

MORRISON POLICE DEPARTMENT

Michael G. Moon, Chief of Police

City Council Report for October November 10, 2025

Officer Skylar Abell went to an 8-hour Breath Alcohol Certification. All members of the Department had two-hour in-house training as we switch to a new report writing system. We received our new 2025 Ford Explorer, and it is on patrol. We received new Axon body cameras as part of an upgrade that was purchased a few years ago.

Respectfully submitted,

Michael Moon
Chief of Police

STATE OF ILLINOIS
COUNTY OF WHITESIDE
CITY OF MORRISON
OFFICIAL PROCEEDINGS

October 27, 2025

CALL TO ORDER

The Morrison City Council met in Regular Session on October 27, 2025, at 6:30 p.m. in the Morrison Community Room, 307 South Madison Street, Morrison, Illinois. The meeting was called to order by Mayor Scott Vandermyde at 6:31 p.m. City Clerk Mike Hemmer recorded the minutes. Meeting was offered to the public via Zoom and video recording to be available at <https://www.youtube.com/@CityofMorrisonIL>

ROLL CALL

Alderspersons present on roll call were Kevin Bruckner Jr, Seth Buckwalter, Sara Dunne, Sidonna Mahaffey, Todd Schlegel, Vernon Tervelt, and Matt Tichler. Absent: none. Vacancy: Ward 1. Other city officials present were City Administrator Brian Melton, Police Chief Michael Moon, and Recreation Services Director Nathan Jacobs.

PLEDGE OF ALLEGIANCE - Cited.

PUBLIC COMMENT

Brent Shadle voiced his opposition on granting a signage variance for 617 Portland Ave. Shadle argued that according to Planning & Zoning regulations, the sign did not meet several criteria as required.

REPORT OF CITY OFFICERS, DEPARTMENT HEADS AND/OR COMMITTEES

Recreation Services Director Jacobs provided an update on upcoming events and recent event turnouts.

Chief Moon provided a written report in the council packet.

CA Melton updated Council that IDOT road patching on Route 30 has been delayed to early November; representatives from IDOT would attend the November 24 meeting as an introduction to the Route 30 project; the Community Room was just painted (Andy Beranek did a great job!); and the City received almost \$300,000 funding through IDOT's Local Roads Program for phase one (planning and design) for the ends of Main Street.

CONSENT AGENDA

Ald Bruckner moved to approve Consent Agenda consisting of City Council, Meeting Minutes, October 14, 2025; Bills Payable - \$52,542.42; Planning & Zoning Board, Meeting Minutes, October 22, 2025; Treasurer's Report, September 2025 (FY 05, CY 09); seconded by Ald

Buckwalter. Ayes: Bruckner, Buckwalter, Dunne, Mahaffey, Schlegel, Tervelt, and Tichler. Nays: None. Absent: None. Vacancy: Ward 1. Motion passed.

ITEMS FOR CONSIDERATION, DISCUSSION AND POSSIBLE ACTION

Ald Bruckner moved to approve Tax Increment Financing (TIF) Consulting Services Agreement, SB Friedman, \$39,919; seconded by Ald Schlegel. Rob LaSage reviewed the TIF policy, timeline, and area of designation. Council discussed. Ayes: Bruckner, Buckwalter, Dunne, Schlegel, Tervelt, and Tichler. Nays: None. Abstain: Mahaffey. Absent: None. Vacancy: Ward 1. Motion passed.

Ald Buckwalter moved to approve Annexation of 617 Portland Avenue (Ordinance 25-13 & Agreement); seconded by Ald Mahaffey. Council discussed. Ayes: Bruckner, Buckwalter, Dunne, Mahaffey, Schlegel, Tervelt, and Tichler. Nays: None. Absent: None. Vacancy: Ward 1. Motion passed.

Ald Mahaffey moved to approve Sign Variance, 617 Portland Avenue [Refer to Planning & Zoning Board Meeting Minutes]; seconded by Ald Buckwalter. Owners were present to answer questions. Planning & Zoning Commission recommended to not approve the sign variance. Council discussed. Ayes: Buckwalter, Mahaffey, Schlegel, Tervelt, and Tichler. Nays: Bruckner and Dunne. Absent: None. Vacancy: Ward 1. Motion failed due to the 2/3 majority requirement was not met. Motion failed. NOTE: Subsequent to the meeting, the Mayor sought guidance from the City Attorney, who indicated that with the vacancy on Council, 5 votes is indeed a 2/3 majority. Thus, the motion passed and the sign variance was approved.

Ald Schlegel moved to approve Ordinance 25-11 Agreement with IMLRMA for Minimum/Maximum Contribution; seconded by Ald Mahaffey. CA Melton said this was for the city's property and liability insurance through the Illinois Municipal League. Council discussed. Ayes: Bruckner, Buckwalter, Dunne, Mahaffey, Schlegel, Tervelt, and Tichler. Nays: None. Absent: None. Vacancy: Ward 1. Motion passed.

Ald Buckwalter moved to approve 2026 IMLRMA Minimum/Maximum Contribution, \$99,243.35; seconded by Ald Mahaffey. CA Melton said the city saved almost \$20,000 this year. Council discussed. Ayes: Bruckner, Buckwalter, Dunne, Mahaffey, Schlegel, Tervelt, and Tichler. Nays: None. Absent: None. Vacancy: Ward 1. Motion passed.

Council reviewed Ordinance 25-12 Tax Levy DRAFT which will be voted on at the November 10 council meeting for public posting. CA Melton reviewed several budget items. The tax rate is decreasing but because of a higher Estimated Assessed Valuation, revenues would increase just below the limitation of 5%. The city accounts for approximately 12-14% of the total property tax bill. Council discussed.

CA Melton discussed the Public Works Building roof options for the main building since the steel roof is starting to deteriorate. Costs of replacing the roof or coating the roof were discussed. A decision is expected to be considered at the November 10 council meeting.

Mayor Vandermyde and CA Melton included an overview in the packet regarding the closure of 200 Block North Genesee Street. Both discussed with council the options available within the scope of IDOT's plans for Route 30. Council discussed.

EXECUTIVE SESSION

Ald Tervelt moved to enter Executive Session pursuant to 5 ILCS 120/2(c)(1) Appointment, employment and compensation of specific employees; seconded by Ald Buckwalter. Ayes: Bruckner, Buckwalter, Dunne, Mahaffey, Schlegel, Tervelt, and Tichler. Nays: None. Absent: None. Vacancy: Ward 1. Motion passed. Executive Session began at 8:05 pm.

Ald Schlegel moved to exit Executive Session; seconded by Ald Tichler. All ayes by voice vote. Absent: None. Vacancy: Ward 1. Motion passed. Executive Session ended at 8:21 pm.

ACTION FOLLOWING EXECUTIVE SESSION

No action was taken from Executive Session.

ADJOURNMENT

Ald Tervelt moved to adjourn the meeting, seconded by Ald Mahaffey. Without objection, the meeting adjourned at approximately 8:22 pm.

Approved:

Scott Vandermyde
Mayor

Michael Hemmer
City Clerk

City of MORRISON

200 West Main Street
Morrison, Illinois 61270-2400
Phone 815.772.7657
Fax 815.772.4291
morrisonil.org



MEMORANDUM

To: Mayor & Council

From: Barb King

Date: 11/10/25

RE: Bills Payable

Please see the attached list of Bills Payable in the total amount of: **\$162,036.31.**

**Council Members having questions regarding bills should contact
Mayor Vandermyde OR City Administrator Melton
via phone, email or personal visit prior to the meeting.**

11/10/2025 THRU 11/10/2025

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
5071	AMERICAN EAGLE OVERHEAD MAINT SERV - BLDG	01-41-5110	247.00	247.00	25935	11/10/25
287342210725X1027202	AT&T MOBILITY ACCT NO 287342210725	01-11-5520	545.66			
	ACCT NO 287342210725	51-80-5520	181.89			
	ACCT NO 287342210725	50-81-5520	181.88			
				909.43	25927	10/29/25
1132-2025	BILL GREELEY TRUCKING MAINT SUPP - UTILITY SYSTEM	50-81-6151	253.55			
				253.55	25936	11/10/25
INV36564	BROWN EQUIPMENT MAINT SERV - EQUIPMENT	01-41-5120	2,304.08			
				2,304.08	25937	11/10/25
9157	BUSS BOYZ CUSTOMS INC MISC EXPENSE	24-24-9280	4,846.00			
				4,846.00	25938	11/10/25
STM102425	COM ED ACCT NO 7500655000	15-15-5720	4,695.80			
				4,695.80	25939	11/10/25
STM103125	ACCT NO 3885248000	01-42-5710	47.06			
				47.06	25939	11/10/25
STM110325A	ACCT NO 3935146000	50-81-5760	57.42			
				57.42	25939	11/10/25
STM110325B	ACCT NO 2768513000	50-81-5760	307.31			
				307.31	25939	11/10/25
STM110325C	ACCT NO 2430024000	50-81-5760	42.16			
				42.16	25939	11/10/25
STM110325D	ACCT NO 7288196000	50-81-5760	516.37			
				516.37	25939	11/10/25
STM110325E	ACCT NO 5753021222	50-81-5760	40.14			
				40.14	25939	11/10/25
STM110325F	ACCT NO 9508427000	01-43-5760	1,352.66			
				1,352.66	25939	11/10/25
STM110325G	ACCT NO 7948512111	50-81-5760	49.05			
				49.05	25939	11/10/25
STM110325H	ACCT NO 5171572000	51-80-5760	2,510.31			
				2,510.31	25939	11/10/25
STM110325I	ACCT NO 9003804000	15-15-5720	87.34			
				87.34	25939	11/10/25
STM110325J	ACCT NO 8309733333	15-15-5720	32.17			
				32.17	25939	11/10/25
STM110325K	ACCT NO 7986112111	50-81-5760	27.86			
				27.86	25939	11/10/25
STM110325L	ACCT NO 2883132222	50-81-5760	2,298.36			
				2,298.36	25939	11/10/25
STM110325M	ACCT NO 9718093985	51-80-5760	124.49			
				124.49	25939	11/10/25
STM110325N	ACCT NO 1318961222	01-41-5760	57.64			
				57.64	25939	11/10/25
STM110325O	ACCT NO 0648071222	01-41-5760	255.11			
				255.11	25939	11/10/25
STM110325P	ACCT NO 6970233333	15-15-5720	35.06			
				35.06	25939	11/10/25

