

COUNCIL MEETING REPORT

JUNE 22, 2026



Nathan Jacobs
njacobs@morrisonil.org
Morrison Parks & Recreation

REPORT

Council Meeting Updates



Highlight 01

Youth T-Ball League opening day on Monday, June 15th went well. Principal Andy from Northside announced the kids. He did a fantastic job! We ended up with 103 kids.



Highlight 02

Family Bingo for July will be Thursday, July 9th at 6:30pm in the Community Room. Our June Family Bingo was over 30 people, everyone loved it!



Highlight 03

Youth Army Boot Camp Friday, June 5th. SFC Hintzsche from the Rock Falls Armory was a success! They did a fabulous job. Brought an inflatable obstacle course and Humvee. We had about 30 kids.

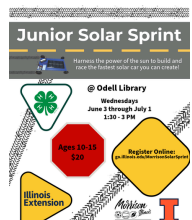
Junior Solar Sprint is going well. We maxed at 6 kids. Very cool program! Another program on Wednesday, June 24th at Kelly Park. They will be making their own natural paints.

Chair Fitness will start June 9th on Tuesdays and Thursdays from 3pm to 3:45pm and be an ongoing program. We are already over 25 and I believe will grow to around 40-50 very soon. Sterling YMCA is shocked on how well our numbers are because they started with only 6.

Father's Day USSSA Softball Tournament update: We have 6 - 10u teams, 9u we have 4 and 12u we have 5. This should be a very good turn out and hoping for good weather.



June 22 2026 / 2



REPORT

Council Meeting Updates



Highlight 01

Last Saturday, June 13th ZOWA Wrestling was on the football field at the Sports Complex. They put on a show. I think the attendance was a little light do to pending storm but we had 50-60 people still show up.





AT KELLY PARK, MORRISON

Nature's Paint Box

June 24 | 10-11 AM | \$5
Ages 5-10 | Morrison

Make your own paints from items like berries, leaves, flowers, and soil, reconnecting with this timeless practice and discovering the beauty of creating color straight from the earth.

Register at:
go.illinois.edu/MorrisonNPB



GET IN SHAPE AT OUR COMMUNITY ROOM!

Are you trying to improve your health and get in shape?



Chair Fitness will be at the Community Room at the Odell Public Library

FREE CLASS!!!
TUESDAYS & THURSDAYS
STARTING JUNE 9th
FROM 3:00 TO 3:45PM

For more information
Contact:
815.636.1106

June 22 2026 / 3

Junior Solar Sprint

Harness the power of the sun to build and race the fastest solar car you can create!



@ Odell Library
Wednesdays
June 3 through July 1
1:30 - 3 PM

Ages 10-15
\$20

Register Online:
go.illinois.edu/MorrisonSolarSprint

Illinois Extension

Morrison Parks & Rec

June 8, 2026

CALL TO ORDER

The Morrison City Council met in Regular Session on Monday, June 8, 2026, 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 6:30 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 Seth Buckwalter, Sara Dunne, Sidonna Mahaffey, Matt Tichler, Todd Schlegel, and Vernon Tervel. Absent: Kevin Bruckner Jr. Vacancy: Ward 1. Other city officials present were City Administrator Brian Melton and Chief of Police Michael Moon.

PLEDGE OF ALLEGIANCE - Cited.

PUBLIC COMMENT - None.

PRESENTATION -

Karla Burn and Charla Olson from MORRISON ON THE MOVE reported on their activities:

Kelly Park Courts Renovation Project

- On Saturday, June 27th, we will be hosting a Bingo Bash event at the Sports Complex.
- Fundraising letters were sent out. We are now creating a marketing piece to encourage more donations.
- We will have a pickleball paddle on High Street showing where we are in fundraising for our goal.
- We will be hosting a Lotta Lucky Loot, a Mother Son Arcade Fun and More at Southside, and Bingo at the Whiteside County Fair (with the Department of Fun).
- We have purchased 2 grills –one will be placed at Water Works Park and one at Kelly Park.
- We are considering purchasing and installing sun shades at the Jumper Pillow or planting trees which may be much more cost effective and provide more shade when they are larger.
- We will be fundraising for a Splash Pad (next project), then for Rolle Bolle Lanes.
- Queen of Hearts – continues every Thursday at BBP.

Kiwanis Park

- We would like to update the park by creating an intergenerational park that would work for young and old alike. Some early ideas for the park would be a concrete ping pong table; concrete corn hole sets; horseshoes; game tables for cards, chess and checkers; shuffleboard and/or a small playground area.

REPORT OF CITY OFFICERS, DEPARTMENT HEADS AND/OR COMMITTEES

Chief of Police Moon, Superintendent of Utilities Shane Osburn, and Recreation Services Director Nathan Jacobs provided written reports.

CONSENT AGENDA

Ald Schlegel moved to approve City Council, Meeting Minutes, May 26, 2026; Bills Payable - \$77,048.47; Historic Preservation Commission Meeting Minutes, June 2, 2026; and Street Closures – Pop-Up Markets, Chamber of Commerce; seconded by Ald Buckwalter. Ayes: Buckwalter, Dunne, Mahaffey, Tichler, Schlegel, and Tervelt. Absent: Bruckner. Nays: None. Motion passed.

ITEMS FOR CONSIDERATION, DISCUSSION AND POSSIBLE ACTION

Ald Schlegel moved to approve Morrison On The Move Request – Alcohol On-Premise During Bingo Bash 2026; seconded by Ald Tichler. Council discussed this “bring your own” request. All ayes by voice vote without objection. Motion passed.

Ald Schlegel moved to approve 26-09 Ordinance Amending & Replacing Chapter 12 Business Regulation; seconded by Ald Tichler. Council discussed. CA Melton clarified that the ordinance pertained only to businesses located in Morrison, and would include service industries as well (e.g., legal, accounting). Ald Tichler suggested the fee going to the Economic Development Fund rather than the General Fund. Mayor Vandermyde said this was a good idea and that the City would update the Ordinance and bring it to a vote at the next meeting. Motion failed due to lack of votes.

