

**CITY OF WASHINGTON – WASHINGTON, ILLINOIS  
CITY COUNCIL MONDAY, OCTOBER 17, 2016  
LIBRARY MEETING ROOM  
380 N. WILMOR ROAD – 6:30 P.M.**

**AGENDA**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. REVIEW AGENDA – DELETIONS OR ADDITIONS (DISCUSSION ITEMS ONLY)**
- V. CONSENT AGENDA**
  - A. Approval of minutes of October 3, 2016 regular City Council meeting
  - B. Bills & Payroll
- VI. ANNOUNCEMENTS/AWARDS/PRESENTATIONS/RECOGNITIONS/PROCLAMATIONS**
  - A. Mr. Aaron Phillips: Financial Statements Year Ending April 30, 2016
  - B. Accept & Place on File: Audited Financial Statements, Year Ending April 30, 2016
- VII. AUDIENCE COMMENTS**
- VIII. STANDING COMMITTEES**
  - A. Finance and Personnel – Carol Moss, Chairman
  - B. Public Safety – Brian Butler, Chairman
  - C. Public Works – Jim Gee, Chairman
- IX. MAYOR – GARY W. MANIER**
  - A. Community Opioid Awareness Panel Discussion, October 19<sup>th</sup>
- X. CITY ADMINISTRATOR – JIM CULOTTA**
  - A. Bid Award – Municipal Energy Services

**ORDINANCES**

- A. (Second Reading) Park Boulevard Right-of-Way Vacation
  - B. (First Reading) Amending Personnel Manual regarding Part-time Employee Holiday Pay
  - C. (First Reading) Amending Personnel Manual regarding Personal Protection Equipment
  - D. (First Reading) Authorizing entering into Agreement for purchase and sale of real property, 104 S. High Street (Parking Lot North of Post Office)
  - E. (First Reading) Establishing Compensation for Elected Officials, Effective May 1, 2017 *(request to waive second reading)*
- XI. STAFF REPORTS**
  - A. Expanded Scope of Services: Crawford, Murphy & Tilly, Inc., Water Treatment Plant No. 1 (Andrews)
  - B. Progress Payment #11 – HD Supply, Automated Meter Reading Project (Andrews)
- XII. ALDERMEN'S COMMENTS**
- XIII. ADJOURNMENT**

**CITY OF WASHINGTON, ILLINOIS  
CITY COUNCIL MEETING - MONDAY, OCTOBER 3, 2016  
LIBRARY MEETING ROOM  
380 N. WILMOR ROAD – 6:30 P.M.**

Call to Order	Mayor Manier called the regular meeting of Monday, October 3, 2016 to order at 6:33 p.m. in the Library Meeting Room at Five Points Washington.
Roll Call	Present and answering roll call were Aldermen, Brownfield, Brucks, T. Gee, Moss, Butler, Dingleline, J. Gee, and Moehle.  Also present was City Administrator Jim Culotta, Controller Joanie Baxter, Director of Public Works Ed Andrews, P & D Director Jon Oliphant, Police Chief Ed Papis, Deputy Police Chief Stevens, City Clerk Pat Brown, and members of the press.
Pledge of Allegiance	All present stood for the Pledge of Allegiance.
Agenda Review	The Agenda was reviewed and stood as presented.
Approve Consent Agenda	Alderman Brucks moved and Alderman Brownfield seconded to approve the Consent Agenda as presented. Items included on the Consent Agenda were minutes of the September 19, 2016 regular Council meeting and MSI maintenance support agreement – Harris Computer Systems. On roll call on the motion to approve the vote was: <u>Ayes: 8</u> Moehle, Dingleline, J. Gee, Moss, Butler, T. Gee, Brownfield, Brucks <u>Nays: 0</u> <u>Motion declared carried.</u>
APA-IL Student Project award winner – Square historical preservation project	P & D Director Oliphant shared that Marcia Klopf was a Student Project Award winner at the recent APA-IL Chapter meeting for her work in the recent Square historical preservation project. He shared that she was a terrific person to work with and has a great future in historic preservation. He noted that she was also hired by a private firm in Colorado doing urban and design work just after graduation.
Audience Comments	None.
Standing Committees	Alderman Moss, Finance & Personnel Committee Chairman reported nothing on the agenda. Alderman Butler, Public Safety Committee Chairman reported nothing on the agenda. Alderman J. Gee, Public Works Committee Chairman reported four items on the agenda (Ordinances A & C and Staff Reports B & C).
Mayor's Comments	None.
Sewer Connection Fee Waiver request	City Administrator Culotta shared a recent request from the Washington Park District to waive the sewer connection fee for their proposed restroom facility at LaHood Park. Executive Director Doug Damery shared that they received a lot in interest in doing something after the tornado and the idea of a restroom and storm shelter was formed and would serve as a great feature within the park. He shared that \$131,000 was raised to go towards the project but they have run into some higher than expected costs to get the project done resulting in the waiver request that is before you this evening. Alderman Brucks moved and Alderman J. Gee seconded to waive the sewer connection fee for the restroom facility at LaHood Park. On roll call the vote was: <u>Ayes: 8</u> Dingleline, Moss, Moehle, Brownfield, T. Gee, Butler, J. Gee, Brucks <u>Nays: 0</u> <u>Motion declared carried.</u>
Adopt resl, declaring real estate (301 Lynnhaven) as surplus property	City Administrator Culotta read a resolution, by title and brief synopsis, declaring certain public real estate to be "Surplus Property." Adoption of this resolution would declare 301 Lynnhaven Drive as surplus property and allow for the City of Washington to solicit bids for its purchase. Alderman Dingleline moved and Alderman Moss seconded to adopt the resolution as read. On roll call the vote was: <u>Ayes: 8</u> J. Gee, Brownfield, Butler, Moehle, T. Gee, Brucks, Moss, Dingleline <u>Nays: 0</u> <u>Motion declared carried.</u>
Adopt ord, amending Chapter 152.022 entitled "Sidewalks"	City Administrator Culotta read an ordinance, by title only and brief synopsis, amending the Code of Ordinances of the City of Washington, Illinois by amending Chapter 152.022 entitled "Sidewalks." Adoption of this ordinance would allow for the completion of sidewalk gaps by property owners upon notification by the City of Washington if there is at least 75% lot buildout and/or there has been at least three years since the acceptance of the public infrastructure improvements. This would also establish criteria for determining poor and very poor sidewalks and curbs to utilize as part of the City's cost sharing policy and incorporates the existing policy into the City's Code of Ordinances as well. Alderman Brownfield moved and Alderman Dingleline seconded to adopt the ordinance as read. On roll call the vote was: <u>Ayes: 8</u> Moehle, Moss, J. Gee, Butler, Brucks, T. Gee, Dingleline, Brownfield <u>Nays: 0</u> <u>Motion declared carried.</u>
Adopt ord, authrz agreement w/Tazewell County for animal & rabies control services	City Administrator Culotta read an ordinance, by title only and brief synopsis, authorizing the Mayor and City Clerk of the City of Washington, Tazewell County, Illinois, to enter into an Intergovernmental Agreement between the City of Washington and County of Tazewell for animal and rabies control services. Adoption of this ordinance would authorize the approval and execution of an Intergovernmental Agreement with Tazewell County, Illinois pertaining to