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
STM110325Q	COM ED ACCT NO 9035422000	50-81-5760	45.76	45.76	25939	11/10/25
STM110325R	ACCT NO 3245832222	15-15-5720	144.45	144.45	25939	11/10/25
STM110325S	ACCT NO 7783982222	50-81-5760	7,275.79	7,275.79	25939	11/10/25
STM110325	DIVISION OF VITAL RECORDS STATE CC FEES	01-13-9250	328.00	328.00	25940	11/10/25
STM101425	ELAN OFFICE SUPPLIES OPERATING SUPPLIES SOFTWARE/HARDWARE MISC EXPENSE OTHER PROFESSIONAL SERVICES OPERATING SUPPLIES PRINTING OPERATING SUPPLIES COMMUNITY EVENTS CONCESSION SUPPLIES POSTAGE POSTAGE POSTAGE OPERATING SUPPLIES MAINT SUPP - VEHICLE OPERATING SUPPLIES MISC EXPENSE	01-11-6510 01-11-6520 01-11-5370 01-11-9280 01-11-5480 01-21-6520 01-11-5540 01-43-6520 01-43-9281 01-43-6538 51-80-5510 01-11-5510 51-80-5510 01-41-6520 01-41-6130 50-81-6520 01-11-9280	168.75 118.16 14.82 60.95 461.54 181.95 81.36 122.22 102.18 1,151.51 792.75 40.00 826.74 121.95 31.88 210.38 94.82	4,581.96	25925	10/29/25
130237	ERA ACCT NO C101781	51-80-6560	519.40	519.40	25941	11/10/25
25-766506	FIVE STAR ENTERPRISES OPERATING SUPPLIES	01-41-6520	118.98	118.98	25942	11/10/25
STM102725	FRONTIER ACCT NO 8151961310	50-81-5520	358.31	358.31	25920	10/29/25
STM102825	ACCT NO 8157722000 ACCT NO 8157722000 ACCT NO 8157722000	01-11-5520 51-80-5520 50-81-5520	505.26 252.63 252.62	1,010.51	25920	10/29/25
032882140	GALL'S, LLC ACCT NO 5151076	01-21-6520	159.92	159.92	25943	11/10/25
STM110525	GOMEZ GABE HEALTH INSURANCE PREMIUM	77-77-4510	256.46	256.46	25944	11/10/25
9694168007	GRAINGER ACCT NO 879789238	50-81-6520	307.39	307.39	25945	11/10/25
255418	GREAT WESTERN SUPPLY CO MAINT SUPP - BLDG	01-31-6110	93.60	93.60	25946	11/10/25

11/10/2025 THRU 11/10/2025

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
71973	GREEN & CLEAN LAWN SERVICE CUST NO 5317	01-42-9280	250.00	250.00	25947	11/10/25
7243244	HAWKINS, INC CHEMICALS	51-80-6560	1,961.39	1,961.39	25948	11/10/25
STM102925	IL MUNICIPAL LEAGUE DUES	01-11-5610	575.00			
	WORKER'S COMPENSATION	50-81-4540	3,200.08			
	LIABILITY INSURANCE	50-81-5910	4,760.51			
	GENERAL INSURANCE	50-81-5920	8,573.00			
	WORK COMP (GF PORTION)	06-06-4540	25,600.61			
	LIABILITY (GF PORTION)	06-06-5910	14,281.54			
	GENERAL (GF PORTION)	06-06-5920	25,719.01			
	WORKER'S COMPENSATION	51-80-4540	3,200.08			
	LIABILITY INSURANCE	51-80-5910	4,760.51			
	GENERAL INSURANCE	51-80-5920	8,573.01			
				99,243.35	25929	10/31/25
42764	IL PARK & REC MISC EXPENSE	01-43-9280	245.00	245.00	25949	11/10/25
STM110425	IL SECRETARY OF STATE OTHER PROFESSIONAL SERVICES	01-21-5480	15.00	15.00	25933	11/04/25
STM110425	KLOUNT-BRODERSEN SARAH COMMUNITY ROOM DEPOSIT REFUND	01-31-5200	100.00	100.00	25950	11/10/25
19202563	LEAF MONTHLY COPIER SERVICE	01-11-5390	271.87	271.87	25921	10/29/25
91042	ELECTRONICS, INC MAINT SUPP - BLDG	01-41-6110	2,814.34	2,814.34	25951	11/10/25
91043	MAINT SUPP - EQUIPMENT	01-41-6120	1,206.34	1,206.34	25951	11/10/25
91304	MAINT SERV - BLDG	01-31-5110	22.50	22.50	25951	11/10/25
STM102725	MEDIACOM ACCT NO 8384880210090340	51-80-5520	358.60	358.60	25922	10/29/25
STM102725	MORRISON FIRE DEPARTMENT PROPERTY TAX DISTRIBUTION	12-12-5460	1,343.57	1,343.57	25952	11/10/25
STM102925	MORRISON ROTARY CLUB DUES	01-11-5610	20.00	20.00	25953	11/10/25
7520,7474,7486	MORRISON TIRE CENTER MAINT SERV - VEHICLE	01-41-5130	1,275.84	1,275.84	25954	11/10/25
561427	MOUNTAIN PROMOTIONS OPERATING SUPPLIES	01-41-6520	260.00	260.00	25955	11/10/25
	NICOR GAS					

11/10/2025 THRU 11/10/2025

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
STM102725	NICOR GAS ACCT NO 27638541113	01-42-5710	54.61	54.61	25956	11/10/25
STM102825	ACCT NO 83659320002	01-42-5710	54.63	54.63	25956	11/10/25
STM102725	ODELL PUBLIC LIBRARY PROPERTY TAX DISTRIBUTION	18-18-5460	1,840.50	1,840.50	25957	11/10/25
257231563	PACE ANALYTICAL SERVICES LAB FEES	51-80-5420	50.00	50.00	25958	11/10/25
257231595	LAB FEES	51-80-5420	174.00	174.00	25958	11/10/25
257231797	LAB FEES	51-80-5420	87.00	87.00	25958	11/10/25
2442309	RAY O'HERRON CO, INC MAINT SUPP - VEHICLE	01-41-6130	1,087.00	1,087.00	25959	11/10/25
307210231094	REPUBLIC SERVICES ACCT NO 307210231094	14-14-5730	142.54	142.54	25926	10/29/25
STM110325	SAUK VALLEY CLASSIFIEDS 10194298	01-11-6510	298.58	298.58	25960	11/10/25
4093566	SLOAN IMPLEMENT MAINT SUPP - EQUIPMENT	01-42-6120	221.70	221.70	25961	11/10/25
240675	STRATUS NETWORKS ACCT NO 8697	01-11-5350	357.46	357.46	25962	11/10/25
240971	ACCT NO 8848	01-41-5350	299.34	299.34	25962	11/10/25
STM110425	STROBBE SCOTT DEDUCTIBLE REIMBURSEMENTS	77-77-9241	42.52	42.52	25934	11/04/25
170447	TRI-STATE FIRE CONTROL MAINT SERV - BLDG	01-31-5110	169.00	169.00	25963	11/10/25
INV00859405	USA BLUEBOOK MAINT SUPP - SAFETY EQUIPMENT	50-81-6142	61.21	61.21	25964	11/10/25
INV00863648	MAINT SUPP - SAFETY EQUIPMENT	50-81-6142	247.95	247.95	25964	11/10/25
STM102725	WEEKS, MELANIE COMMUNITY ROOM DEPOSIT REFUND	01-31-5200	100.00	100.00	25928	10/29/25
STM101425	WEX BANK AUTO FUEL/OIL	01-21-6550	1,922.50			
	AUTO FUEL/OIL	01-41-6550	1,536.45			
	AUTO FUEL/OIL	01-42-6550	515.81			
	AUTO FUEL/OIL	51-80-6550	541.36			
	AUTO FUEL/OIL	50-81-6550	510.32			
			5,026.44	25965	11/10/25	
	WHITESIDE CO HEALTH DEPT					

11/10/2025 THRU 11/10/2025

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
IN0007324	WHITESIDE CO HEALTH DEPT PERMIT #25-161	01-43-6520	100.00	100.00	25966	11/10/25
STM102425	WHITESIDE CO RECORDER MISC EXPENSE	51-80-9280	120.50			
	MISC EXPENSE	50-81-9280	120.50			
				241.00	25919	10/24/25
STM102425A	RECORD DEEDS	01-42-9230	60.00	60.00	25923	10/29/25
0176594-IN	ZIMMER & FRANCESCON, INC. MAINT SUPP - UTILITY SYSTEM	50-81-6151	2,212.50	2,212.50	25967	11/10/25
0176595-IN	MAINT SUPP - UTILITY SYSTEM	50-81-6151	538.44	538.44	25967	11/10/25
0176596-IN	MAINT SUPP - UTILITY SYSTEM	51-80-6151	2,435.19	2,435.19	25967	11/10/25
3875131-25	ZIONS FIRST NATIONAL BANK ACCT NO 3875131	46-46-8830	450.00	450.00	25924	10/29/25
				=====		
	REPORT TOTAL			162,036.31		

City of MORRISON

200 West Main Street
Morrison, Illinois 61270-2400
Phone 815.772.7657
Fax 815.772.4291
morrisonil.org



Historic Preservation Commission

Minutes

November 4, 2025, 5:00 p.m. City Hall

The Historic Preservation Commission met on November 4, 2025. Chairperson Barb Bees called the meeting to order at 5:06 p.m. Executive Secretary Barb King recorded the minutes.

Commission members present were Barb Bees, Lynn Kenady, John Tomasino and Greg Kruse.

Commission member Kenady moved to approve October 7, 2025, meeting minutes; seconded by commission member Kruse. On a voice vote, the motion carried.

Public Hearing

Evan & Kayla Sipes submitted a Request for a Certificate of Appropriateness for the property located at 500 W Lincolnway. Kayla Sipes was present. The petitioners would like to construct a fence on the east side of the property. The fence will be a wooden spindle design that matches the original wrap-around porch style and colors. Commission member Kenady moved to approve the Request for Certificate of Appropriateness; seconded by commission member Kruse. On a voice vote, the motion carried.

Joe Bielema was present and submitted a Request for a Certificate of Appropriateness for the property located at 206/218 W Main Street. Joe Bielema explained that the department plans to enlarge the Main Street garage door and relocate the main door. The stucco will be removed and replaced with brick and mortar on the exterior of the building. In addition, some minor sidewalk work will be done. Commission member Kenady made a motion to approve the Request for Certificate of Appropriateness; seconded by commission member Tomasino. On a voice vote, the motion carried.

New Business

None.

Old Business

Joe Bielema was present and submitted a Request to Participate in the Building Improvement Program for the property located at 206/218 W Main Street. Joe Bielema explained that the department plans to enlarge the Main Street garage door and relocate the main door. The

stucco will be removed and replaced with brick and mortar on the exterior of the building. In addition, some minor sidewalk work will be done. Commission member Kruse made a motion to approve the Request to Participate submitted by the Morrison Fire Department; seconded by commission member Kruse. On a voice vote, the motion carried.

Other Considerations

Commission members finalized and signed the letter to the Mayor and City Council recommending the appointment of a special committee to collaborate with IDOT on the Route 30 project.

The next regularly scheduled meeting will be **December 2, 2025 @ 5:00 p.m.**

At approximately 5:37 p.m. commission member Kruse moved to adjourn the meeting; seconded by commission member Kenady. On a voice vote, the motion carried.