Ald Buckwalter moved to accept & approve Trees Forever, Illinois Community Canopy Tree Planting Program Grant; seconded by Ald Mahaffey. CA Melton reviewed with Council the details of the grant. Council discussed. All ayes by voice vote without objection. Motion passed.

Council continued their discussion on Utility Billing; Processing Fees & Billing Credits. A fee of \$3 per month would be charged to those people requesting a paper bill.

ADJOURNMENT

Ald Buckwalter moved to adjourn, seconded by Ald Mahaffey. Without objection, the meeting adjourned at 7:02 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: 6/22/26

RE: Bills Payable

Please see the attached list of Bills Payable in the total amount of: **\$184,894.42.**

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

6/23/2026 THRU 6/23/2026

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
I1372,I1366,I1371	815 PORTA POTTY PORTABLE RESTROOM RENTAL	01-43-5270	340.00	340.00	26860	6/23/26
5524883479	AIRGAS USA, LLC MAINT SUPP - EQUIPMENT	01-41-6120	106.12	106.12	26861	6/23/26
P46253	BIRKEY'S MAINT SUPP - EQUIPMENT	01-41-6120	80.19	80.19	26862	6/23/26
P46461	MAINT SUPP - EQUIPMENT	01-41-6120	379.98	379.98	26862	6/23/26
0227840-IN	BONNELL INDUSTRIES MAINT SUPP - EQUIPMENT	01-41-6120	232.60	232.60	26863	6/23/26
STM060826	COM ED ACCT NO 1318961222	01-41-5760	72.30	72.30	26864	6/23/26
STM060826A	ACCT NO 0648071222	01-41-5760	400.64	400.64	26864	6/23/26
STM060926	CURRIE MOTORS POLICE VEHICLE	24-24-8400	49,408.29	49,408.29	26857	6/09/26
936773	DECKER SUPPLY MAINT SUPP - STREETS	01-41-6140	4,582.22	4,582.22	26865	6/23/26
STM060826	DIVISION OF VITAL RECORDS STATE CC FEES	01-13-9250	412.00	412.00	26866	6/23/26
140031	FEHR-GRAHAM & ASSOCIATES ENGINEERING SERVICE	50-81-5320	1,921.89	1,921.89	26867	6/23/26
STM061126	FRONTIER ACCT NO 8157723870	51-80-5520	128.29	128.29	26858	6/11/26
STM061126A	ACCT NO 8157721111	50-81-5520	505.85	505.85	26858	6/11/26
STM061126B	ACCT NO 8154009008	51-80-5520	136.02	136.02	26858	6/11/26
269762	GREAT WESTERN SUPPLY CO MAINT SUPP - BLDG	01-31-6110	34.40	34.40	26868	6/23/26
STM060426	HARTZ INC. MAINT SERV - BLDG	01-31-5110	4,802.00	4,802.00	26869	6/23/26
7447628	HAWKINS, INC CHEMICALS	51-80-6560	907.34	907.34	26870	6/23/26
5532	HELM CIVIL STREET IMPROVEMENT CONST MAINT SERV - UTILITY SYSTEM	04-04-8610 51-80-5150	28,166.00 14,509.00	42,675.00	26871	6/23/26
13444	HOPKINS & ASSOCIATES ACCOUNTING SERVICE/AUDIT	01-11-5310	3,333.33			

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
	HOPKINS & ASSOCIATES					
	ACCOUNTING SERVICE/AUDIT	51-80-5310	3,333.33			
	ACCOUNTING SERVICE/AUDIT	50-81-5310	3,333.34			
				10,000.00	26872	6/23/26
6721	IL RURAL WATER ASSOC. DUES	50-81-5610	684.96			
				684.96	26873	6/23/26
VN5509941862	ILLINOIS TOLLWAY VEHICLE PLATE #M254355 (IL)	01-11-5620	16.10			
				16.10	26874	6/23/26
872041411	KONE INC. MAINT SERV - BLDG	01-11-5110	502.58			
				502.58	26875	6/23/26
48679	KUNES AUTO GROUP MAINT - VEHICLE	01-21-5130	205.90			
				205.90	26876	6/23/26
STM060126	LEANN GOEBIG COMMUNITY ROOM DEPOSIT REFUND	01-31-5200	25.00			
				25.00	26877	6/23/26
STM060126	MARIA KEMPTHORNE COMMUNITY ROOM DEPOSIT REFUND	01-31-5200	100.00			
				100.00	26878	6/23/26
26-2410	MCCLLOUD & ASSOC ENGINEERING SERVICE	61-61-5320	2,500.00			
				2,500.00	26879	6/23/26
STM061226	MEDIACOM ACCT NO 8384880210090324	01-31-5520	96.22			
				96.22	26859	6/12/26
36978	MENARDS ACCT #32720404	01-41-6110	605.37			
				605.37	26880	6/23/26
36988	ACCT #32720404	01-43-6538	27.92			
				27.92	26880	6/23/26
37511	MOORE MONUMENT CO. MEMORIAL PARK EXPENSES	37-37-8961	568.75			
				568.75	26881	6/23/26
STM061026	MORRISON FIRE DEPARTMENT GAMING TAX DISTRIBUTION	12-12-5500	1,483.28			
				1,483.28	26882	6/23/26
STM060326	MORRISON TRUE VALUE ACCT NO 276574	01-21-6520	5.00			
				5.00	26883	6/23/26
STM060326A	ACCT NO 276572	51-80-6520	56.17			
				56.17	26883	6/23/26
STM060326B	ACCT NO 276571	01-41-6520	185.43			
				185.43	26883	6/23/26
STM060326C	ACCT NO 276573	01-42-6520	58.32			
				58.32	26883	6/23/26
STM060326D	ACCT NO 27657	01-11-6520	34.49			
				34.49	26883	6/23/26
STM060326E	ACCT NO 276576	50-81-6520	84.54			
				84.54	26883	6/23/26
	MOTOROLA INC					

