations. If you would like for us to proceed with this project, please execute the attached Agreement for Professional Services and return a copy to my attention.

Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We are looking forward to working with you on this project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Shawn L. Ortgiesen", with a long horizontal flourish extending to the right.

Shawn L. Ortgiesen, PE  
Project Manager

enclosure

SLO:rfs

N:\Proposals\2016\Shawn Ortgiesen\SLO\_Morrison\_2017 Street Project\_Winfield Street\_Orange to Portland\_07.20.16.docx

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

Client Mr. Barry Dykhuizen  
City Administrator  
City of Morrison  
200 West Main Street  
Morrison, IL 61270

815.772.7657

Description of Services:

**Morrison - Winfield Street Improvement Project 2017**

Fehr Graham will provide professional engineering services for Winfield Street improvements from Orange Street to Portland Avenue (IL Route 78) as Morrison's street improvement project for the summer of 2017. Local sales tax is the proposed funding source for this project.

COST: The fee for performing the above services is approximately \$35,800, as follow:

Preliminary Engineering	\$16,700
Construction Engineering	\$19,100 (Time & Materials Estimate)

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

CONSULTANT:

Signature \_\_\_\_\_

By  \_\_\_\_\_

Name \_\_\_\_\_

Name Noah J. Carmichael, PE

Title \_\_\_\_\_

Title Principal / Branch Manager

Date Accepted \_\_\_\_\_

Date Proposed July 21, 2016

## GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.  

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
10. Estimates of Fees - When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care - Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance - Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability - Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk - Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable - The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue - Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.