City of Morrison, Illinois

200 West Main Street, Morrison IL USA 61270

Permit No.: _____

STREET CLOSURE & OTHER CITY SERVICES REQUEST

Name of Organization: Morrison Chamber of Commerce
Contact Person/Address: Callie Hamstra - 221 W Main St
Email: morrisonchamber@morrison.il.us Phone: 815 772 3757
Event: Christmas Walk & Parade
Street(s) to be Closed: Main St. - Clinton St → Orange St
Date(s) of Event: Saturday December 16th, 2025
Times of Closure: 2:00 pm To 8:00 pm

Additional City Services

- ☐ Electric Service on Genesee Street ☐ Electric Service on Base Street
- ☐ Picnic Tables – How many? _____ ☒ Main Street Audio System/Music/Microphone
- ☒ Refuse Receptacles – How many? 8 ☐ Water – Location(s)? _____
- ☒ Police Services Other/Specify: _____

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.

Callie Hamstra Chamber Director 10/30/25
Authorized Signature Title Date

STREET CLOSURE PERMIT

- ☐ Subject to the information contained in this Application, a permit is approved and thereby issued.
- ☐ Receipt of \$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

CITY OF MORRISON, ILLINOIS USA

DRAFT FOR PUBLIC POSTING – November 10, 2025

ORDINANCE NO. 25-12

**ORDINANCE FOR THE LEVY OF TAXES FOR THE CORPORATE PURPOSES OF
THE CITY OF MORRISON, WHITESIDE COUNTY, ILLINOIS, FOR THE PERIOD
COMMENCING ON THE FIRST DAY OF MAY, 2026 AND ENDING ON THE
THIRTIETH DAY OF APRIL, 2027.**

ADOPTED BY THE

COUNCIL

OF THE

CITY OF MORRISON, ILLINOIS USA

THIS ____ DAY OF _____, 2025

Published in pamphlet form by authority of the Mayor and City Council of the City of Morrison,
this ____ day of _____, 2025.

ORDINANCE NO. 25-12

ORDINANCE FOR THE LEVY OF TAXES FOR THE CORPORATE PURPOSES OF THE CITY OF MORRISON, WHITESIDE COUNTY, ILLINOIS, FOR THE PERIOD COMMENCING ON THE FIRST DAY OF MAY, 2026 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2027.

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

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

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

NOW THEREFORE, be it ordained by the Mayor and City Council of the City of Morrison, Whiteside County, Illinois, as follows:

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

SECTION TWO: That the sum of \$733,142.33 being part of the total appropriated amount heretofore legally made for the corporate purposes of the City of Morrison, which commences on the first day of May 2026 and ending on the thirtieth day of April, 2027, is hereby levied and assessed on all property subject to taxation within the City of Morrison according to the value of the property as assessed and equalized for state and county purposes for the current year.

SECTION THREE: The City Council finds and determines that it is in the best interest of the City of Morrison to levy taxes in the aggregate specified amounts identified in Section Two, and therefore levies that aggregate amount and identified by the following specific sums encompassing the aggregate levy for the fiscal year ending April 30, 2027:

TAX LEVY SUMMARY	RATE-EAV	TAX RATE	STATE STATUTE
General Corporate Tax	\$176,007.67	0.25000%	65 ILCS 5/8-3-1
Odell Library	\$105,604.60	0.15000%	75 ILCS 5/3-1
Odell Library – Building	\$14,080.61	0.02000%	75 ILCS 5/3-1
Police Protection	\$52,802.30	0.07500%	65 ILCS 5/11-1-3
Morrison Fire Department	\$82,406.79	0.11705%	65 ILCS 5/11-7-1
Street Lighting Tax	\$35,201.53	0.05000%	70 ILCS 3305/9
Cemetery	\$17,600.77	0.02500%	65 ILCS 5/11-50-1
IMRF	\$98,564.29	0.14000%	40 ILCS 5/7-172 & 173
FICA	\$116,165.06	0.16500%	41 ILCS 5/21-110
Audit	\$3,872.17	0.00550%	65 ILCS 5/8-8-8
Tort, Liability and Property Insurance	\$29,569.29	0.04200%	745 ILCS 10/9-107
Emergency Services/Disaster Ops	\$1,267.26	0.00180%	65 ILCS 5/8-3-16
Total	\$733,142.33	1.04135%	

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

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

PASSED by the Mayor and City Council of the City of Morrison, Whiteside County, Illinois on this ____ day of _____, 2025.

Scott Vandermyde, Mayor

ATTEST:

Michael Hemmer, City Clerk

Alderspersons Voting:

	AYE	NAY	ABSTAIN	ABSENT
Kevin Bruckner Jr.	☐	☐	☐	☐
Seth Buckwalter	☐	☐	☐	☐
Sara Dunne	☐	☐	☐	☐
Sidonna Mahaffey	☐	☐	☐	☐
Todd Schlegel	☐	☐	☐	☐
Vernon Tervelt	☐	☐	☐	☐
Matthew Tichler	☐	☐	☐	☐
Vacancy	☐	☐	☐	☐

City of Morrison, Illinois

Tax Levy

Tax Year 2025 payable in Calendar Year 2026 for Municipal Fiscal Year 2027

Fiscal Year 2026	Statutory Limit	Illinois Compiled Statute	Anticipated Tax Rate	Rate Setting EAV
				\$70,403,066
General Corporate	0.2500%	65 ILCS 5/8-3-1	0.25000%	\$176,007.67
Library	0.1500%	75 ILCS 5/3-1	0.15000%	\$105,604.60
Library-Building	0.0200%	75 ILCS 5/3-1	0.02000%	\$14,080.61
Police Protection	0.0750%	65 ILCS 5/11-1-3	0.07500%	\$52,802.30
Fire Protection	0.1500%	65 ILCS 5/11-7-1	0.11705%	\$82,406.79
Street Lighting	0.0500%	70 ILCS 3305/9	0.05000%	\$35,201.53
Cemetery	0.0250%	65 ILCS 5/11-50-1	0.02500%	\$17,600.77
IMRF	Actual Cost	40 ILCS 5/7-172 173	0.14000%	\$98,564.29
FICA	Actual Cost	41 ILCS 5/21-110	0.16500%	\$116,165.06
Audit	Actual Cost	65 ILCS 5/8-8-8	0.00550%	\$3,872.17
Tort, Liability, and Property Insurance	Actual Cost	745 ILCS 10/9-107	0.04200%	\$29,569.29
Emergency Services & Disaster Operations	\$0.25/capita	65 ILCS 5/8-3-16	0.00180%	\$1,267.26
			1.04135%	\$733,142.33

Draft Ordinance 25-12 Dated 11-10-25	Previous Year	Current Year	Difference	% Increase
	\$698,406.86	\$733,142.33	\$34,735.47	4.9735%

City of Morrison - Tax Levy - Historical Data

Tax Year	Rate Setting Equalized Assessed Value (EAV)		Certified Tax Rate	Final Extension Received
2018	\$55,325,706		1.1302	\$625,291.00
2019	\$57,163,209		1.0454	\$597,584.19
2020	\$58,339,341		1.0358	\$598,464.00
2021	\$57,121,667		1.0821	\$618,032.00
2022	\$56,838,823		1.1166	\$634,662.31
2023	\$59,849,805		1.11345	\$666,395.00
2024	\$64,488,169		1.083	\$698,406.86



WINSORCONSULTING

We have prepared a quote for you

City of Morrison Technology Assessment

Prepared for:

CITY OF MORRISON

Brian Melton
bmelton@morrisonil.org

Scope of Work

CITY OF MORRISON
200 W Main St
Morrison, IL 61270

Dear Brian Melton,

Winsor has a policy of advising our clients in writing of our understanding as to the scope of our services and then asking to confirm that your understanding is the same as ours.

Winsor agrees to assist CITY OF MORRISON to any extent requested for consulting, design, installation, implementation, upgrade and management of their network system. CITY OF MORRISON, at their sole discretion, determines the level of our involvement on this project.

Scope of Services

Winsor will provide the following services:

The primary objectives of this assessment are to:

- Evaluate the network architecture and configuration for performance, resiliency, and security.
- Identify technical gaps and areas for improvement across network and system infrastructure.
- Conduct a vulnerability assessment leveraging ConnectSecure to identify security weaknesses.
- Perform a Microsoft 365 Tenant Vulnerability Scan and Best Practices Review.
- Evaluate technology alignment with CJIS Security Policy, focusing on technical safeguards such as access control, encryption, logging, and data protection.
- Provide actionable and prioritized recommendations to improve security and compliance posture.

Network and System Assessment

- Review current network topology and design, including segmentation and routing.
- Assess configurations for firewalls, switches, routers, and wireless networks.
- Identify unsupported or misconfigured devices and security gaps.
- Evaluate endpoint and server configurations for hardening opportunities.
- Review system patching, logging, and monitoring practices.

Vulnerability Assessment (ConnectSecure)

- Conduct external and internal vulnerability scans using ConnectSecure.
- Identify vulnerabilities by severity (critical, high, medium, low).
- Validate discovered vulnerabilities and provide remediation guidance.
- Produce a detailed Vulnerability Assessment Report with prioritized actions.

Microsoft 365 Tenant Review

- Perform a tenant vulnerability scan and configuration review.
- Evaluate security features and settings such as:

Scope of Work

- Multi-Factor Authentication (MFA)
- Conditional Access Policies
- Role-Based Access Controls (RBAC)
- Data Loss Prevention (DLP) and Information Governance
- Security Baseline Configuration
- Compare configurations to Microsoft and industry best practices.

CJIS Technology Compliance Review

- Assess technical alignment with CJIS Security Policy, focusing on:
 - Access Control – User authentication, MFA, account management.
 - Encryption – Data in transit and data at rest encryption methods.
 - Audit and Logging – Event logging, retention, and monitoring practices.
 - Network Protection – Boundary defense, intrusion prevention/detection, and firewall configuration.
 - Workstation and Mobile Device Security – Hardening and endpoint protection measures.
 - Incident Response Preparedness – Logging, alerting, and escalation readiness.
- Identify gaps where current technology configurations do not meet CJIS requirements.
- Provide recommendations for achieving CJIS technical compliance, including configuration, technology adoption, or procedural improvements.

Consulting and Recommendations

- Deliver a comprehensive findings report with remediation steps.
- Conduct a consultation session to review findings, prioritize actions, and develop a technology improvement roadmap.

911Nurd will provide the following services:

Public Safety Technology Coordination & Awareness

- Maintain awareness of the City's current or planned public safety systems (e.g., CAD, RMS, dispatch, emergency communications) to support effective coordination during the assessment.
- Help surface operational priorities or risk considerations relevant to mission-critical public safety systems.
- Support discussions related to public safety technology modernization or transition planning (e.g., E911 to NG911), without engaging in direct technical evaluation.

Public Safety Standards Awareness

- Help contextualize Winsor's assessment findings by referencing public safety operational practices and expectations.
- Support alignment discussions involving public safety frameworks such as CJIS, NENA, and APCO, where relevant to City operations.
- Identify considerations that may affect public safety workflows or readiness, without offering formal compliance determinations or technical validation.