animal and rabies control services. Among other things, the agreement will authorize the annual payment of \$13,359.96 to Tazewell County for animal and rabies control services. Alderman Dingleline moved and Alderman Brucks seconded to adopt the ordinance as read. On roll call the vote was:

Ayes: 8 T. Gee, Moehle, Brownfield, Butler, Moss, J. Gee, Brucks, Dingleline

Nays: 0

Motion declared carried.

Adopt ord, authrz agreement w/Tazewell County for animal & rabies control services, Cont.)

City Administrator Culotta provided first reading of the following ordinances, by title and brief synopsis: an ordinance providing for the vacation of Park Boulevard lying adjacent to and south of Lots 1-17 in George A Heyl's 1st Addition located in the City of Washington, Illinois. Adoption of this ordinance would vacate the Park Boulevard right-of-way. The Park Boulevard right-of-way was platted as part of the George A Heyl's 1st Addition residential subdivision which was never developed. The Washington Park District owns property to the north of the right-of-way and School District 52 owns property to the south. This ordinance will be listed on the October 17<sup>th</sup> meeting agenda for action.

1<sup>st</sup> reading ords, ROW vacation, Park Boulevard

Executive Director of Operations, Mr. Roger Traver provided a brief September Fire Department report noting that 132 calls were received bringing them to a total of 982 calls for the year. He noted that the total is up 46 calls from last year. He shared that they are continuing to work on the building's maintenance issues as well. He reminded everyone of the upcoming open house at the Fire Department that is scheduled for October 10<sup>th</sup> through the 14<sup>th</sup>, noting that they will be sponsoring a fund raiser for TAPS as part of the open house this year. Alderman J. Gee asked what is typically found when responding to a carbon monoxide (CO) call and Mr. Traver shared that if they get a reading on the meter they call Ameren as they will come out with a more sensitive meter and pinpoint whether there is an issue. Mayor Manier asked Mr. Traver to explain the departments 2<sup>nd</sup> and 3<sup>rd</sup> calls and Mr. Traver shared that he has been keeping track of these because of the increased call load. He shared that they have a 24/7 duty crew where there are at least two paramedics on staff. He shared that during the day they have a couple of paramedic staff so are able to handle a lot of the 2<sup>nd</sup> and 3<sup>rd</sup> calls but in the evening they page volunteers for more EMT's to run the 2<sup>nd</sup> or 3<sup>rd</sup> calls, and that's where we run into our mutual aid calls. He shared that they are keeping track to see if they need to tweak staffing in future.

Fire Dept September Report

Police Chief Papis provided an update in regards to the Tazewell County Consolidation Committee's request to the City of Washington regarding their position on single agency consolidated dispatch. The following was shared in a written report that provided the following in regards to both the upside and downside of a single agency dispatch: Upside – 1) we do not have to provide day to day management; 2) consistent communications should move us to efficient interoperability; 3) additional usable space in the police building; 4) better survivability and disaster response based on single communication standards; 5) is a more efficient dispatch model than having a county PSAP route 911 information to us after getting the 911 call elsewhere (911 calls would not come here); and 6) will not have to fund (only CAD & RMS) thus able to split costs with other agencies. Downside – 1) less control in day to day operations and must adjust to county-wide standards; 2) will not save money; 3) affects employees (if we buy in early we can advocate for our employees); and 4) use of dispatch center in station for walk-in service, either provide it or eliminate it.

911 Consolidation Update and support of a single agency consolidated dispatch

Deputy Chief Stevens shared that a single agency dispatch will put all county agencies under a single communication standard run by an outside agency (likely a non-profit with Washington as a contributing entity). He shared that other entities/communities that are involved are looking for Washington's commitment in the forming of a single agency dispatch. A discussion ensued on the brief history of the unfunded mandate to consolidate; why two centers are needed under the single agency in order to accommodate redundant capabilities; why the current Tazcom model is being looked at as an option; the short timetable on a project this size (up and running July 2019); and what the next steps are in moving this forward. Police Chief Papis applauded Deputy Chief Stevens for his hard work and understanding of the unfunded mandate sharing that there is a lot to be worked out. Alderman Brucks shared that we have a financial investment in our own new dispatch center and would there be anything that we could transfer and Deputy Chief Stevens replied that it would not be usable to move to a new center and the cost will be in the millions of dollars to equip the new centers. Alderman Brucks moved and J. Gee seconded that the City of Washington supports the single agency consolidation for 911 systems in the future. On roll call the vote was:

Ayes: 8 Moss, Dingleline, Moehle, Brownfield, T. Gee, Butler, J. Gee, Brucks

Nays: 0

Motion declared carried.