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
10412620260501	MOTOROLA INC ACCT NO 3010191078-0001	01-21-5480	482.00	482.00	26884	6/23/26
267216324	PACE ANALYTICAL SERVICES LAB FEES	51-80-5420	35.00	35.00	26885	6/23/26
4036	PEPPERS HAULING CO. OTHER PROFESSIONAL SERVICES	01-21-5480	150.00	150.00	26886	6/23/26
STM060826	R.T.S. MULCH, INC MAINT SUPP - FIELDS	01-43-6570	1,645.00	1,645.00	26887	6/23/26
STM060826A	MAINT SUPP - FIELDS	01-43-6570	620.00	620.00	26887	6/23/26
0721-008853751	REPUBLIC SERVICES ACCT #3-0721-9721028	14-14-5730	25,227.56	25,227.56	26888	6/23/26
STM060326	ROCK RIVER LUMBER & GRAIN OPERATING SUPPLIES	01-42-6520	450.00	450.00	26889	6/23/26
STM060826	SAUK VALLEY CLASSIFIEDS 10193590	01-11-5530	254.00	254.00	26890	6/23/26
STM060526	SULLIVAN'S FOODS ACCT NO 253012	01-21-6520	532.29	532.29	26891	6/23/26
026-21	TOMCAT CONSULTANTS, LLC MAINT SERV - UTILITIY SYSTEM	51-80-5150	29,850.00	29,850.00	26892	6/23/26
INV01015735	USA BLUEBOOK MAINT SUPP - UTILITY SYSTEM	51-80-6151	172.91	172.91	26893	6/23/26
4871772	WARD, MURRAY, PACE, JOHNS LEGAL SERVICE	01-12-5330	990.50	990.50	26894	6/23/26
STM060326	WHITESIDE CO RECORDER MISC EXPENSE	51-80-9280	30.00			
	MISC EXPENSE	50-81-9280	30.00			
STM060526	RECORD DEEDS	01-42-9230	60.00	60.00	26854	6/03/26
				60.00	26895	6/23/26
	REPORT TOTAL			=====		
				184,894.42		

City of Morrison, Illinois

200 West Main Street, Morrison IL USA 61270

Permit No.:

26-03

STREET CLOSURE & OTHER CITY SERVICES REQUEST

Name of Organization: Morrison Rotary Club – Harvest Hammer

Contact Person/Address: Karl Kovarik, Treasurer 331 Coleta Rd, Tampico, IL 61283

Email: morrisonrotary@gmail.com Phone: 815-499-6065

Event: Harvest Hammer – Children races, 5K & Duathlon

Event: Genessee Av from Winfield St to Lister Rd 6:00am – noon
Academic Dr from Genessee Av to Morrison Jr. HS 6:00am – noon

Street(s) to be Closed:

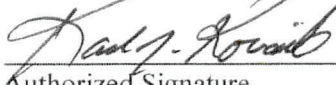
Date(s) of Event: September 19, 2026

Times of Closure: See above To

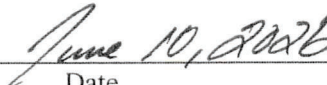
Additional City Services

- | | |
|---|--|
| ☐ Electric Service on Genessee Street | ☐ Electric Service on Base Street |
| ☐ Picnic Tables – How many? _____ | ☐ Main Street Audio System/Music/Microphone |
| ☐ Refuse Receptacles – How many? _____ | ☐ 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.**


Authorized Signature

Treasurer Morrison Rotary
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
June 10, 2026

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

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

PRODUCER
Hylant - Toledo
811 Madison Ave
Toledo, OH 43604-6684

CONTACT NAME: Sara Humphries / Kim Rutkowski
PHONE (A/C, No, Ext): (419) 259-2710 FAX (A/C, No): (419) 255-7557
E-MAIL: rotary@hylant.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Westchester Surplus Lines Insurance Company 10172
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
U.S. Rotary Clubs & Districts
Morrison Rotary Club #3081, Morrison, IL
ATTN: Risk Management Dept.
1560 Sherman Avenue
Evanston, IL 60201

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	G73578917 005	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	G73578917 005	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

City of Morrison
200 W Main
Morrison, IL 61270
Harvest Hammer 09/19/2026

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

CITY OF MORRISON, ILLINOIS USA

ORDINANCE NO. 2026-09

**ORDINANCE AMENDING AND REPLACING THE MORRISON MUNICIPAL CODE
CHAPTER 12 BUSINESS REGULATION
WITH THE ADDITION OF BUSINESS LICENSING**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF MORRISON

THIS 22th DAY OF JUNE, 2026

Published in pamphlet form by authority of the City Council of the City of Morrison, Illinois,
this 22th day of June, 2026.

ORDINANCE NO. 2026-09

ORDINANCE AMENDING AND REPLACING THE MORRISON MUNICIPAL CODE CHAPTER 12 BUSINESS REGULATION WITH THE ADDITION OF BUSINESS LICENSING

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City of Morrison (the “City”) have discussed the needs of the City with respect to updating and the adoption of changes to certain ordinances relating to business regulations; and

WHEREAS, pursuant to 65 ILCS 5/1-2-1 and 50 ILCS 220/0.01, the Corporate Authorities are empowered to enact ordinances within the boundaries of the City; and

WHEREAS, in connection therewith, the Corporate Authorities of the City, after recommendation from City Administration, have determined it in the best interests of the City and its residents to amend the Morrison Municipal Code, as specifically set forth herein.

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

SECTION 1: The City hereby finds that all the recitals contained in the preambles to this/her Ordinance are true and correct and incorporates them into this/her Ordinance by this/her reference.