Vendor-agnostic Advisory & Best Practices

- Provide objective, vendor-neutral observations relevant to future system planning or modernization.

Scope of Work

- Participate in review sessions with city leadership and Winsor Consulting to help contextualize technical findings in the public safety domain.

Consultation

- Participate in virtual or in-person discussions with the City and Winsor Consulting as needed to support the engagement.
- Be available for clarifications or follow-up Q&A within the allocated hours.

Responsibilities

Winsor will:

1. Review this scope at the start of the project and verify goals and existing environment are accurate to complete deployment phase.
2. Perform the above listed procedures employing industry standards and best practices.
3. Review existing environment and overall time at start of project and request for any adjustment if necessary.

Client will:

1. Make available to Winsor all necessary logins, passwords, and documentation for all devices relevant to this procedure.
2. Allow Winsor engineers access to the relevant locations and devices during the procedure.

Deliverables

Winsor Consulting Group will deliver the following:

- Network & System Assessment Report
- ConnectSecure Vulnerability Assessment Report
- Microsoft 365 Tenant Review Report
- CJIS Technical Compliance Summary
- Executive Summary & Roadmap
- Review Session

Exclusions

- Penetration testing or remediation services (available under a separate SOW).
- Assessment of physical security or administrative policies. (Available under 911Nurd)

Adverse Conditions and Unaccounted Items

City of Morrison will provide administrative access to systems, network devices, and Microsoft 365.

A project liaison will coordinate access and scheduling.

Winsor Consulting Group will maintain confidentiality of all assessment findings.

This will take place onsite at the City of Morrison

The "Technology Assessment" performed by Winsor Consulting and 911Nurd will be billed in full at the beginning of the project

Scope of Work

Risk of Loss

All risk of loss or damage to the products listed within the Hardware section, or any item, element or component thereof, shall be borne by the party upon whose premises the products were located at the time of such loss or damage.

System Data Backup

It is the responsibility of CITY OF MORRISON to be certain all daily backups are performed and in good working order. Winsor cannot be held responsible for any data losses for any reason. If you have concerns about the performance of your backup system(s), you must immediately bring your concerns to our attention so the problem can be rectified.

Network Security

Winsor has not been retained, unless specified in a separate Network Security attachment or contract, to provide recommendations concerning the network security of the system. These systems include PBX, IP/PBX and other voice based systems to prevent the interception of confidential data and/or the hijacking of the systems by unauthorized toll callers. Regular password changes and many other measures are essential to managing security. Any changes made to a system may have direct or indirect impacts that are negative to the security of your system(s). Winsor cannot possibly anticipate every possible reaction due to system changes. It is imperative that you periodically test your security to make sure it meets the requirements of your security policy. Under no circumstances does Winsor guarantee or certify the prior, current or future integrity of the security of any system.

Supply Chain Shortages

Winsor will attempt to complete your project quote as spec'd. However, part numbers and pricing are subject to change due to the supply chain shortages. A member of our Account Team will reach out to you to get your approval on any potential substitutions or changes to pricing.

Payment and Terms

Upon signature, Winsor will provide a down payment invoice for 100% of any hardware and software costs. Applicable sales taxes will be billed separately. Any and all labor will be progress billed throughout the term of the project on a monthly basis.

City of Morrison Technology Assessment

Prepared by:

Winsor Consulting Group

Ryan Harvey
(563) 362-5476
rharvey@winsorgroup.com

Prepared for:

CITY OF MORRISON

Brian Melton
200 W Main St
Morrison, IL 61270

Quote Information:

Delivery Date: 10/16/2025
Expiration Date: 11/13/2025

Quote Summary

Description	Amount
Implementation Fees	\$9,456.00
Total: \$9,456.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. By accepting this quote you agree to the terms and conditions attached.



WINSORCONSULTING

City of Morrison Master Services Agreement

Prepared for:

CITY OF MORRISON

Brian Melton
bmelton@morrisonil.org

Effective February 1, 2024. This Master Services Agreement supersedes and replaces all prior versions.

Master Services Agreement

This Master Services Agreement (the “MSA”) is between Winsor Consulting Group, LLC. (“Provider”) and CITY OF MORRISON (“Client”) found on the applicable quotation, statement of work, proposal or order, (the “Order”) and, together with the Order, the terms and conditions, and relevant Service Attachments forms the Agreement between the parties (the “Terms”). Client accepts these Terms by signing an Order, using the services, or continuing to use the services after being notified of a change to these Terms. If there is a conflict between the Order, this Master Services Agreement, any Service Attachment, or Exhibit, the Order will control.

The parties agree as follows: STATEMENT OF SERVICES

Service Attachments

The services to be delivered by Provider (the “Services”) and the fees for those Services, and the specific terms applicable to those Services are described in the Order or in one or more Service Attachments referencing this Agreement.

Except for Supplemental Services or Professional Services (“Project” as described below), and unless otherwise agreed in writing, the services Provider will deliver to Client are limited to those Services specifically identified in the Order and described in the Service Attachments or Schedule of Services. In the event of any conflict between the terms of a Service Attachment or Schedule of Services and this Agreement, the terms in the Service Attachment or Schedule of Services control. In the event of any conflict between the terms of this Agreement and of an Order, any Service Attachment, or Schedule of Services, the terms of the Order control.

Provider may decline to perform any services requested by Client that are in violation of any applicable law or that are not typically associated with the Services provided by Provider.

Supplemental Services

“Supplemental Services” include additional services and equipment Client may need on a “one- off” or emergency basis that are not included within the scope of the Services described in an Order or the applicable Service Attachments. Client will incur additional Service Fees for Supplemental Services. We will notify Client of any such additional Service Fees and will obtain Client’s approval prior to providing them. However, Provider has no obligation to determine the need for or to provide any Supplemental Services. All Supplemental Services are provided on an “as-is” basis and include no warranties of any kind, whether express or implied. In addition, if Provider determines that any additional services Client requests would be inappropriate for treatment as Supplemental Services under this paragraph, Provider may deliver to Client a proposed Service Attachment for Professional Services or a Proposal prior to providing Supplemental Services.

Professional Services

In some cases, Client may ask Provider to deliver services outside the scope of any Order or Service Attachment and inappropriate for treatment as Supplemental Services. Examples of such services include major system upgrades, device setup, network changes, datacenter moves or setups, or installations. In those cases, Provider will prepare a separate Service Attachment for Professional Services describing the proposed scope of those services and Provider’s fee to deliver them. Installation dates are estimates only. Client shall be responsible for preparation and maintenance of the site for such Professional Services or installations, including, but not limited to, providing necessary electrical power and communication lines and proper air conditioning and humidity control.

FEES FOR SERVICES | PAYMENT TERMS

Service Fees

Fees for Services are set forth in Order or Statement of Work. Unless otherwise indicated in writing, all Services

will be performed on a time-and-materials basis at Provider's then-current rates.

Adjustments to Service Fees

Except as may be specified in an Order, Provider may adjust the Service Fees charged under this Agreement as follows:

- **End-User or Network Growth.** During the term of an Order, if the number of users or devices in Client's environment or the Service or Equipment types or quantities to be covered within the scope of the Order exceeds the numbers, types or quantities previously ordered, Provider may apply a pro rata adjustment to the total Service Fees. Client shall pay all Service Fees owed as they become due following any such adjustment.

Similarly, during the term of an Order, if the number of users or devices in Client's environment or the Service or Equipment types or quantities to be covered within the scope of the Order is less than the numbers, types or quantities previously ordered, upon request, Provider will apply a pro rata adjustment to the total Service Fees. Client shall pay all Service Fees owed as they become due following any such adjustment.

"User" means Client's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Client (or by Provider upon Client's request). Users do not include any customers of Client, other third parties, or employees of Provider.

"Device" means any equipment included in the Services, whether owned by Client or provided by Provider for Client's use, including, but not limited to computers, servers, routers, thin clients, and handheld microcomputers as well as the software necessary to operate such equipment.

- **Surcharges.** At any time after the parties sign an Order, Provider may adjust its rates and charges or impose additional rates and charges to recover amounts required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs. Client shall pay all Service Fees owed as they become due following any such adjustment.
- **Third-Party Services.** Client understands and agrees that Provider uses third-party solutions and service providers to perform some or all of the managed services offered to Client ("Third-Party Service Providers"). **PROVIDER IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THIRD-PARTY SERVICE PROVIDERS. CLIENT'S RIGHTS REGARDING CLAIMS AGAINST THIRD-PARTY SERVICE PROVIDERS SHALL BE GOVERNED BY SUCH SERVICE PROVIDER'S END USER LICENSE AGREEMENT OR TERMS AND CONDITIONS.** Provider's current Third-Party Service providers and the governing terms and conditions related to those services are listed on the Schedule of Third-Party Services which may be updated by Provider without further notice to Client and is incorporated by reference as if fully set forth in this Agreement.
- **Off-Boarding.** Client's cancellation, termination, or transition of the Services to Client's control or to another service provider ("Off-Boarding") may trigger a billable project. Any Off-Boarding projects may be subject to a separate Order or Professional Service Attachment or Statement of Work, which will be billed at Provider's then-prevailing rates.
- **Client Delay.** If Provider is unable to commence delivery of the Services on the service start date because of any failure on Client's part including but not limited to the failure to provide access to Client's resources in a timely manner, Client nonetheless will begin to incur Service Fees, which Client shall pay in accordance with the Order, the Service Attachment and the Master Services Agreement.

Pass-Through Expenses

Client shall pay Provider's out-of-pocket expenses, including incremental third-party service fees, travel expenses, lodging, per diem meals, or other similar expenses, which may be incurred by Provider in performing Services. Any such "Pass-Through Expenses" will be billed at cost and invoiced bi-weekly.

Payment Terms

Client shall pay the full amount reflected on any invoice as owed to Provider upon receipt of invoice. Without waiving any of its other remedies, Provider reserves the right to suspend services if payment is not received within fifteen (15) days following Client's receipt of that invoice. Client shall pay a late charge of one and one-half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid within fifteen (15) days following Client's receipt of that invoice (the "Payment Deadline").

If Client disputes in good faith all or any portion of the amount owed to Provider, or if Client otherwise requests any adjustment to an invoiced amount, Client must notify Provider in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. If Provider is unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount by the Payment Deadline. If Provider ultimately determines that such amount should not have been paid, Provider shall apply a credit equal to such amount against any Service Fees owed for the following month.

Special rates may apply for services requested outside of normal business hours or on holidays. Normal business hours are defined as 6:00 AM to 6:00 PM US Central time. Special rates are one-and-one-half (1.5) times normal hourly rates, with a one-hour minimum. Holiday hour rates are two (2) times normal hourly rates, with a one-hour minimum.