Public Works Director Andrews requested Council authorization to make progress payment #10 to HD Supply Waterworks in the amount of \$169,087.85. Alderman Dingleline moved and Alderman Moehle seconded to authorize the request as presented. On roll call the vote was:

Ayes: 8 Brownfield, T. Gee, Butler, J. Gee, Brucks, Moss, Moehle, Dingleline

Nays: 0

Motion declared carried.

Authrz progress payment #10, HD Supply, AMR

Public Works Director Andrews requested Council authorization to make progress payment #1 to River City Construction in the amount of \$556,852.00. Alderman J. Gee moved and Alderman Moss seconded to authorize the request as presented. On roll call the vote was:

Ayes: 8 Butler, Brownfield, Moehle, T. Gee, Dingleline, Brucks, Moss, J. Gee

Nays: 0

Motion declared carried.

Authrz progress payment #1, River City Const., STP #2 Phase 2A

None.

Alderman's Comments

Executive Session

At 7:15 p.m. Alderman Dingleline moved and Alderman Butler seconded to move into Executive Session for the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired per 5 ILCS 120/2(c)(5) and for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body per 5 ILCS 120/2(c)(1) of the Illinois Open Meetings Act. On roll call the vote was:

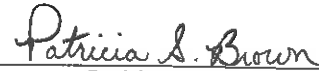
Ayes: 8 Mochle, Moss, Brucks, J. Gee, Brownfield, T. Gee, Butler, Dingleline

Nays: 0

Motion declared carried.

Adjournment

At 8:14 p.m. the Council reconvened in regular session and Alderman Brownfield moved and Alderman Moss seconded to adjourn. Motion carried unanimously by voice vote.



Patricia S. Brown, City Clerk

**CITY COUNCIL MEETING****October 17, 2016****GRAND TOTAL**

General	\$	739,544.19
Police Dept. Special Projects	\$	926.88
Cemetery	\$	4,521.84
ESDA	\$	412.50
Audit	\$	0.00
Liability Insurance	\$	0.00
MFT	\$	2,676.00
IMRF	\$	30,922.05
Social Security / Medicare	\$	25,450.20
TIF #2	\$	40,435.99
Storm Water Management	\$	2,500.00
Cruger Rd. Debt Service	\$	0.00
WACC Debt Service	\$	0.00
S. Cummings Debt Service	\$	0.00
Washington 223 Debt Service	\$	379.33
Washington 223 Development	\$	0.00
STP2 Expansion, Phase 2A	\$	0.00
STP2 Expansion, Phase 2B	\$	0.00
Mallard Crossing Debt Serv.	\$	0.00
Beverly Manor Safe Rtes.	\$	0.00
Recreation Trail Extension	\$	25,674.92
Tomado Recovery	\$	0.00
Tornado Impacted Roadway Fund	\$	0.00
Water	\$	551,461.26
Sewer Operations/Maint	\$	174,362.19
MERF	\$	105,426.92
Employee Benefit	\$	6,858.79
Sewer Bond Princ. & Int. 1997	\$	0.00
Sewer Bond Princ. & Int. 2009	\$	0.00
Sewer Bond Reserve	\$	0.00
Sewer Bond Depreciation	\$	0.00
Police Pension	\$	47,319.91
Payroll Clearing	\$	0.00
	\$	1,758,872.97

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BIG R      BIG R STORES

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CITY OF WASHINGTON  
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INVOICES DUE ON/BEFORE 10/17/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
BIG R BIG R STORES								
3318	09/09/16	01	RATCHET TIE DOWNS	100036501500	00041544		10/17/16	14.99
		02	ADAPTER	100036501500	00041544			6.99
						INVOICE TOTAL:		21.98
3326	09/14/16	01	MORTAR BUCKET	100036501500	00041532		10/17/16	10.99
						INVOICE TOTAL:		10.99
3333	09/19/16	01	WHEEL CLEANER	502006108000	00041509		10/17/16	5.99
		02	HOSE	100036502000	00041509			82.99
						INVOICE TOTAL:		88.98
3342	09/26/16	01	GARBAGE BAGS	501006501500	00041507		10/17/16	29.98
		02	LIGHT BULBS	501006501500	00041507			4.99
						INVOICE TOTAL:		34.97
3345	09/27/16	01	WINDOW SCREEN	500006501500	00041613		10/17/16	12.99
		02	CLAMP, SCREWS, ALUMINUM STOCK	100036501500	00041613			57.43
						INVOICE TOTAL:		70.42
3352	09/30/16	01	CLEANING SUPPLIES	100036501500	00041612		10/17/16	13.96
						INVOICE TOTAL:		13.96
						VENDOR TOTAL:		241.30
BRECKLIN BRECKLIN'S SERVICENTER								
74779	09/13/16	01	PULL PUMP - ROLLING MEADOWS	501005109000	00041516		10/17/16	125.00
						INVOICE TOTAL:		125.00
						VENDOR TOTAL:		125.00
BRENNTAG BRENNTAG MID-SOUTH INC.								
BMS467947	09/16/16	01	RETURNED CONTAINER	500006503500			10/17/16	-750.00
						INVOICE TOTAL:		-750.00
BMS467970	09/15/16	01	CHLORINE - 1 TON CYL.	500006503500	00040713		10/17/16	474.00