SECTION 2: Chapter 12, of the Morrison Municipal Code, is amended and replaced in its entirety which shall read as follows:

“Chapter 12 BUSINESS REGULATION

ARTICLE I. LICENSING, IN GENERAL

Sec. 12-1. Licensees subject to city ordinances; revocation for violations.

All licenses which may at any time be issued under any ordinances of the city shall be subject to all ordinances and regulations of the city which may be in force during the period of such license, or any portion of such period; and a violation of any of the provisions thereof by any licensed person shall, in addition to the penalties which may be provided for such violation, subject him/her to a revocation of his/her license.

Sec. 12-2. Clerk's signature and corporate seal required; expiration.

Any license which may be issued under any ordinance of the city shall, unless such ordinance otherwise provides, be signed by the City Clerk and bear the corporate seal of the city. Such license shall specify the type of license, the location of the building or premises to be occupied,

and shall bear issuance and expiration dates. Unless otherwise specified in this code, all licenses shall expire on April 30 next thereafter.

Sec. 12-3. Nontransferability.

No such license shall be transferable without the permission of the city council, nor shall any such license be used except by the person, at the place, and for the purpose designated therein; and no person shall be deemed licensed until a license has been actually issued to him/her.

Sec. 12-4. Assignment and surrender; new license issuance.

Any person to whom any license may have been issued under any ordinance of the city may, upon filing with the city clerk an application therefor, and the written permission of the city council, surrender such license and have the same cancelled for the purpose of having a like license issued for the unexpired term of the one so surrendered to the person or place of business to which he/she may wish to transfer the same, upon the licensee named in such new license giving bond, if bond is required in such case, and complying with the requirements of the ordinances under which the license is issued.

Sec. 12-5. Revocation.

Any license granted under the provisions of this chapter may, unless otherwise provided herein, be revoked at any time, upon written notice, by the mayor or city council, when it shall appear to his/her or its satisfaction that the licensed party has violated or failed to comply with any provisions of any ordinance of the city applicable to the person, business, occupation, or place so licensed; and the unearned portion of any such license so revoked shall be forfeited to the city. Hearings on suspension or revocation will be provided to licensees upon their written request.

Sec. 12-6. Application; fee.

Any person desiring to obtain a license under the provisions of this chapter shall complete and submit an application therefor to the City Clerk, unless the same shall be waived, stating therein the type of license to be undertaken or given; the place where the same is to be conducted; and the length of time for which the applicant desires the license to be issued. Upon the payment in advance to the clerk, the clerk shall thereupon issue to the applicant a license under the seal of the city, to conduct such business at the place and for the length of time mentioned in the application and authorized by this chapter.

Sec. 12-7. Form.

All licenses shall be issued and signed by the clerk, under the seal of the city, in the form prescribed from time to time by the city council.

Sec. 12-8. Proration of annual licenses.

Any person applying for a license after May 1 (or January 1 where applicable) of any year shall only be required to pay for the same sum bearing the same proportion to the amount fixed for the annual license from the date of such application until the expiration date; this provision applying only to annual licenses except as otherwise provided by this chapter. The time shall be computed as running from the first day of the month in which said license is issued.

Sec. 12-9. Rebate and refund prohibited.

In no event shall any rebate or refund be made of any license fee, or part thereof, for any reason.

Sec. 12-10. Posting and exhibiting.

Any person having obtained a license under the ordinances of the city shall, when demanded by any officer of the city, forthwith exhibit the same to such officer; and, if the business of such licensee is local, he/she shall immediately upon the receipt of his/her license cause the same to be and remain posted in some conspicuous place in his/her business establishment. If any such licensee fails or refuses to exhibit his/her license when demanded as aforesaid, or neglect or refuse to post the same as required, he/she shall be fined according to the Fees, Penalties, Bond and Other Charges Schedule of the Morrison Municipal Code.

Secs. 12-11 - 12-29. Reserved.

ARTICLE II. VENDING MACHINES

Sec. 12-30. Tobacco product vending machines prohibited.

- A. The sale or distribution of cigarettes or any tobacco product via the use of a vending machine in the city is prohibited, and no person or business entity of any type shall permit, facilitate or condone the sale or distribution of any cigarette or other tobacco product, via a vending machine, at his/her establishment.
- B. Any provision of this section in conflict with federal or state statutory enactments shall be subordinate to said enactments, all other provisions of this section being severable and remaining valid.

Secs. 12-31 - 12-39. Reserved.

ARTICLE III. BUSINESS LICENSE

Sec. 12-40. Short Title.

This Ordinance shall be known and may be cited as the “Business Licensing Ordinance of the City of Morrison.”

Sec. 12-41. Definitions

For the purposes of this Ordinance, the following definitions apply:

Business: Any activity conducted for profit, including retail, service, or professional operations, whether permanent, temporary, or seasonal, within the city limits of Morrison.

Business Owner: Any person, partnership, corporation, or entity operating a business within the City of Morrison.

Not-For-Profit Organization: A not-for-profit organization is a legal entity organized under the Illinois General Not For Profit Corporation Act of 1986 exclusively for charitable, educational, religious, scientific, civic, social, or other authorized nonprofit purposes, where no part of the organization's net earnings is distributed to private individuals and all resources are used to further its stated mission. Furthermore, to be considered a Not-For-Profit Organization, such an organization shall possess tax-exempt status with the State of Illinois.

Sec. 12-42. Business License Required

1. No person shall operate a business or not-for-profit organization within the City of Morrison without first obtaining an annual business license pursuant to this Ordinance.
2. Each separate business and not-for-profit organization location requires a separate license.

Sec. 12-43. Application and Fee

1. All applications for a business license shall be submitted to the City Clerk on a form provided by the City.
2. The application shall include:
 - a. Name and address of the business/organization;
 - b. Name and contact information of the business owner (organization president/chairperson) to include Email address and phone number;
 - c. Name and contact information of the emergency contact (if different than owner) to include Email address and phone number,
 - d. Type of business/service and nature of operations;
 - e. Any additional information the City Clerk may reasonably require.
3. The fee for a business license shall be **Twenty Dollars (\$20.00) per year**, payable at the time of application. This fee may be prorated pursuant to Section 12-8 of this chapter.
 - a. There is no license fee for not-for-profit organizations.