Suspension of Service

If Client fails to pay all amounts owed under this Agreement when due, then with a minimum fifteen (15) business days' prior written notice, and in addition to any other remedies available to Provider, Provider may suspend Services and withhold Confidential Information (defined below) under this Agreement until full payment is made. Following any suspension of service under this provision, and after Client makes full payment to Provider, Provider may restore the Services after validating that all components to be monitored and/or managed under any applicable Order or Service Attachment comply with Provider's level of security, updates, and best practices. Client shall pay a "Reactivation Fee" for such restoration equal to one month of the Service Fees. Provider's right to suspend Services under this section is in addition to Provider's right to terminate this Agreement.

Taxes

Unless otherwise indicated on an invoice, all charges and fees owed under this Agreement are exclusive of any applicable sales, use, excise, or services taxes that may be assessed on the provision of the Services. In the event that any taxes are assessed on the provision of any of the Services, Client shall pay the taxes directly to the taxing authority or shall reimburse Provider for their payment.

TERM AND TERMINATION

Term

This Agreement commences on the Order Effective Date, and it will remain in effect until either party terminates it as permitted below.

Month-to-Month Services

If the Order specifies no Initial Term with respect to any or all Services, then Provider will deliver those Services on a month-to-month basis until one party provides written notice to the other party of its intent to terminate those Services, in which case Provider will cease delivering those Services at the end of the next calendar month following receipt of such written notice by the other party.

Termination

Either party may terminate this MSA for any reason or no reason upon at least thirty (30) days advance, written notice given to the other party. However, termination of this MSA will not, by itself, result in the termination of any Order or Service Attachments, and this MSA will remain in effect notwithstanding any notice of termination unless and until all Orders and/or Service Attachments are terminated or expire according to their terms.

INDEPENDENT CONTRACTOR

Unless otherwise agreed, Provider will perform all Services solely as an independent contractor and not as an employee, agent, or representative of Client.

INTELLECTUAL PROPERTY RIGHTS

License to Provider Works

If any Provider Work is located on hardware or equipment owned by Client, Provider hereby grants Client a perpetual, non-exclusive, revocable, royalty-free license to use for any Provider Work during the term of this Agreement ("Limited License"). The Limited License will be immediately and automatically revoked without the need for notice in the event that either party terminates the Services or this Agreement.

License Restrictions

Client shall not:

- Modify, copy, or create derivative works based on the Services or on the Provider Technology.
- Build or copy a product or service using similar ideas, features, functions, or graphics of the Service.

Additional license restrictions may be set forth in the Service Attachments.

NON-DISCLOSURE AND CONFIDENTIALITY

Confidential Information

During the course of performance under this Agreement, either party may be exposed to or may acquire the other's proprietary or confidential information. Each party shall hold all such "Confidential Information" in strict confidence and shall not disclose any such information to any third party without explicit written consent.

Confidential Information includes but is not limited to: (a) with respect to Provider, Provider's unpublished prices for Services, audit and security reports, server/network configuration designs, firewall and other hardware configurations, passwords, all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines, and other proprietary technology, (b) with respect to Client, content transmitted to or from, or stored by Client on, Provider's servers, and (c) with respect to both parties, other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure.

Non-Confidential Information

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or permitted by law.

Agreement Confidentiality

No copy of the Order, this MSA, any Service Attachment or Schedule of Services or related discussions, negotiations, terms or conditions or any other agreement information may be disclosed to any third party, except by reason of legal, accounting, or regulatory requirements, without the prior written consent of the parties hereto.

Information Releases

Notwithstanding the preceding provisions, Provider may publicly refer to Client, orally and in writing, as a Client of Provider. Any other reference to Client by Provider may be made only pursuant to a written agreement between the parties.

PROVIDER-OWNED EQUIPMENT

"Equipment" means any computer, networking or telephony equipment, racking, or associated hardware, or other equipment (if any) that Provider installs on Client's premises or that Provider ships to Client's location to facilitate

the delivery of Services. Equipment does not include any hardware or devices that Provider may sell to Client or that Provider procures on Client's behalf.

Provider is and will remain the sole owner of any Equipment, which is provided on a rental or temporary basis only. This agreement transfers to Client no Equipment ownership rights of any kind.

Except as otherwise may be specified in an applicable Service Attachment, Provider makes no independent representations or warranties with respect to the Equipment. Any third-party warranties are Client's exclusive remedies with respect to such Equipment. In the event of an Equipment malfunction, Provider will take commercially reasonable steps to ensure that Client receives the benefit of any manufacturer warranties applicable to the Equipment in use at Client's location.

Client shall take reasonable care of the Equipment and shall not damage it, tamper with it, move or remove it, or attempt to repair it. Client is financially responsible, up to the full replacement value of all Equipment, for all damage to or loss of the Equipment, other than loss or damage caused by Provider. In addition, Client shall obtain and maintain insurance with a reputable insurer for the full replacement value of the Equipment. Such policy or policies of insurance must cover the Equipment against loss or damage (including, without limitation, accidental loss or damage) and must name Provider as an insured beneficiary with respect to the Equipment. Upon demand, Client must produce evidence that such insurance is being maintained and is valid.

Client is responsible for providing the necessary power, network connection, and appropriate environment to support the Equipment.

Client shall not remove any sign, label, or other marking on the Equipment identifying Provider as the owner of the Equipment. Client does not acquire and will not acquire any rights of ownership in the Equipment by virtue of this Agreement, and Client does not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the Equipment.

On termination of any Agreement pursuant to which Client obtained any Provider-owned Equipment, Client shall allow Provider and its employees and contractors reasonable access to its premises to remove the Equipment. Alternatively, upon Provider's request, Client shall return the Equipment to Provider via the carrier of Provider's choice, for which Provider will pay all applicable shipping charges. Upon termination, Provider is responsible for removing all Client Data from the equipment. Upon pickup or return of equipment to Provider, Provider will not be responsible for lost Client Data.

PROVIDER-SUPPLIED SOFTWARE

"Software" means all and any software installed on the Equipment or provided by Provider for installation on Client's computer equipment to facilitate the delivery of the Services.

This Agreement does not transfer any right, title, or interest in the Software to Client. Client's use of the Software is subject to all applicable terms of any end-user license agreement pertaining to the Software, a copy of which will be made available to Client, upon request.

Client shall not, and shall not permit any third party, to:

- distribute or allow others to distribute copies of the Software or any part thereof to any third party,
- tamper with, remove, reproduce, modify, or copy the Software or any part thereof,
- provide, rent, sell, lease, or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, or
- reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

CLIENT COVENANTS AND OBLIGATIONS

Assistance

Client shall provide in a timely and professional manner, and at no cost to Provider, assistance, cooperation, complete and accurate information and data, equipment, access to applicable computer and telecommunications facilities, networks, firewalls, servers, programs, files, documentation, passwords, a suitable work environment, and other resources requested by Provider to enable it to perform the Services (collectively, "Assistance"). Provider shall not be liable for any deficiency in performing the Services if such deficiency results from Client's failure to provide full Assistance as required hereunder. Assistance includes, but is not limited to, designating a Project Manager or contact person to interface with Provider during the course of Services.

Software Licensing

Unless specifically otherwise agreed to in an applicable Order, Client represents and warrants that Client has title to or has a license or the right to use or modify the Software and has a license or right to permit Provider to use, access, or modify any software that Client has requested Provider to use, access, or modify as part of the Services.

It is the Client's responsibility to independently ensure that **ALL** software in use by Client is properly licensed, and Client agrees to maintain records of applicable licenses. Provider will not promote the use of, or knowingly support software which is not properly licensed by Client.

Assistance with software audits or licensing compliance matters may be billable at Provider's then prevailing hourly rates.

Unsupported Software

Provider shall not be responsible or liable to Client for any consequences from the use of software no longer under manufacturer product support or no longer supported by the software publisher ("Unsupported Software").

THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY, OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY ANY USE OF UNSUPPORTED SOFTWARE

Provider Access

Client shall supply Provider necessary access to its personnel, appropriate documentation and records, and facilities in order for Provider to timely perform the Services.

Broadband Internet access must be provided. Provider must be provided with remote access (via VPN or other reasonable remote access) to covered equipment. Appropriate cabling to all covered computers and devices must be provided. Appropriate air conditioning and ventilation for all covered computers and devices must be provided, in order to maintain temperature and air quality as specified by the applicable hardware manufacturers. Provider must be allowed convenient and timely access to the Equipment covered under this Agreement, adequate working space and facilities within a reasonable distance of the equipment, and access to and use of all information, internal resources, and facilities determined necessary to service the equipment.

Client may be required to conduct preliminary diagnostic steps or provide additional information related to a support request, prior to a technician being dispatched to Client's facility. Client must agree to assign one employee to be liaison or contact person to Provider in order to make communications between both parties effective.

Remote Access

Client grants to Provider the explicit right to remotely access Client's network systems without the need to obtain expressed permission or consent each time remote access is established to perform work under an Order or the applicable Service Attachments.

Third-Party Service Provider Fees

Unless expressly undertaken by Provider in writing, Client is responsible for any Third-Party Service Provider service fees, charges and to arrange for disconnection or termination and payment of charges related to the disconnection or termination of any related services with Client's current carrier(s) or service provider(s).

Network Security and Malicious Events

Unless specifically otherwise agreed to in an applicable Order, it is Client's sole responsibility to determine whatever actions deemed necessary to make Client's data and voice networks and circuits secure from

unauthorized access. Hardware firewall must be in place. Wireless data traffic in the environment must be securely encrypted. Provider is not responsible for the security of Client's network and circuits from third parties, or for any damages that may result from any unauthorized access to Client's network.

Client has an affirmative obligation to protect Client's network environment, and to train its employees for spam, malware, phishing, virus protection, and prevention from criminal acts of third parties. **Provider is not responsible for criminal acts of third parties, including but not limited to hackers, phishers, crypto-locker, and any network environment subject to ransom.**

If a security system for Client's network is included within the Services to be provided by Provider, Provider agrees to use commercially reasonable efforts to protect Client's network from malicious attacks by computer viruses, computer worms, and/or computer hackers (collectively, "malicious activities"). However, Client understands that no security system can guarantee complete protection against malicious activities as such attacks often involve the intentional action by third parties to invade and injure computer systems. **THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY, OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY SUCH MALICIOUS ACTIVITIES.**

Third-Party Criminal Activity

Provider is not responsible for criminal acts of third parties, including but not limited to intrusions or unauthorized access of any kind, hackers, phishers, crypto-locker, and any network environment subject to ransom. **CLIENT AGREES TO PAY RANSOM OR HOLD PROVIDER HARMLESS FOR ACTIVITY AFFECTING NETWORK SECURITY ON CLIENT'S ENVIRONMENT RELATED TO THIRD-PARTY CRIMINAL ACTIVITY.** Any costs or fees to rebuild or service machines may be billed at provider's then-prevailing hourly rates.