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BRENNTAG BRENNTAG MID-SOUTH INC.								
BMS467970	09/15/16	02	CONTAINER DEPOSIT / SURCHARGES	500006503500	00040713		10/17/16	820.00
						INVOICE TOTAL:		1,294.00
						VENDOR TOTAL:		544.00
CAT FIN CATERPILLAR FINANCIAL SERVICES								
OCT 2016	10/13/16	01	LEASE OF BACKHOES	502005902000			10/17/16	1,403.86
						INVOICE TOTAL:		1,403.86
						VENDOR TOTAL:		1,403.86
CIERT CENTRAL ILLINOIS EMERGENCY								
2017 ANNUAL DUES	09/20/16	01	CIERT 2017 ANNUAL DUES	100045601000	00041482		10/17/16	150.00
						INVOICE TOTAL:		150.00
						VENDOR TOTAL:		150.00
CLIFTON CLIFTON LARSON ALLEN								
OCT 2016	10/13/16	01	NETWORK SUPPORT - AUG 2016	100015303000			10/17/16	506.80
		02	NETWORK SUPPORT - AUG 2016	100035303000				280.00
		03	NETWORK SUPPORT - AUG 2016	100045303000				920.00
		04	NETWORK SUPPORT - AUG 2016	500005303000				600.85
		05	NETWORK SUPPORT - AUG 2016	501005303000				430.85
						INVOICE TOTAL:		2,738.50
						VENDOR TOTAL:		2,738.50
CLOUDPOI CLOUDPOINT GEOGRAPHICS								
1731	09/30/16	01	GIS SIGN REPL/PAVEMENT MARKING	100035304000	00041468		10/17/16	570.00
		02	GIS MAPPING SERVICES	100065304000	00041468			2,445.00
		03	GIS WATER MODELING SERVICES	500005304000	00041468			680.00
		04	GIS CMOM SEWER SERVICES	501005304000	00041468			630.00
						INVOICE TOTAL:		4,325.00
						VENDOR TOTAL:		4,325.00

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CRAW MUR CRAWFORD, MURPHY & TILLY, INC								
110544	09/09/16	01	WATER METER UPGRADE-CONSULTING	500008003100	00039360		10/17/16	1,317.50
							INVOICE TOTAL:	1,317.50
110545	09/09/16	01	WATER PLANT EVALUATIONS ENG.	500008003100	00039487		10/17/16	7,886.25
							INVOICE TOTAL:	7,886.25
							VENDOR TOTAL:	9,203.75
DAVIS CA DAVIS & CAMPBELL LLC								
85756	09/19/16	01	AUGUST LEGAL FEES	100015302000			10/17/16	138.75
		02	AUGUST LEGAL FEES	100035302000				187.10
		03	AUGUST LEGAL FEES	100065302000				805.98
		04	AUGUST LEGAL FEES	100065302000				3,358.65
		05	AUGUST LEGAL FEES	208005302000				2,072.50
		06	AUGUST LEGAL FEES	500005302000				230.28
		07	AUGUST LEGAL FEES	501005302000				215.89
		08	AUGUST LEGAL FEES	503005302000				398.75
							INVOICE TOTAL:	7,407.90
							VENDOR TOTAL:	7,407.90
DELTA GL DELTA GLOVES								
INV149024	09/20/16	01	BLACK MAGIC DISP GLOVES	100046501500	00041479		10/17/16	372.56
							INVOICE TOTAL:	372.56
							VENDOR TOTAL:	372.56
DOVE EQU DOVE EQUIPMENT								
536910	09/16/16	01	PAINT MACHINE REPAIRS	100035101500	00041534		10/17/16	221.50
							INVOICE TOTAL:	221.50
							VENDOR TOTAL:	221.50
ELM CONS ELM CONSULTING, LLC								
1011594	09/30/16	01	PHASE I ENVIRON. - GROSS LOT	208005301500	00041621		10/17/16	2,500.00
							INVOICE TOTAL:	2,500.00
							VENDOR TOTAL:	2,500.00

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EP TIRE EAST PEORIA TIRE & VULCAN. CO.								
19184	09/06/16	01	REAR TIRES LIN13	502006108000	00041555	L-13	10/17/16	2,076.00
							INVOICE TOTAL:	2,076.00
19479	09/07/16	01	TIRES IDA10	502006108000	00041556	I-10	10/17/16	537.20
							INVOICE TOTAL:	537.20
19918	09/19/16	01	TIRES & MOUNT MOW2	502006108000	00041562	M-2	10/17/16	229.80
							INVOICE TOTAL:	229.80
20341	09/27/16	01	TIRE - STR MOW TRAILER	502006108000	00041566		10/17/16	150.75
							INVOICE TOTAL:	150.75
							VENDOR TOTAL:	2,993.75
FASTENAL FASTENAL								
ILWAS17703	09/20/16	01	BRAKE CLEANER	502006108000			10/17/16	30.96
							INVOICE TOTAL:	30.96
ILWAS17728	09/13/16	01	ZIP TIES - SQ BANNER	100036501500	00041529		10/17/16	2.24
							INVOICE TOTAL:	2.24
ILWAS17770	09/16/16	01	NUTS/BOLT - REFLECTORS	100036501500	00041533		10/17/16	4.00
							INVOICE TOTAL:	4.00
ILWAS17984	10/07/16	01	MILWAUKEE SAW KIT	501006502000	00041596		10/17/16	371.00
		02	MILWAUKEE SAW KIT	500006502000	00041596			370.99
							INVOICE TOTAL:	741.99
							VENDOR TOTAL:	779.19
FIVE STA FIVE STAR VENDING								
88341	10/04/16	01	BOTTLED WATER	501006501500			10/17/16	15.85
							INVOICE TOTAL:	15.85
88443	10/06/16	01	WATER COOLER RENTAL	501005902000			10/17/16	8.25
							INVOICE TOTAL:	8.25
							VENDOR TOTAL:	24.10



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FLEMING FLEMING & UMLAND LAW OFFICES								
30407	10/07/16	01	LEGAL FEES-IMPOUND	140015302000	00041607		10/17/16	357.76
							INVOICE TOTAL:	357.76
							VENDOR TOTAL:	357.76
FLINT TR FLINT TRADING								
203022	09/30/16	01	IGNITOR - STR DEPT TORCH	100036101500	00041568		10/17/16	130.71
							INVOICE TOTAL:	130.71
203199	10/05/16	01	6" WHITE LINE	100036103500	00041610		10/17/16	526.54
							INVOICE TOTAL:	526.54
							VENDOR TOTAL:	657.25
FOREMO I FOREMOST INDUSTRIAL TECH.								
0072399	09/23/16	01	BLOWER #3 - SERVICE/REBUILD	501005109000	00041506		10/17/16	3,120.54
							INVOICE TOTAL:	3,120.54
0072435	09/29/16	01	RETAPED TREADS ON HSP#2 - WTP2	500005109000	00041322		10/17/16	165.00
							INVOICE TOTAL:	165.00
							VENDOR TOTAL:	3,285.54
FRITCH H FRITCH HEATING/COOLING INC.								
426080	09/21/16	01	TROUBLESHOOT AIR HANDLER WTP2	500005109000	00041500		10/14/16	215.75
							INVOICE TOTAL:	215.75
							VENDOR TOTAL:	215.75
G&K SERV G & K SERVICES INC - PEORIA								
OCT 2016	10/12/16	01	UNIFORM, TOWELS, MAT SERVICE	100024701000			10/17/16	23.32
		02	UNIFORM, TOWELS, MAT SERVICE	100026101000				42.32
		03	UNIFORM, TOWELS, MAT SERVICE	100034701000				270.01
		04	UNIFORM, TOWELS, MAT SERVICE	100036101000				338.54