Sec. 12-44. Term and Renewal.

A business license issued under this Chapter shall expire on December 31 next thereafter.

1. Renewal applications must be submitted prior to the expiration of the current license, along with the \$20.00 renewal fee (no fee for not-for-profit organizations).

Sec. 12-45. Enforcement

1. Any person found operating a business without a valid business license shall be subject to a fine/penalty for each day in violation according to the Fees, Penalties, Bond and Other Charges Schedule of the Morrison Municipal Code.
2. The City Clerk is authorized to revoke, suspend, or deny a business license for failure to comply with this Ordinance or other applicable laws.

Sec. 12-46. Fees & Penalties Collected

1. All license fees and penalties collected pursuant to this ordinance (chapter) shall be deposited in the Economic Development Fund and used to the benefit of economic development within the City of Morrison.

Sec. 12-47. Severability

If any provision of this Ordinance is held invalid, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

Sec. 12-48. Effective Date

This Ordinance shall take effect **on January 1, 2027, and each year thereafter**, as required by law.

Secs. 12-49 - 12-59. Reserved.”

PASSED this 22th day of June, 2026.

Kevin Bruckner Jr., Mayor Pro Tempore

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 USA

ORDINANCE NO. 26-10

**ORDINANCE AUTHORIZING
DISPOSAL OF SURPLUS PERSONAL PROPERTY**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF MORRISON

THIS 13th DAY OF JULY, 2026

Published in pamphlet form by authority of the City Council, City of Morrison, this 13th day of July, 2026.

ORDINANCE NO. 26-10

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 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 to the Pink Heals Sauk Valley IL Chapter for One Dollar (\$1.00) and any 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 13th day of July, 2026.

Scott Vandermyde, Mayor

ATTEST:

Michael Hemmer, City Clerk

Exhibit A ~ July 13, 2026

Model & Description	Serial No./VIN
2020 Dodge Durango	1C4RDJFG0LC442964

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 USA

ORDINANCE NO. 26-11

**ORDINANCE AMENDING THE CITY OF MORRISON MUNICIPAL CODE
CHAPTER 20, ARTICLE II, FEE SCHEDULE, AND
CHAPTER 56, ARTICLE V, WATER AND WASTEWATER CHARGES,
IMPLEMENTING A UTILITY BILLING STATEMENT PROCESSING FEE**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF MORRISON, ILLINOIS USA

THIS 13th DAY OF JULY 2026

Published in pamphlet form by authority of the Mayor and City Council of the City of Morrison,
this 13th day of July 2026.

ORDINANCE NO. 26-11

ORDINANCE AMENDING THE CITY OF MORRISON MUNICIPAL CODE CHAPTER 20, ARTICLE II, FEE SCHEDULE, AND CHAPTER 56, ARTICLE V, WATER AND WASTEWATER CHARGES, IMPLEMENTING A UTILITY BILLING STATEMENT PROCESSING FEE

WHEREAS, the City Council has authority under Chapter 2, Article VII, Division 1, Section 2-588 of the Morrison City Code to establish fees, license requirements, and charges for other City services, and to incorporate such schedules in Chapter 20, Article II AND Chapter 56, Article V; and

WHEREAS, Chapter 20, Article II, of the Morrison City Code sets forth fee schedules for various licenses, permits, services, and other activities as set forth therein; and

WHEREAS, Chapter 56, Article V, of the Morrison City Code sets forth charges for water and wastewater services; and

WHEREAS, the Council finds that the preparation, printing, handling, and mailing of paper utility billing statements results in administrative and material costs that can be reduced with electronic billing technology. The purpose of this ordinance is to recover a portion of the costs associated with providing paper billing statements to customers who elect not to participate in the City's electronic billing program.

WHEREAS, the Council hereby finds it appropriate and in the best interests of the City and its residents for adoption of a utility billing statement processing fee, as set forth herein.

NOW THEREFORE BE IT ORDAINED by the Council of the City of Morrison, Illinois:

SECTION 1: That Chapter 20, Article II, is hereby amended by establishing the Utility Billing Statement Processing Fee as:

“56-291(6) Utility Billing Statement Processing Fee \$3.00 per billing cycle”

SECTION 2: That Chapter 56, Article V, Section 56-291 is amended with the additional language to read:

“Sec. 56-291. - Basis of use charges

(6) *Utility Billing Statement Processing Fee* – Utility Billing Statement Processing Fee Established. Effective next utility billing cycle hereafter, any utility customer who elects to receive a paper billing statement by U.S. Mail in lieu of electronic billing and electronic notification shall be assessed a Processing Fee in the amount of Three Dollars (\$3.00) per billing cycle, not to exceed Three Dollars (\$3.00) per month.

- a. Application of Fee. The Processing Fee shall be added to and itemized on the customer's utility bill as a separate line item. The fee shall apply to all

utility accounts receiving paper billing statements, regardless of service classification, unless exempted under subsection (b).

- b. Exemptions. The following customers shall be exempt from the Processing Fee:
 - 1. Customers with a documented and verifiable disability requiring receipt of paper communications.
 - 2. Any other exemption designated by resolution of the City Council.
- c. Election of Electronic Billing. Customers may avoid this processing fee by enrolling in the City's electronic billing and notification program in accordance with procedures established by the City Administrator.
- d. Administrative Authority. The City Administrator or his/her designee is authorized to promulgate rules and procedures necessary to implement and administer this Section and fee.”

SECTION 3: The provisions and sections of this Ordinance and the schedule adopted hereby and incorporated herein shall be deemed to be separable, and the invalidity of any portion of this Ordinance or any portion of the schedules attached hereto and incorporated herein shall not affect the validity of the remainder.