Theft of Service

Client shall notify Provider immediately, in writing, by electronic mail or by calling the Provider customer support line, if Client becomes aware at any time that the Services are being stolen or used fraudulently. Client will be liable for all use of the Service using Equipment stolen from Client and any and all stolen Service or fraudulent use of the Services. Provider will not issue credit for invoiced charges for fraudulent use resulting from Client's negligent or willful acts or those of an authorized user of Client's service. **THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY OR DAMAGE TO CLIENT, OR ANY THEFT OF SERVICE CAUSED BY SUCH THEFT OF SERVICE.**

Hardware Equipment

Client Equipment must be in working order and maintained under a manufacturer's warranty or maintenance contract. Provider is not responsible for client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities are the sole responsibility of the Client. Provider assumes equipment is under manufacturer's warranty or maintenance contract or is in working order.

Provider in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

Physical Security

Client is responsible for the physical security of its on-premises hardware and software systems.

Independent Backup

Unless specifically otherwise agreed to in an applicable Order or Service Attachment, Client must maintain an independent backup of all files that are sent to either the cloud or a data backup service. A backup solution must be in place, with backup copies stored off-site. It is the Client's responsibility to verify that backups are made regularly, as well as the integrity of the backups. Provider shall not be held liable in the event of data loss, backup software failure, backup selection, backup hardware failure, backup media failure, or backup system failure even in the event that Provider was tasked to perform the backups. Client will be solely responsible for all lost data.

Client Data Security & Privacy

In addition to its other confidentiality obligations under an applicable Service Attachment, Provider shall not use, edit, or disclose to any party other than Client any Client Data (defined below), except as otherwise requested by

Client, or required by court order or applicable law. For purposes of this provision, all data stored on the virtualized machines assigned to Client, including locally stored personal data of individual employees, will be considered Client Data by Provider.

As between Provider and Client, all Client Data is owned exclusively by Client. Client Data constitutes Confidential Information subject to the Terms. Provider may access Client's User accounts, including Client Data, solely to respond to service or technical problems or otherwise at Client's request.

Security and Regulatory Recommendations

Although it is under no obligation to do so, from time to time, Provider may make recommendations regarding regulatory compliance, safety, and security related to Client's network and practices (e.g., multi-factored authentication). If Client fails to adopt or implement the recommended protocols, Client is responsible for any and all damages related to regulatory, security, privacy, or data protection, including but not limited to fines, data breach notification, malware or ransomware costs, restoration, forensic investigation, restoring backups, or any other costs or damages related to Client's refusal to implement the recommended protocols.

PROVIDER REPRESENTATIONS AND WARRANTY

Service Warranty

We warrant that the Services will be performed in a professional and workmanlike manner and as described in an applicable Service Attachment or Schedule of Services. All Services will be deemed to be accepted unless Client notifies Provider in writing within ten (10) working days after performance that the Services did not conform to this warranty. Provider promptly will correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.

DISCLAIMER OF WARRANTY

PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR- FREE OR UNINTERRUPTED, OR THAT THE SERVICE WILL BE COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE TEMPORARY LOSS OF SERVICE AVAILABILITY. PROVIDER IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE SERVICES THAT ARISE FROM CLIENT'S CONTENT OR THIRD-PARTY CONTENT, OR SERVICES PROVIDED BY THIRD PARTIES. PROVIDER SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (i) IF NOTIFIED OF SUCH A CLAIM AFTER THE WARRANTY PERIOD OR (ii) IF THE CLAIM IS THE RESULT OF THIRD-PARTY HARDWARE OR SOFTWARE FAILURES, OR THE ACTIONS OF CLIENT OR A THIRD PARTY.

FOR ANY BREACH OF THE SERVICES WARRANTY, CLIENT'S EXCLUSIVE REMEDY AND PROVIDER'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF PROVIDER CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, CLIENT MAY END THE DEFICIENT SERVICES AND PROVIDER WILL REFUND TO CLIENT THE FEES FOR THE TERMINATED SERVICES THAT CLIENT PRE-PAID TO PROVIDER FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

TO THE EXTENT NOT PROHIBITED BY LAW, CLIENT ACKNOWLEDGES THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BY THE PROVIDER OR ANY THIRD-PARTY VENDORS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, OR FOR MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND THAT THOSE THIRD-PARTY VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

PROVIDER MAY LINK TO OR OFFER THIRD-PARTY SERVICES FOR RESALE. ANY PURCHASE, ENABLING, OR ENGAGEMENT OF THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO IMPLEMENTATION, CUSTOMIZATION, CONSULTING SERVICES, E-MAIL, WEB HOSTING, SERVER HOSTING, PHONE SERVICE, AND ANY EXCHANGE OF DATA BETWEEN CLIENT AND ANY THIRD-PARTY SERVICE, IS SOLELY BETWEEN CLIENT AND THE APPLICABLE THIRD-PARTY SERVICE PROVIDER AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SUCH THIRD-PARTY PROVIDER. PROVIDER DOES NOT WARRANT THIRD-PARTY SERVICES AND IS NOT RESPONSIBLE OR LIABLE FOR SUCH SERVICES

OR ANY LOSSES OR ISSUES THAT RESULT FROM CLIENT'S USE OF SUCH SERVICES. IF CLIENT PURCHASES, ENABLES, OR ENGAGES ANY THIRD-PARTY SERVICE FOR USE IN CONNECTION WITH THE SERVICES, CLIENT ACKNOWLEDGES THAT PROVIDER MAY ALLOW THIRD-PARTY SERVICES PROVIDERS TO ACCESS CLIENT DATA USED IN CONNECTION WITH THE SERVICES AS REQUIRED FOR THE INTEROPERATION OF SUCH THIRD-PARTY SERVICES WITH THE SERVICES. CLIENT REPRESENTS AND WARRANTS THAT CLIENT'S USE OF ANY THIRD-PARTY SERVICE SIGNIFIES CLIENT'S INDEPENDENT CONSENT TO THE ACCESS AND USE OF CLIENT'S DATA BY THE THIRD-PARTY SERVICE PROVIDER, AND THAT SUCH CONSENT, USE, AND ACCESS IS OUTSIDE OF PROVIDERS'S CONTROL. PROVIDER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DISCLOSURE, MODIFICATION, OR DELETION OF DATA RESULTING FROM ANY SUCH ACCESS BY THIRD-PARTY SERVICE PROVIDERS.

COMPLIANCE WITH LAWS

Provider shall comply with all laws applicable to Provider in its role as a Managed IT Provider. For the avoidance of doubt, unless otherwise provided in an Order, Provider is not responsible for complying with the laws applicable to Client or Client's industry. Client shall comply with all laws applicable to Client or in Client's industry.

Although it is under no obligation to do so, from time to time, Provider may make recommendations regarding legal requirements and regulatory compliance protocols related to Client's network and practices. If Client fails to adopt or implement the recommended legal requirements or regulatory compliance protocols, Client is responsible for any and all damages related to legal and regulatory compliance. Even if Client does take Provider's advice regarding legal requirements and regulatory compliance protocols, Provider does not take responsibility for any legal requirements and regulatory compliance protocols or audits.

NO HIRING

Client shall not solicit for employment with Client any Provider employee with whom Client has had direct contact in connection with the Services during the Term of this Agreement and for twenty-four (24) months following termination of this Agreement.

Client acknowledges that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a violation of this provision, in addition to any other right Provider may have at law or in equity, Client shall make a one-time payment to Provider in the amount of one hundred percent (100%) of the affected employee's base salary for one year, which accurately reflects the reasonable value of the employee's time and costs. We agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire, and train suitable replacements for such personnel.

DISPUTE RESOLUTION

Arbitration Procedures

Each party shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement within sixty (60) days of the date any such dispute arises.

Failing such amicable settlement, any such dispute, including claim related to the existence, validity, interpretation, performance, termination, or breach of this Agreement, is to be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English and will have one (1) arbitrator. The Arbitrator will not have the authority to award punitive damages to either party. Each party will bear its own expenses, but shall share equally the expenses of the Arbitration Tribunal and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held within 25 miles of the nearest Provider location or at another location upon which the parties may agree. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Client's failure to pay for Services may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

Period for Bringing Claim

No claims may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the six (6) month period shall forever bar the claim.

Continued Service

Unless Provider is bringing an action for Client's failure to make payments for Services not otherwise in dispute, Provider will continue to provide Services under this Agreement, and Client shall continue to make payments to Provider, in accordance with this Agreement, during the period in which the parties seek resolution of the dispute.

Attorneys' Fees

In the event that there is any dispute, difference, or claim related to this Agreement that is resolved either through arbitration or through litigation, the prevailing party will be entitled to an award of reasonable attorneys' fees incurred while defending or prosecuting such dispute, difference, or claim.

INDEMNIFICATION

By Client

Client shall defend, indemnify, and hold Provider harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that:

- Provider's use, access, or modifications of any software that Client has requested that Provider use, access, or modify as part of the Services infringes any patent, copyright, trademark, trade secret, or other intellectual property right;
- Any claim related to software licensing and software licensing compliance; or
- Any claim related to any federal, state, or international law or regulation involving data privacy, data protection, or data breach to which Client is subject.

Client shall pay any judgments or settlements based on any such claims.

By Provider

Subject to the limitation of liability set forth in the section titled LIMITATION OF LIABILITY, Provider agrees to indemnify and hold Client harmless from and against all loss, liability, and expense including reasonable attorney's fees caused by Provider's:

- negligent act, error, or omission;
- breach of any contractual term implied by law;
- other act, error, or omission giving rise to civil liability arising out of business activities performed for Client.

LIMITATION OF LIABILITY

EXCEPT AS MAY BE DESCRIBED IN AN APPLICABLE SCHEDULE OF SERVICES OR IN A SERVICE AGREEMENT FOR PROFESSIONAL SERVICES, PROVIDER'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT AND WILL NOT EXCEED THE GREATER OF (1) THE PROCEEDS OF PROVIDER'S PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY PROVIDER UNDER ITS APPLICABLE INSURANCE POLICIES, OR (2) THE AMOUNTS PAID BY CLIENT TO PROVIDER UNDER THIS AGREEMENT AND ALL SERVICE DESCRIPTIONS IN THE SCHEDULE OF SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, PROVIDER IS NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND IS NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.

IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS FROM INTERRUPTION OF BUSINESS, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, THE SERVICES NOT

MEETING CLIENT'S REQUIREMENTS OR EXPECTATIONS, OMISSIONS, TRANSLATIONS AND SYSTEM WORDINGS, FUNCTIONALITY OF FILTERS, MIGRATION ISSUES, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, HARDWARE FAILURES, UNAVAILABILITY OF BACKUPS, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, SECURITY BREACH, OR THIRD-PARTY SERVICE FAILURES, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT, OR OTHERWISE. PROVIDER WILL NOT BE LIABLE FOR ANY KIND OF AUTHORIZED ACCESS OR ANY HARM THAT MAY BE CAUSED BY CLIENT'S ACCESS TO THIRD-PARTY APPLICATION PROGRAMMING INTERFACES OR THE EXECUTION OR TRANSMISSION OF MALICIOUS CODE OR SIMILAR OCCURRENCES, INCLUDING WITHOUT LIMITATION, DISABLING DEVICES, DROP DEAD DEVICES, TIME BOMBS, LOGIC BOMBS, TRAP DOORS, TROJAN HORSES, WORMS, VIRUSES, HACKERS, PHISHERS, CRYPTO-LOCKERS, RANSOMWARE, AND SIMILAR MECHANISMS. CLIENT AGREES THAT THE TOTAL LIABILITY OF PROVIDER AND CLIENT'S SOLE REMEDY FOR ANY CLAIMS FOR DAMAGES REGARDING THE SERVICES UNDER THIS AGREEMENT, INCLUDING ANY SCHEDULE, OR OTHERWISE IS LIMITED TO PROCEEDS OF APPLICABLE INSURANCE COVERAGE.