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
G&K SERV G & K SERVICES INC - PEORIA								
OCT 2016	10/12/16	05	UNIFORM, TOWELS, MAT SERVICE	100046101000			10/17/16	42.32
		06	UNIFORM, TOWELS, MAT SERVICE	500004701000				166.29
		07	UNIFORM, TOWELS, MAT SERVICE	500006101000				169.27
		08	UNIFORM, TOWELS, MAT SERVICE	501004701000				95.29
		09	UNIFORM, TOWELS, MAT SERVICE	501006101000				169.27
		10	UNIFORM, TOWELS, MAT SERVICE	502004701000				112.55
							INVOICE TOTAL:	1,429.18
							VENDOR TOTAL:	1,429.18
GALETON GALETON								
1370150-00	10/06/16	01	GLOVES, OVERALLS	501006501800	00041609		10/17/16	161.55
							INVOICE TOTAL:	161.55
							VENDOR TOTAL:	161.55
GARBER GARBER HEATING & AIR INC.								
102421	08/30/16	01	REPAIR CITY HALL FURNANCE	100025101000			10/17/16	147.00
							INVOICE TOTAL:	147.00
							VENDOR TOTAL:	147.00
GENERAL GENERAL PUMP AND MACHINERY								
P-162226435	09/28/16	01	CHLORINE BOOSTER PUMP - WTP2	500008001500	00041311		10/17/16	2,059.33
							INVOICE TOTAL:	2,059.33
							VENDOR TOTAL:	2,059.33
GLASS AM GLASS AMERICA LLC								
0140254615	09/27/16	01	WINDSHIELD - IDA10	502006108000	00041569	I-10	10/17/16	374.06
							INVOICE TOTAL:	374.06
IO14225467	09/13/16	01	WINDSHIELD IDA3	502006108000	00041517	I-3	10/17/16	594.17
							INVOICE TOTAL:	594.17
							VENDOR TOTAL:	968.23

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
GRAINGER GRAINGER								
9243769354	10/05/16	01	RUBBER SKIMMER PAD	501006109000	00041608		10/17/16	177.25
							INVOICE TOTAL:	177.25
							VENDOR TOTAL:	177.25
GT SERVI GT SERVICES INC								
15978	10/04/16	01	TEMP NO PARKING SIGNS	100045502500	00041485		10/17/16	94.50
							INVOICE TOTAL:	94.50
							VENDOR TOTAL:	94.50
HACH COM HACH COMPANY								
10098411	09/08/16	01	LAB SUPPLIES	501006504000	00041547		10/17/16	160.98
							INVOICE TOTAL:	160.98
10101093	09/09/16	01	LAB SUPPLIES	501006504000	00041547		10/17/16	52.45
							INVOICE TOTAL:	52.45
10107232	09/14/16	01	LAB SUPPLIES	501006504000	00041547		10/17/16	76.59
							INVOICE TOTAL:	76.59
							VENDOR TOTAL:	290.02
HANSON I HANSON INDUSTRIAL - PEORIA INC								
0914-22749	09/14/16	01	REPAIR PRESSURE WASHER	501005101500	00041523		10/17/16	385.18
							INVOICE TOTAL:	385.18
							VENDOR TOTAL:	385.18
HD SUPPL HD SUPPLY WATERWORKS LTD								
G102256	09/09/16	01	PVC PIPE / ELBOW-ZINSER & WOOD	100036109900	00041541		10/17/16	14.08
							INVOICE TOTAL:	14.08
G157810	09/21/16	01	HYDRANT/FITTINGS - CRESTVIEW	500008003000	00041515		10/17/16	2,157.85
							INVOICE TOTAL:	2,157.85

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HD SUPPL HD SUPPLY WATERWORKS LTD								
G194915	09/28/16	01	PIPE, FERNCO, LUBE	501006109000	00041561		10/17/16	1,238.08
						INVOICE TOTAL:		1,238.08
G218539	10/03/16	01	RETURNED SEWER PIPE - MAIN STR	501006109000			10/17/16	-642.60
						INVOICE TOTAL:		-642.60
G223204	10/05/16	01	METERS	500008005000	00041495		10/17/16	3,840.00
		02	STRAIGHT CONNECTIONS	500008005000	00041495			931.50
						INVOICE TOTAL:		4,771.50
G228847	10/05/16	01	HYDRANT REPAIR KIT	500006109000	00041618		10/17/16	206.67
						INVOICE TOTAL:		206.67
						VENDOR TOTAL:		7,745.58
HEART TE HEART TECHNOLOGIES, INC.								
74321	09/20/16	01	INTERTEL PHONE MTNCE. - C.H.	100025101500	00040566		10/17/16	191.00
		02	INTERTEL PHONE MTNCE. - P.D.	100045101500	00040566			191.00
						INVOICE TOTAL:		382.00
						VENDOR TOTAL:		382.00
HINSHAW HINSHAW & CULBERTSON LLP								
11616456	09/15/16	01	LEGAL FEES - POLICE DEPT	100045302000			10/17/16	286.17
						INVOICE TOTAL:		286.17
						VENDOR TOTAL:		286.17
HOERR CO HOERR CONSTRUCTION								
116-708	09/20/16	01	DIRECT. BORE-KERN & HILLCREST	500005109000	00041491		10/17/16	5,000.00
						INVOICE TOTAL:		5,000.00
						VENDOR TOTAL:		5,000.00
HOWARD HABECKER & MORRIS								