SECTION 4: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 5: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 6: This Ordinance shall be in full force and effect as of thirty (30) days after its passage and approval and publication as required by law.

PASSED by the Mayor and Council of the City of Morrison on the 13th day of July 2026.

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	☐	☐	☐	☐

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement ("Agreement") is made on June 12, 2026, Kristen J. Reyes, acting as an Agent under the Durable Power of Attorney of Cecil J. Stralow and as successor Trustee of the Cecil J. Stralow and Dolores A. Stralow Trust ("Seller"), and City of Morrison, an Illinois Municipal Corporation ("Buyer" or "City"):

RECITALS

1. Kristen J. Reyes has been appointed as the Agent of the Durable Power of Attorney of Cecil J. Stralow (see attached Exhibit "A") following the death of Dolores A. Stralow (see attached Exhibit "B"), the initial Agent, and the Durable Power of Attorney of Cecil J. Stralow permits the Agent to sell real property.

2. Kristen J. Reyes is also the successor Trustee of the Cecil J. Stralow and Dolores A. Stralow Trust following the death of Dolores A. Stralow and the determination of incapacity of Cecil J. Stralow.

3. The Cecil J. Stralow and Dolores A. Stralow Trust is the owner, by virtue of a warranty deed (see attached Exhibit "C") of certain property in the City of Morrison and commonly identified by Parcel ID #09-17-158-019.

4. Seller agrees to donate and convey to Buyer and Buyer agrees to accept from Seller, the property commonly identified by Parcel ID #09-17-158-019, consisting of approximately thirty-five hundreds (.35) of an acre, commonly known as, Illinois, and legally described as follows:

See legal description attached hereto as Exhibit "E" ("Subject Premises"),

subject to any and all existing rights-of-way for public highways, utilities and drainage and subject to all existing easements, covenants, restrictions and reservations of record.

5. Seller shall pay 2025 real estate taxes due in 2026.

6. Possession shall be given at closing. Closing shall occur within thirty (30) days of full execution of this Agreement and approval by the City Council of the acceptance of this Agreement.

7. Delivery of the deed and payment of any costs associated with closed due from Seller, at the office of the title company issuing title insurance, or at such other location as may be mutually agreed upon by the parties. Buyer agrees to prepare such documents (including deed) as may be necessary to effectuate transfer and closing, at Buyer's expense. Seller shall be responsible for any outstanding real estate tax liabilities and costs associated with any appraisal sought by it for purposes related to deductibility of any value from the donation.

8. This Agreement is expressly contingent on formal City Council approval within sixty (60) days of execution.

9. With the understanding that Buyer will rely upon this statement, Seller, to the best of its knowledge, hereto certifies that no hazardous material is stored on or otherwise exists within or upon the Subject Premises and there are no underground storage tanks upon, or located within, the Subject Premises. Hazardous material shall mean: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (d) petroleum or petroleum by-products; or (e) any other chemical, material or substance which is (i) regulated or identified as toxic or hazardous or exposure to which is prohibited, limited, or regulated by an Applicable Law, or either (ii) present in amounts in excess of what is permitted or deemed safe under Applicable Law, or (iii) handled, stored or otherwise used in any way which is prohibited or deemed unsafe under Applicable Law. "Applicable Law" shall mean any law, rule, order, ordinance, or regulation of any federal, state, county, regional, local, or other governmental authority.

10. In case of failure of Seller failing perform any of the covenants on its part hereby made and entered into, Seller agrees to reimburse Buyer for all costs and expenses, including reasonable attorneys' fees paid out or expended or incurred by it, in which case, its reasonable outlay for that purpose to obtain compliance with such provision.

11. Any continuing obligations contained herein shall not be merged in the deed.

12. It is mutually agreed that all the covenants and agreements herein shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.

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

14. Access Easement. Buyer acknowledges that there is an existing access point to adjacent parcels located on the Property.

15. Inspections. Buyer may conduct, at Buyer's expense, any desired inspections of the Property. Seller expressly authorizes Buyer, or its agents, to access the property for the purpose of obtaining such inspections.

- i. Buyer shall serve notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which Buyer requests resolution by Seller, together with a

copy of the pertinent pages of the inspection reports within ten (10) calendar days after Buyer's receipt. If within ten (10) business days after notice by Buyer to Seller of items needing resolution, a written agreement is not reached between Seller and Buyer with respect to resolution of all inspection issues, then either Seller or Buyer may terminate this Agreement by serving notice to the other party, whereupon this Agreement shall be null and void.

- ii. Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves notice to Seller within five (5) business days after the Effective Date, this Agreement shall be null and void.

16. Seller acknowledges that the City of Morrison makes no representation as to the value of the property being donated or the tax deductibility of the same. The Parties agree that it is the sole responsibility of Seller to obtain and document any appraised value of the property, at its own expense, and to seek independent advice from a tax professional relating to the legal ability of Seller to deduct or otherwise seek credit for the donation under State or Federal law. The Buyer's sole responsibility is to acknowledge receipt of the donation.

SIGNATURES TO REAL ESTATE CONTRACT

DATED June 12, 2026

Dated: June 12, 2026.