CLIENT ACKNOWLEDGES AND AGREES THAT PROVIDER WOULD NOT ENTER INTO THIS AGREEMENT FOR THE CONSIDERATION GIVEN BY CLIENT BUT FOR THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT THE RIGHT TO RECEIVE THE SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THIS AGREEMENT AND THE OTHER CONSIDERATION GIVEN BY CLIENT FOR THE SERVICES CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE.

INSURANCE

Client Obligations: Client shall maintain a minimum of One Million Dollars (US \$1,000,000) in insurance coverage through its respective carriers. Such insurance must include, at a minimum, commercial general liability, and first-party cyber liability.

Provider Obligations: Provider agrees to maintain during the Term, professional liability insurance including errors and omissions with aggregate limits of at least Four Million Dollars (US \$4,000,000). Client's insurance shall be primary over Provider's insurance. Client agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have against Provider, its agents, officers, directors, and employees.

Upon request by Client, Provider may assist Client with: 1) the preparation of applications for insurance; or 2) provide technical assistance to Client in connection with providing information for the underwriting of insurance. Client acknowledges and agrees that Client is solely responsible for reviewing the information for accuracy and Client will be solely responsible for adverse actions taken by insurance carriers in connection with underwriting or claims administration.

DATA PRIVACY & PROTECTION

Client Data

Provider agrees that any electronic data or personal information submitted by Client to Provider as a part of the Service ("Client Data") remains the property of Client and/or its end-user or other third party. Provider agrees that it will comply with all applicable United States data privacy and data security laws that the Services are subject to and as stated herein.

California Consumer Privacy Act ("CCPA")

Client agrees not to provide any data to Provider subject to the California Consumer Privacy Act ("CCPA") without first entering into an appropriate Order with Provider that specifically references CCPA.

Gramm-Leach-Bliley Act ("GLBA") & Health Insurance Portability and Accountability Act ("HIPAA") Data Processing

Client agrees not to provide any data to Provider subject to the Gramm-Leach-Bliley Act ("GLBA") or Health Insurance Portability and Accountability Act ("HIPAA") without first entering into an appropriate Order with Provider that specifically references GLBA and/or HIPAA.

General Data Protection Regulation (“GDPR”) & United Kingdom Data Processing

Client agrees not to provide any data to Provider from any data subject of the European Union or the United Kingdom that is regulated under the General Data Protection Regulation (“GDPR”) or similar data protection regulation without first entering into an appropriate Order with Provider that specifically references GDPR.

New York SHIELD ACT (“SHIELD”)

Client agrees not to provide any data to Provider subject to the New York SHIELD Act (“SHIELD”) without first entering into an appropriate Order with Provider that specifically references SHIELD.

Data Processing Agreement

For Clients who require the processing of CCPA, GLBA, HIPAA, GDPR, or United Kingdom data processing or similar data privacy and/or data protection regulation, Client must enter into an applicable agreement with Provider in the form of an Order, together with a data processing agreement (the “Data Processing Agreement” or “DPA”). Each data privacy or data protection regulation may contain its own separate addendum (or combined addendum) depending on Provider or Client’s regulated activities.

GENERAL

Observed Holidays

Provider reserves the right to identify observed holidays and adjust its holiday schedules from time to time. When a holiday falls on a weekend, Provider may close on the closest business day in observance of that holiday. After-hours emergency support is still available during these times.

Notices

Except as otherwise provided under this Agreement, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth on the applicable Order.

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

Force Majeure

Provider will not be liable for any failure of performance of the Services due to causes beyond its reasonable control, including, but not limited to, fire, flood, electric power interruptions, national or regional emergencies, epidemics, pandemics, public health emergencies, stay-at-home orders, furloughs, quarantines, or other restriction or prohibition, civil disorder, acts of terrorism, riots, strikes, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over Provider or the Services provided hereunder (the “Affected Performance”).

Any party whose performance is so affected shall give written notice to the other party describing the Affected Performance. The parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to the Agreement pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party may serve thirty (30) days’ written notice of termination on the other party with respect only to the portion of the Agreement relating to the Affected Performance. Client shall pay Provider for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

Waiver

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

Assignment

Neither party may assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without

the prior written consent of the other party. However, Provider may assign or otherwise transfer its rights, interests, and obligations under this Agreement without Client's consent in the event of a change in control of 50% or more of the equity of Provider, the sale of substantially all the assets of Provider, or the restructuring or reorganization of Provider or its affiliate entities. If Client transfers its rights, interests, and obligations under this Agreement without Provider consent, then such assignment will not be valid, and Client shall remain responsible for all Fees under this Agreement and any Attachment regardless of whether Client continues to derive any benefit from the Services. In addition, unless otherwise agreed, Provider may contract with third parties to deliver some or all of the Services, and no such third-party contract is to be interpreted as an assignment of this Agreement. However, Provider will use commercially reasonable efforts to ensure that any and all such third parties abide by all of the terms of this Agreement, and, except as otherwise agreed, Provider will remain solely responsible for the fulfillment of all of Provider's obligations under this Agreement. This Agreement is binding upon the parties, their successors, and permitted assigns.

Marketing

Client hereby grants Provider the right to reference Client's name, industry, logo, and URLs in its marketing literature, website, and/or correspondence to potential new clients, so as to identify Client as a customer of Provider for marketing purposes and for Provider's benefit. Such information is not considered Confidential Information subject to non-disclosure.

Notifications and Alerts

Client hereby grants Provider the right to utilize Client information to send alerts, notifications, news, and general correspondence to Client to provide the Services.

Survival

The parties' respective duties and obligations with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this Agreement.

Governing Law

This MSA is to be governed by and construed in accordance with the laws of Illinois.

Severability

If any term or provision of this agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is to be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

No Disparagement

Neither Party, nor any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, shall initiate or participate in any action or conduct tending to injure, bring into disrepute, ridicule, damage, or destroy the goodwill of Provider or Client, or the others' affiliates. The foregoing shall not be construed to prevent or prohibit a Provider or Client, or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, from: (i) exercising its rights under this Agreement; (ii) complying with a legal obligation or a professional responsibility; or, (iii) reporting, providing, or disclosing information to federal, state, municipal, or local government agencies, authorities, or officials in the ordinary course of business or as required by law. Further, in the event Provider or Client or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives breach this Section, the non-breaching party and its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, and representatives shall no longer be bound by the obligations set forth under this Section.

Entire Agreement

This Master Services Agreement, the Order, the Service Attachments or Descriptions, and any other attachments thereto (collectively, the “Agreement”) set forth Provider’s entire understanding with respect to the subject matter hereof and are binding upon both parties, their successors, and their permitted assigns, in accordance with the terms of the Agreement. There are no understandings, representations, or agreements other than those set forth herein. Each party has had the opportunity to review this agreement. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

City of Morrison Master Services Agreement

Prepared by:

Winsor Consulting Group

Ryan Harvey
(563) 362-5476
rharvey@winsorgroup.com

Prepared for:

CITY OF MORRISON

200 W Main St
Morrison, IL 61270
Brian Melton
(815) 772-7657
bmelton@morrisonil.org

Information:

Delivery Date: 10/16/2025
Expiration Date: 11/14/2025

CITY OF MORRISON, ILLINOIS USA

ORDINANCE NO. 25-14

**ORDINANCE AUTHORIZING
DISPOSAL OF SURPLUS PERSONAL PROPERTY**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF MORRISON

THIS 10th DAY OF NOVEMBER, 2025

Published in pamphlet form by authority of the City Council, City of Morrison, this 10th day of November, 2025.

ORDINANCE NO. 25-14

ORDINANCE AUTHORIZING DISPOSAL OF SURPLUS PERSONAL PROPERTY

WHEREAS, the City of Morrison is the owner of certain personal property more specifically described in Exhibit A; and

WHEREAS, it is the opinion of the corporate authorities of the City of Morrison that the City has no use for the personal property described above and that it is in the best interests of the City to sell or dispose of the same.

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

SECTION 1: The recitals set forth in the preambles of this ordinance are true and correct and incorporated herein as if fully set forth in this Section 1.

SECTION 2: The Mayor and City Council find that the personal property described in Exhibit A is not necessary or useful to the City and thus the City Administrator or his designee is hereby authorized to undertake disposal of the specifically described surplus property with the property being sold or disposed of in an “as is” condition and the proceeds deposited into appropriate city accounts as determined by the City Administrator.

SECTION 3: The Mayor and the City Clerk are hereby authorized and directed to do all things necessary and essential, including execution of any documents affecting transfer, to carry out the provisions of this ordinance and effectuate sale or disposal of the surplus property described above.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval, and publication in the manner provided by law.

SECTION 5: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

SECTION 7: The City Clerk is hereby directed to publish this ordinance in pamphlet form.

PASSED by the Mayor and the City Council of the City of Morrison on the 10th day of November, 2025.

Mayor

ATTEST:

City Clerk

Exhibit A ~ November 10, 2025

Model & Description	Serial No./VIN
2001 International 4900	1HT5DAAN81H395709

Alderspersons Voting:

	AYE	NAY	ABSTAIN	ABSENT
Kevin Bruckner Jr.	☐	☐	☐	☐
Seth Buckwalter	☐	☐	☐	☐
Sara Dunne	☐	☐	☐	☐
Sidonna Mahaffey	☐	☐	☐	☐
Todd Schlegel	☐	☐	☐	☐
Vernon Tervelt	☐	☐	☐	☐
Matthew Tichler	☐	☐	☐	☐
Vacancy	☐	☐	☐	☐

Public Works Building Exterior Painting Project

Contractor:	Robert G. Balayti, d/b/a Balayti Painting
Contract Date:	12/19/2024
Contract Signed Date:	1/9/2025
Expected Completion Date	8/1/2025

Building Walls, Doors & Trim	39,782.00
Building No. 2 Roof	14,971.00
Contract Amount Total:	54,753.00

Project Activity				
Description	Amount Requested	Date Received	Amount Paid	Notes
Project Deposit (Balayti)	5,457.30	3/10/2025	5,457.30	10% of Project
Pay Request No 1 (Balayti)	8,598.00	4/29/2025	8,598.00	Project progress
Pay Request No 2 (Balayti)	14,181.00	6/10/2025	14,151.00	Project progress
Pay Request No 3 (Balayti)	14,971.00	8/25/2025	14,971.00	Roof of Bldg 2
Pay Request No 4 (Balayti)	2,200.00	9/4/2025	pending	Bldg 4 (council approved pending CA approves work & punch list)
Pay Request No 5 (Balayti)	9,800.00	9/19/2025	pending	Bldg 2
Pay Request No 6 (Balayti)	6,510.00	10/20/2025	pending	Bldg 5
Change Order No 1 (Balayti)	1,041.00	11/3/2025	pending	Supplies, no further documentation
Total Paid To Date			43,177.30	Includes Project Retention (10% or \$5,457.30)
Total Unpaid Balance			11,395.70	
Total Pending Requests			19,551.00	
Amount Over Contract Amount			(8,155.30)	

BALANTI PAINTING
711 SOUTH PEARL
DIXON, IL 6102

TO: MORRISON CITY
COUNCIL

CONTRACT CHANGE ORDER

DATE

11/01/25

JOB

PAINT PUBLIC WORKS BLDG

CONTRACT JOB NO.