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HOWARD HABECKER & MORRIS								
123	10/04/16	01	LEGAL FEES-ORDINANCES	100045302000	00041590		10/17/16	1,419.80
							INVOICE TOTAL:	1,419.80
							VENDOR TOTAL:	1,419.80
HUTCH EN HUTCHISON ENGINEERING, INC.								
3976.00 - 4	10/06/16	01	CRUGER RD REC. TRAIL EXT. ENG.	421008003100	00039485		10/17/16	6,150.33
							INVOICE TOTAL:	6,150.33
4020.00 - 2	09/21/16	01	BUS. 24 REC. TRAIL CONSTR. ENG	421008002100	00041472		10/17/16	19,524.59
							INVOICE TOTAL:	19,524.59
							VENDOR TOTAL:	25,674.92
ILL FIRE ILLINOIS FIRE & POLICE								
OCT 2016	10/01/16	01	ANNUAL MEMBERSHIP DUES	100049109300	00041623		10/17/16	375.00
							INVOICE TOTAL:	375.00
							VENDOR TOTAL:	375.00
INTERSTA INTERSTATE BATTERY SYSTEM								
450171	09/30/16	01	D BATTERIES FOR BARRICADES	100036501500	00041600		10/17/16	34.65
							INVOICE TOTAL:	34.65
50009365	09/07/16	01	BATTERIES	100036501500	00041538		10/17/16	55.73
							INVOICE TOTAL:	55.73
50009402	09/08/16	01	BARRICADE BATTERIES & SHOP	100036501500	00041543		10/17/16	46.20
							INVOICE TOTAL:	46.20
							VENDOR TOTAL:	136.58
IWIRC IWIRC								
209107	08/15/16	01	DRUG SCREENING - SIMPSON	100049109000	00041493		10/17/16	40.00
							INVOICE TOTAL:	40.00
							VENDOR TOTAL:	40.00

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KIMPLING KIMPLING, INC.								
158167	08/23/16	01	FLIERS	100016101500	00041295		10/17/16	8.99
		02	POTTING SOIL	100026502500	00041295			15.99
							INVOICE TOTAL:	24.98
158210	08/24/16	01	BUG SPRAY	501006501800	00041360		10/17/16	31.45
							INVOICE TOTAL:	31.45
158240	08/25/16	01	FURNACE FILTERS - LEGION	100036101000	00041357		10/17/16	25.98
		02	BOLTS	100036501500	00041357			0.58
							INVOICE TOTAL:	26.56
158322	08/29/16	01	DUST MOPHEAD - LEGION ROAD	100036501500	00041340		10/17/16	9.99
		02	DUST MOP KIT - LEGION ROAD	100036502000	00041340			35.99
							INVOICE TOTAL:	45.98
158464	09/01/16	01	RUBBER WASHERS-CEM TRASH PUMP	200006101500	00041335		10/17/16	7.60
							INVOICE TOTAL:	7.60
158492	09/02/16	01	PADLOCK - SALT PIT DOOR WTP2	500006501500	00041310		10/17/16	14.99
		02	KEYS - HOLLAND APT BUILDING	500006501500	00041310			5.67
							INVOICE TOTAL:	20.66
158579	09/06/16	01	SHOVEL	100036502000	00041450		10/17/16	23.98
							INVOICE TOTAL:	23.98
158609	09/07/16	01	HORNET SPRAY - STOCK	500006501500	00041549		10/17/16	9.98
		02	HORNET SPRAY - STOCK	501006501500	00041549			9.98
							INVOICE TOTAL:	19.96
158626	09/08/16	01	OUTLET/COVER - WTP1 CHEM PUMP	500006101000	00041499		10/17/16	35.98
							INVOICE TOTAL:	35.98
158642	09/08/16	01	TARP STRAPS	100036501500	00041542		10/17/16	17.52
							INVOICE TOTAL:	17.52

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KIMPLING KIMPLING, INC.								
158725	09/12/16	01	PAINING SUPPLIES	100036501500	00041527		10/17/16	18.96
						INVOICE TOTAL:		18.96
158772	09/13/16	01	WINDSHIELD FLUID	502006108000	00041498		10/17/16	4.59
		02	FLOOR CLEANER	500006501500	00041498			12.99
		03	ROUND-UP, BUG SPRAY	500006501500	00041498			59.97
						INVOICE TOTAL:		77.55
158802	09/14/16	01	GUTTER EXTENSIONS / SCREWS	100036101000	00041531		10/17/16	12.89
						INVOICE TOTAL:		12.89
158809	09/14/16	01	HARDWARE / ANCHORS	500006501500	00041501		10/17/16	4.91
						INVOICE TOTAL:		4.91
						VENDOR TOTAL:		368.98
KONICA L KONICA MINOLTA PREMIER FINANCE								
315172387	10/14/16	01	KONICA MINOLTA LEASES AT PD	100045902000	00039849		10/14/16	316.00
		02	KONICA MINOLTA C454 LEASE	100015902000	00039862			252.00
		03	KONICA MINOLTA C454 LEASE	500005902000	00039862			31.50
		04	KONICA MINOLTA C454 LEASE	501005902000	00039862			31.50
						INVOICE TOTAL:		631.00
						VENDOR TOTAL:		631.00
LEFLEUR LEFLEUR FLOWER SHOP								
005500	09/16/16	01	FLOWER DELIVERY - WESTERFIELD	100019109000	00041464		10/17/16	55.00
		02	FUNERAL PAT BROWN BROTHER	100019109000	00041469			55.00
						INVOICE TOTAL:		110.00
005591	09/21/16	01	PLANT FOR FRANK PARROD	100039109000	00041481		10/17/16	55.00
						INVOICE TOTAL:		55.00
						VENDOR TOTAL:		165.00
LEMAN PR LEMAN PRECAST CONCRETE INC.								