SELLER:

Kristen J. Reyes, Trustee
Cecil J. Stralow and Dolores A. Stralow Trust
Kristen J. Reyes, as trustee

BUYER:

City of Morrison,
an Illinois Municipal Corporation
ATTEST:

This document was drafted by:

Timothy B. Zollinger (attorney for Buyer)
Ward, Murray, Pace & Johnson, P.C.
202 East Fifth Street
P.O. Box 400
Sterling, IL 61081

Tax Billing Address:

City of Morrison
C/O City Administrator
200 W. Main St
Morrison, IL 61270

EXHIBIT "A"

(Durable Power of Attorney of Cecil J. Stralow)

EXHIBIT "B"

(Death Certificate of Dolores A. Stralow)

EXHIBIT "C"

(Warranty Deed)

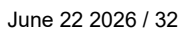
EXHIBIT "D"

(Legal Description)

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW1/4) of Section 17 in Township 21 North (T21N), Range 5 East (R5E) of the Fourth Principal Meridian (4th PM), City of Morrison, Whiteside County, Illinois, bounded and described as follows, to wit:

Beginning at the Southwest corner of Building "C" of High Terrace Condominiums, according to the plat thereof, recorded as M.F. No. 4225-81 in the Office of the Whiteside County Recorder; thence North 89 Degrees 54 Minutes 27 Seconds East, along the South line thereof a distance of 140.11 feet to the Southeast corner of said Building "C"; thence South 00 Degrees 21 Minutes 41 Seconds East, along the West line of Building "H" of said High Terrace Condominiums, according to the plat thereof, recorded as M.F. No. 8799-96 in said Office of the Whiteside County Recorder, a distance of 131.10 feet to the Southwest corner of said Building "H"; thence South 89 Degrees 21 Minutes 36 Seconds West, along the North line of Building "G", of said High Terrace Condominiums, according to the plat thereof, recorded as M.F. No. 9881-94 in said Office of the Whiteside County Recorder, a distance of 99.11 feet to the Westernmost Northwest corner of Said Building "G" and the East line of Jenkin Street in said City of Morrison; thence Northerly, along said East line, being an arc of a curve, concave Southwesterly, having a radius of 60.00 feet and whose chord bears North 35 Degrees 19 Minutes 14 Seconds West, an arc distance of 77.38 feet; thence North 00 Degrees 05 Minutes 57 Seconds West, along said East Line, a distance of 73.13 feet to the Point of Beginning;

Containing 0.383 acres, more or less.



Deerview Condo Association - Snow Removal Expense 2025 - 2026 Season

DATE	AMOUNT
11/5/2025	\$ 3,750.00
1/2/2026	\$ 2,005.00
4/6/2026	\$ 1,200.00
TOTAL	\$ 6,955.00

75% = \$5,216

City of Morrison-Electric municipal Aggregation Mailers

From chris.rockriverenergyservices.com <chris@rockriverenergyservices.com>

Date Tue 6/16/2026 11:21 AM

To Brian Melton <bmelton@morrisonil.org>; Scott Vandermyde <mayor@morrisonil.org>; Mike Hemmer <cityclerk@morrisonil.org>

Cc mike.mudge.rockriverenergyservices.com <mike.mudge@rockriverenergyservices.com>; mary.mudge.rockriverenergyservices.com <mary.mudge@rockriverenergyservices.com>

 4 attachments (180 KB)

City of Morrison_Opt Out_6.4.26.docx; City of Morrison Hourly Letter_6.4.26.docx; City of Morrison Net Metering_6.4.26.docx; City of Morrison OPT IN RES_6.4.26.docx;

Some people who received this message don't often get email from chris@rockriverenergyservices.com. [Learn why this is important](#)

Hello City of Morrison

Attached are drafts of the new electric municipal aggregation program mailers that will be sent out to your community residents and small business owners on July 17th. Please share with those who may be taking getting calls from community members. If there are any further questions, feel free to give out our office number. We are happy to help your residents and provide them with the information they need to make an informed decision.

The opt-out period ends August 7th.

The new rate of 9.99 cents per kwh will begin in September 2026 for a 24-month period ending in September 2028.

Additionally, ComEd will be sending you invoices for the data reports needed for the program implementation. The winning supplier is responsible for those charges, so please send us a copy of each invoice and we will submit to MC2 for payment. The new ComEd rate to compare starting in June 2026 10.516 cents per kWhr for the summer months then 10.305 cents October thru May 2027.

As always, please feel free to give us a call if you have any questions at all. We are always happy to help.

Thank you for your assistance in renewing this program.

Kind Regards,

Chris Larson
Rock River Energy Services
2047 S Illinois Route 2
Oregon, IL 61061
815-732-4603 Office
815-768-2627 Fax

MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN CITY OF MORRISON AND MC SQUARED ENERGY SERVICES LLC TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE CITY'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this 1st day of June 2026 ("Effective Date") between City of Morrison, an Illinois municipal corporation ("Municipality") and MC Squared Energy Services, LLC (MC2) ("Supplier") (each a "Party" and collectively, the "Parties").

RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of or choose to opt in to the Program, as the case may be, throughout the Term of this Agreement at the Price established in this Agreement.

C. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

- a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
- c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.
- d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.
- e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1

RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2

DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.

2.4. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.

2.5. "ComEd" means Commonwealth Edison.

2.6. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.

2.7. "Confidential Information" means the information defined in Section 9 of this Agreement.

2.8. "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide by statute (including the Aggregation Statute), regulation, tariff or contract to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.

2.9. "Data" means the data defined in Section 9 of this Agreement.

2.10. "Electric Utility" means ComEd.

2.11. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law.

2.12. "Energy" means generated electricity.

2.13. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.

2.14. "Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.

2.15. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

2.16. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, Purchase of Receivables and Consolidated Billing (PORCB) charges, taxes applicable only to the Supplier, and any additional necessary services or charges required under Requirements of Law.

2.17. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.

2.18. "ICC" means the Illinois Commerce Commission.

2.19. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.

2.20. "Joint Power Supply Bid" means the bidding process conducted by Rock River on behalf of the Municipality to identify the Supplier.

2.21. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

2.22. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.

2.23. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

2.24. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.

2.25. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.

2.26. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality pursuant to the Aggregation Statute.

2.27. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.

2.28. "Price" means the fixed price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit A to this Agreement.

2.29. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

2.30. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

2.31. "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, and regulations and final decisions of the ICC and Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator or Regional Transmission Organization, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.

2.32. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.

2.33. "RTO: means Regional Transmission Organization.

2.34. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.

2.35. "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.