PREPARED BY

BRIAN MET

WORK TO

BEGIN BY

WORK TO BE

COMPLETED BY

RECEIVED

NOV 3 2025

ASKING FURTHER COMPESATION
FOR EXTRA SUPPLIES AND EXTRA
LABOR COSTS

1. CONTRACT TOTAL AMOUNT 54,573.80
2. PROJECTED FINAL PAYMENT 13,083.00
3. INVOICES FOR BLDGS. 1, 4, 5
4. ASKING FOR ADDITIONAL \$1,041.00
TO EQUAL 13,083.00

The work covered by this order shall be performed under the same terms and conditions as that included in the Original Contract..

CHANGES APPROVED

PREVIOUS CONTRACT AMOUNT

\$

AMOUNT OF THIS ORDER

\$ ~~13~~

TOTAL CONTRACT AND EXTRAS

\$ 13,083.00

NC3814

By:

November 10 2025 / 46

Contract Change Order

Robert S. Bly

**Public Works - Street Department Building
Roof Replacement Options**

Steel Replacement			Roof Coating		
Contractor	Estimate	Warranty (YRS)	Contractor	Estimate	Warranty (YRS)
Boss Commercial	\$ 99,192.40	10 L / 40 P	K & H Enterprises	64,633.00	10 L / 12 P
Bader Construction	\$ 98,250.00	15 L / 40 P	Beckwith Commercial	66,458.00	15 (20 optional)
Countryside Construction	No Response				
5 Star Commercial Roofing	No Response				
Sterling Commercial	No Response				

Notes:

Standing seam joints - steel

Steel fastening - steel

Steel - 26 gauge sheeting

Work warranty

Product warranty

Prevailing wage

Snow guard

Seamless gutter on front

Steel Replacement includes steel over shingled roof (office)

NORTH GENESEE STREET Access at Lincolnway

October 27, 2025

Scott Vandermyde, Mayor

Brian Melton, City Administrator

NORTH GENESEE STREET

Access at Lincolnway

HISTORY & INFORMATION

- 1977** Traffic Signal Installed
- 1985** Last Known Traffic Signal Significant Work – Controller Cabinet
Only maintenance work since ...
City responsible for ongoing traffic signal & street lighting maintenance
- 2019** IDOT held public hearings on US RT 30 Reconstruction Project
Project suspended due to lack of local community support
- April 24, 2023** City County approved action *“to support and direct City Administrator to request and work with IDOT to immediately reconsider US RT 30 Improvements / Reconstruction in Morrison.”* Letter sent to IDOT!

NORTH GENESEE STREET

Access at Lincolnway

- | | |
|---------------------------------|--|
| September - October 2023 | Council considered improvements to intersection and closure of 200 block of North Genesee Street
(North Genesee Street Intersection Improvement Plan) |
| September 25, 2023 | City Council considered options for traffic signals |
| October 10, 2023 | City Council considered Resolution to remove traffic signals
Motion failed due to lack of second
City Council further discussed the issue, no action |
| October 27, 2023 | First meeting with IDOT regarding US RT 30 since 2019 |

NORTH GENESEE STREET

Access at Lincolnway

- | | |
|---------------------------|--|
| September 9, 2024 | City Council approved project to repair northeast quadrant of intersection (catch basin, sidewalk & curbing - \$26,619), due to sidewalk & catch basin collapse; completed November 2024 |
| July 16, 2025 | IDOT hosted public open house on Reconstruction Project |
| September 11, 2025 | IDOT inquired if North Genesee Street closure was still “on the table” as they consider all options during this Phase 1 (Plan & Design) of the project. |
| September 22, 2025 | Re-introduced topic of closure to Council |

NORTH GENESEE STREET

Access at Lincolnway

INFORMATION & CURRENT CONDITIONS

Priorities

Overall Safety for Vehicle & Pedestrian Traffic

- Visibility entering and/or crossing Lincolnway

Complete Reconstruction of US RT 30 through Morrison

City Responsible for Operation & Maintenance

- Traffic Signals
- Street Lighting

NORTH GENESEE STREET

Access at Lincolnway

Intersection Traffic Volume

Ranked [Highest to Lowest]

Source: IDOT Data & Projections
August 20, 2025

Jackson

Cherry

Madison

Orange

Heaton

Genesee

Base

Milnes

Grape

Lincolnway Ct / Olive / Hall / Clinton / Bartlett

NORTH GENESEE STREET

Access at Lincolnway

OPTIONS

1. Maintain access / status quo
2. Genesee Street One-Ways - Northbound & Southbound from Lincolnway

➔ *Northbound ... only to Knox Street?*

Southbound ... only to Main Street?

3. Genesee Street One-Way - Northbound from Lincolnway &
Close 200 Block of North Genesee Street

➔ *Northbound ... only to Knox Street?*

NORTH GENESEE STREET

Access at Lincolnway

FACTS on CLOSURE - 200 Block of North Genesee Street

- ✓ Closure of One Block between Main Street and Lincolnway
- ✓ One address (212) - Vacant business, upper level is residential (now unoccupied)
- ✓ 11 parking spots in this block
- ✓ Closed block area is 1,000 sq. yds. or 9,000 sq. ft.
- ✓ Conducting a responsible and thoughtful process to decide the best solution
- ✓ Seeking Community Feedback - Businesses, Schools, Emergency Services and General Public
- ✓ One option that has been considered since the Main Street Project in 2020-21

NORTH GENESEE STREET

Access at Lincolnway

MORE FACTS on CLOSURE - 200 Block of North Genesee Street

- ✓ Closure would not take effect until Lincolnway (US RT 30) Reconstruction Project actually begins (2029)
- ✓ Closure **could** allow IDOT to **consider** removing turn lanes and narrowing the roadway in the design of the reconstruction project, which could also:
 - ✓ Lessen impact to local property owners
 - ✓ Lessen time necessary for land acquisition
 - ✓ Lessen project cost

NORTH GENESEE STREET

Access at Lincolnway

CLOSURE - 200 BLOCK OF NORTH GENESEE STREET

DISADVANTAGES / ADVERSE RESULTS

- Petitions & Letter of Opposition (2023) - Various Comments Against Closure
- Decreases Access to Downtown
- Unknown Effects to Downtown Businesses
- Changes a Safe Location for Pedestrians to Cross
- Lose 11 Parking Spots; Further Limiting Parking
- Increase Traffic on Other Streets
- Eliminate Only Direct Route Between Schools (one-ways or closure)
- Genesee RR Crossing is an alternate crossing to Cherry Street without median delineators

NORTH GENESEE STREET

Access at Lincolnway

CLOSURE - 200 BLOCK NORTH GENESEE STREET

ADVANTAGES / OPPORTUNITIES

- ❖ **Primary purpose is creating a safer intersection while offering a progressive opportunity to our community and downtown area**
- ❖ Is parking a real problem in downtown?
- ❖ Block closure design will still provide limited/controlled access for vehicles
- ❖ Aesthetic improvements with designing area for alternate use
- ❖ Potential to increase "marketability" of area businesses and properties
- ❖ Current efforts are not working ... vacant businesses in that block/downtown

NORTH GENESEE STREET

Access at Lincolnway

CLOSURE - 200 BLOCK NORTH GENESEE STREET

ADVANTAGES / OPPORTUNITIES

- ❖ Downtowns are becoming more residential. Park-like area may be beneficial for those who live in the area
- ❖ An opportunity that is different, progressive and even creative!
- ❖ Downtown public and permanent space for outdoor events and gatherings
- ❖ May spur further growth, diversify businesses, and alternative uses for area properties
- ❖ Lincolnway (US RT 30) Reconstruction Project offers opportunity to reconsider

NORTH GENESEE STREET

Access at Lincolnway

CLOSURE - 200 BLOCK NORTH GENESEE STREET

DESIGNS & IDEAS FOR USE

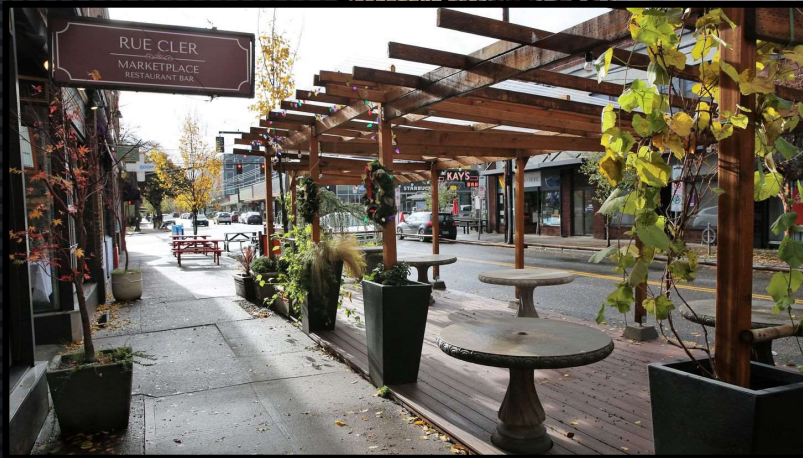
- * Woonerf / Patio-Style / Park
- * Examples of Possible Names for Area: Genesee Park, 200 North Genesee, Morrison Commons, Genesee Street, Genesee Commons, etc.
- * Involve community in designing and naming this area!

NORTH GENESEE STREET

Access at Lincolnway

Closure of Genesee Street

Patio - Style



NORTH GENESEE STREET

Access at Lincolnway

Closure of Genesee Street

Barriers & Bollards



NORTH GENESEE STREET

Access at Lincolnway

Closure of Genesee Street

Woonerf-Style



NORTH GENESEE STREET

Access at Lincolnway

Closure of Genesee Street

Archways



NORTH GENESEE STREET Access at Lincolnway Closure of Genesee Street

Park Activities



NORTH GENESEE STREET

Access at Lincolnway

DISCUSSION & CONCLUSION