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LEMAN PR LEMAN PRECAST CONCRETE INC.								
00044972	09/06/16	01	RISER RINGS - STOCK	500006109000	00041548		10/17/16	164.00
		02	RISER RINGS - STOCK	501006109000	00041548			164.00
						INVOICE TOTAL:		328.00
00045014	09/08/16	01	PARK BLOCK WATERWAY - RISER	100036109900	00041624		10/17/16	800.00
						INVOICE TOTAL:		800.00
						VENDOR TOTAL:		1,128.00
LETAC LAW ENFORCEMENT TRAINING								
2016-1714	10/06/16	01	TRAINING-DEPUTY CHIEF	100045601500	00041475		10/17/16	99.00
						INVOICE TOTAL:		99.00
						VENDOR TOTAL:		99.00
LOWERY S LOWERY SAND & GRAVEL								
8815	09/30/16	01	SAND FOR DRYING BEDS	501006109000	00041536		10/17/16	105.30
		02	BROWN ROCK - CEMETERY ROAD	200006107000	00041525			54.68
						INVOICE TOTAL:		159.98
						VENDOR TOTAL:		159.98
MANGOLD MANGOLD FORD-MERCURY								
73021	09/08/16	01	INJECTOR CLEAN IDA6	502005108000	00041550	I-6	10/17/16	734.68
						INVOICE TOTAL:		734.68
						VENDOR TOTAL:		734.68
MAP AUTO MAP AUTOMOTIVE WAREHOUSE								
60-098154	09/28/16	01	FILTER ASSEMBLY - IDA UNITS	502006108000	00041572	IDA	10/17/16	89.64
						INVOICE TOTAL:		89.64
						VENDOR TOTAL:		89.64
MARTIN S MARTIN SULLIVAN, INC.								

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MARTIN S MARTIN SULLIVAN, INC.								
580938	08/26/16	01	BLADES MOW2	502006108000	00041359	M-2	10/17/16	79.41
							INVOICE TOTAL:	79.41
581958	08/29/16	01	V-BELT MOW2	502006108000	00041341	M-2	10/17/16	127.61
							INVOICE TOTAL:	127.61
586763	09/07/16	01	BLADES MOW1	502006108000	00041551	M-1	10/17/16	146.09
							INVOICE TOTAL:	146.09
							VENDOR TOTAL:	353.11
MAURER-S MAURER-STUTZ, INC.								
34699	09/30/16	01	ROADWAY IMPR. ENG.-TORNADO	206008004100	00037436		10/17/16	2,676.00
							INVOICE TOTAL:	2,676.00
							VENDOR TOTAL:	2,676.00
MCB MORTON COMMUNITY BANK								
OCT 2016	10/13/16	01	IL BIKE SUMMIT - PARKING	100065601500			10/17/16	6.00
		02	DCEO TRAINING MEAL - OLIPHANT	100055601500				14.98
		03	DCEO TRAINING PARKING-OLIPHANT	100055601500				5.00
		04	ILAPA CONF. PARKING - OLIPHANT	100065601500				7.25
		05	ILAPA CONF. MEAL - OLIPHANT	100065601500				15.08
		06	ILAPA CONF. PARKING - OLIPHANT	100065601500				6.62
		07	ILAPA CONF. MEAL - OLIPHANT	100065601500				7.80
		08	ILAPA CONF. MEAL - OLIPHANT	100065601500				14.40
		09	ILAPA CONF. PARKING - OLIPHANT	100065601500				7.71
		10	ILAPA CONF. MEAL - OLIPHANT	100065601500				9.80
		11	ILAPA CONF. MEAL - OLIPHANT	100065601500				1.85
		12	ILAPA CONF. PARKING - OLIPHANT	100065601500				5.96
		13	SHIPPED CAMEREA BACK - W/S	500005501000				40.76
		14	SHIPPED CAMEREA BACK - W/S	501005501000				40.75
		15	SHAREFILE QRTLY SUBSCRIPTIONS	600009109000	00041127			97.04
		16	WHITE BOARDS-PROMO ITEMS	100049109000	00041303			316.70

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MCB MORTON COMMUNITY BANK								
OCT 2016	10/13/16	17	PENS FOR HEALTH FAIR	503009109100	00041484		10/17/16	96.25
		18	PENS FOR MAYOR TO GIVE AWAY	100019109000	00041484			96.25
		19	IL APA CONFERENCE REGISTRATION	100065601500	00041456			375.00
		20	IEZA FALL CONFERENCE OLIPHANT	100055601500	00041466			180.00
		21	LODGING - IL APA CONFERENCE	100065601500	00041457			466.01
		22	VALVE POSITION INDICATOR -WTR	500006109000	00040779			160.29
		23	MAGNETIC VEHICLE TRAFF COUNTER	100036502000	00041577			499.97
		24	F PUMP PARTS - WTP1	500006109000	00041503			100.00
		25	IML CONFERENCE - MANIER	100015601500	00041503			360.00
		26	MANIER EXPENSE	100019109000	00041503			58.40
		27	IML CONFERENCE - MEAL	100015601500	00041503			15.15
		28	IML CONFERENCE - PARKING	100015601500	00041503			28.00
							INVOICE TOTAL:	3,033.02
							VENDOR TOTAL:	3,033.02
MENARDS MENARDS								
323727316069911	09/29/16	01	PAINTING SUPPLIES / PAINT	500006501500	00041614		10/17/16	86.77
							INVOICE TOTAL:	86.77
							VENDOR TOTAL:	86.77
MES MES								
IN1068665	09/29/16	01	FY2017 UNIFORM ALLOWANCE	100044701000	00040702		10/17/16	67.27
							INVOICE TOTAL:	67.27
							VENDOR TOTAL:	67.27
MIDWES C MIDWEST CONSTRUCTION INC.								
1600653	08/18/16	01	SIGNS	100036109900	00041382		10/17/16	173.04
							INVOICE TOTAL:	173.04
1600655	08/19/16	01	STREET SIGNS FY 2016-17	100036109900	00040714		10/17/16	3,325.93
							INVOICE TOTAL:	3,325.93