2.36. "Supplier" means MC Squared Energy Services, LLC (MC2) and the lawful successor, transferee, designee, or assignee thereof.

2.37. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge

plus ComEd's transmission services charge, but does not include ComEd's purchased electricity adjustment.

2.38. "Term" means the period of time defined in Section 5.1 of this Agreement.

2.39 "Municipality" means the City of Morrison.

2.40. "Withdrawing Customer" means a customer defined in Section 4.3.5 of this Agreement.

ARTICLE 3 PROGRAM RESPONSIBILITIES

3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.

3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers relevant to the Program and/or the Services provided pursuant to this Agreement.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO/RTO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and

distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 That all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge.

ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services to Participating Customers as provided in this Section 4.1.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO/RTO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation except as authorized under the terms of the standard terms and conditions appended as Exhibit A. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program, the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and email address to receive Opt Outs. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement.

4.2.1.3 Toll Free Number and Email Address. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain an email address for the use of Eligible Customers to opt out of the Program. The email address must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period.

The Opt-Out Notices must prominently include both the toll-free number and the email. In addition, Supplier will use reasonable commercial efforts to work with the Township to develop website content and FAQ's appropriate for posting on the Township's website. Supplier will be required to support Spanish speaking residents and customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or email.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code § 470.200(a) required information within three business days of the signing of this Agreement.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

4.3.5 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to

withdraw from the Program ("Withdrawing Customer"), the Supplier must, at the direction of the Withdrawing Customer, drop the Withdrawing Customer from the Supplier's Full-Requirements Electricity Supply according to Requirements of Law, which will result in restoring the Withdrawing Customer to Tariffed Service. The Supplier will not assess an early termination fee, but the Withdrawing Customer will be responsible to pay for charges incurred for service prior to the termination.

4.3.6 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and an email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.7 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but some may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.7.1. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RTOUPP – Residential Time-of-Use Pricing Pilot
- Rate RDS – Retail Delivery Service
- Rider POGNM - Parallel Operation of Retail Customer Generating Facilities with Net Metering; and
- Rate BES - Customers with a Utility indicator intended to identify customers currently receiving PIPP or currently or in last 12 months receiving LIHEAP (Low Income Home Energy Assistance Program), the "16-115E Flag" per 220 IL CS 5/16-115E).

4.3.7.2 Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service.
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering

(collectively, the "Special Billing Customers").

4.3.8 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in

this Section 4.3.8, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply to those customers at the Price:

- 4.3.8.1 Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
- 4.3.8.2 Any Eligible Customer that moves into an existing location within the Municipality; and
- 4.3.8.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and
- 4.3.8.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the "New Customers").
- 4.3.8.5 Any Eligible Customer with the 16-115E Flag.

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.2 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000 (annual) kWhs or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff
- Notwithstanding the preceding, any customer defined as "Rate Code B93" indicating a special rate with ComEd will be excluded from Participating Customers.

4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program,

including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 150 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates.
- Network Service Peak Load Contribution (PLC) values and effective start and end dates.
- Meter Bill Group Number.
- Rate Code.

4.7 Upon request of the Municipality, Supplier agrees to implement a second (supplemental) mailing at the Supplier's cost to new residents 12 months after the beginning of a 24-month term agreement, and also a third mailing at 24 months, if a 36-month term is selected. Following the initial opt-out process conducted by the Supplier, each supplemental opt out mailing shall be conducted in the same manner as the initial opt out mailing; provided, however, that no supplemental Opt-Out Notices shall be sent to (i) Participating Customers, (ii) Eligible Customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program, (iii) those residents who have individually selected an electric supplier other than the Supplier, or (iv) Special Billing Customers. The Supplier shall provide Full-Requirements Electricity Supply to such applicable newly Eligible Customers at the same, then-current Price as that applicable to Participating Customers. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.

ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of 24 consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in September 2026 and expires at the end of the last day of the 24th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term").

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have 15 calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:

- 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality's intent to terminate this Agreement.

- 6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.

- 6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable

attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

ARTICLE 7 FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. . Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of any new, or change in the interpretation of any existing applicable law by any judicial or government authority with competent jurisdiction.

- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.
- d. Occurrence of Regulatory Event. **Within ten (10) days** of the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager,

Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9 CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's Confidential Information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.

9.4 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the

Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.4.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.4.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

9.4.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.4.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.5 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10 MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality:
City of Morrison
200 W. Main St.
Morrison, IL 61270
Attention: City Manager

To Supplier:
Charles C. Sutton
President
MC Squared Energy Services, LLC
500 W. Madison St., Suite 1470
Chicago, IL 60661
Fax: (877) 281-1279

With a copy to:
City of Morrison
200 W. Main St.
Morrison, IL 61270
Attention: City Attorney

With a copy to:
MC Squared Energy Services, LLC
Attn: Legal Dept.
6100 Emerald Parkway
Dublin, OH 43016
legalnotices@igs.com

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Entire Agreement. This Agreement and the response to qualifications referenced in 10.3, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.4 Exhibits. Exhibits A and B attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.8 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.9 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Whiteside County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.10 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.11 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.12 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.14 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.15 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.16 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Signed:

DocuSigned by:

Charles C. Sutton

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Printed/Typed Name: Charles C. Sutton

Title: President

Date: 6/1/2026

Municipality: City of Morrison

Signed:

B. R. Melton

Printed/Typed Name: BRIAN R. MELTON

Title: CITY ADMINISTRATOR

Date: 06-01-26

EXHIBIT A:

PRICE

Opt-Out Program:

**Residential and small Commercial
Customer Class**

Price: 9.99 cents per kWh

Term: Twenty-four (24) Months - (September 2026 – September 2028)

Termination Fees:

Residential - \$0

Commercial - \$0

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability

a. with coverage written on an "occurrence" basis with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

b. with coverage written on a "claims made" basis with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "claims made" bases.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: City of Morrison, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured Policy or Policies