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MIDWES C MIDWEST CONSTRUCTION INC.								
1600656	08/19/16	01	STREET SIGNS FY 2016-17	100036109900	00040714		10/17/16	11,596.45
							INVOICE TOTAL:	11,596.45
1600657	08/19/16	01	STREET SIGNS FY 2016-17	100036109900	00040714		10/17/16	796.50
							INVOICE TOTAL:	796.50
1600694	08/31/16	01	STREET SIGNS FY 2016-17	100036109900	00040714		10/17/16	817.18
							INVOICE TOTAL:	817.18
1600695	08/31/16	01	STREET SIGNS FY 2016-17	100036109900	00040714		10/17/16	109.12
							INVOICE TOTAL:	109.12
1600704	08/31/16	01	STREET SIGNS FY 2016-17	100036109900	00040714		10/17/16	892.12
							INVOICE TOTAL:	892.12
1600731	09/08/16	01	BARACADES / LIGHTS	100036109900	00041539		10/17/16	472.92
							INVOICE TOTAL:	472.92
1600744	09/12/16	01	HANDICAP PARKING SIGNS	100036109900	00041526		10/17/16	137.55
							INVOICE TOTAL:	137.55
1600772-IN	09/21/16	01	SIGNAL AHEAD RENTAL / STANDS	100035902000			10/17/16	360.15
							INVOICE TOTAL:	360.15
1600786	09/16/16	01	BARRICADES / LIGHTS	100036109900	00041535		10/17/16	472.92
							INVOICE TOTAL:	472.92
1600799	09/22/16	01	CROSS TRAFFIC SIGN	100036109900	00041510		10/17/16	130.20
		02	FLAG HOLDER	100036109900	00041510			46.24
							INVOICE TOTAL:	176.44
1600814	09/29/16	01	BARRICADES WITH FLASHERS	100036109900	00041603		10/17/16	472.92
							INVOICE TOTAL:	472.92
							VENDOR TOTAL:	19,803.24

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MORTON S MORTON SALT, INC.								
5401148368	09/23/16	01	WATER SOFTENER SALT FY16-17	500006503900	00040782		10/17/16	2,227.61
							INVOICE TOTAL:	2,227.61
5401148515	09/23/16	01	WATER SOFTENER SALT FY16-17	500006503900	00040782		10/17/16	2,300.98
							INVOICE TOTAL:	2,300.98
5401156689	10/06/16	01	WATER SOFTENER SALT FY16-17	500006503900	00040782		10/17/16	2,451.97
							INVOICE TOTAL:	2,451.97
							VENDOR TOTAL:	6,980.56
OAK GROV OAK GROVE LANDSCAPING INC.								
OCT 2016	10/13/16	01	ABATEMENT MOW ~ WILLOW LOT	100069109000			10/17/16	45.00
							INVOICE TOTAL:	45.00
							VENDOR TOTAL:	45.00
PDC LAB PDC LABORATORIES, INC.								
843705	09/15/16	01	WATER TESTING	500005305000			10/17/16	199.25
							INVOICE TOTAL:	199.25
845119	09/30/16	01	WATER TESTING	500005305000			10/17/16	258.75
							INVOICE TOTAL:	258.75
							VENDOR TOTAL:	458.00
PRAXAIR PRAXAIR								
74419699	09/22/16	01	NITROGEN, STARGOLD, ACETYLENE	100036501500			10/17/16	25.76
							INVOICE TOTAL:	25.76
74419701	09/22/16	01	ACETYLENE, OXYGEN	100036501500			10/17/16	70.06
							INVOICE TOTAL:	70.06
							VENDOR TOTAL:	95.82

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PTC SELE PTC SELECT								
220113	09/30/16	01	TONER - PAYROLL	100015101500	00041486		10/17/16	200.00
							INVOICE TOTAL:	200.00
							VENDOR TOTAL:	200.00
PUBLIC A PUBLIC AGENCY TRAINING COUNCIL								
211210	10/07/16	01	LEADERSHIP/MANAGEMENT TRAINING	100045601500	00041583		10/17/16	590.00
							INVOICE TOTAL:	590.00
							VENDOR TOTAL:	590.00
QPR QUALITY PAVEMENT REPAIR								
14077130	09/19/16	01	COLD PATCH	100036102500	00041530		10/17/16	112.70
							INVOICE TOTAL:	112.70
14124901	09/20/16	01	COLD PATCH	100036102500	00041508		10/17/16	200.10
							INVOICE TOTAL:	200.10
							VENDOR TOTAL:	312.80
QUILL QUILL CORPORATION								
8972890	09/08/16	01	PINK PAPER	100016501000	00041453		10/17/16	35.97
		02	BINDER CLIPS	100016501000	00041453			9.96
		03	POST ITS	100016501000	00041453			20.49
		04	POST ITS	100016501000	00041453			22.99
		05	STENO PADS	100016501000	00041453			13.99
		06	MANILA ENVELOPES	100016501000	00041453			48.99
							INVOICE TOTAL:	152.39
9042592	09/12/16	01	BINDER CLIPS	100016501000	00041453		10/17/16	3.99
							INVOICE TOTAL:	3.99
9136986	09/14/16	01	BLACK SHARPIES	100016501000	00041467		10/17/16	29.29
		02	HI LITERS	100016501000	00041467			6.33

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QUILL QUILL CORPORATION								
9136986	09/14/16	03	PAPER	100016501000	00041467		10/17/16	119.70
		04	PAPER TOWELS	100026502500	00041467			8.50
							INVOICE TOTAL:	164.48
9625756	09/30/16	01	PENCILS	100016501000	00041492		10/17/16	19.79
		02	SCOTCH TAPE	100016501000	00041492			31.99
		03	SORTKWIK	100016501000	00041492			6.49
		04	BINDER	501006501000	00041492			4.49
		05	TOILET PAPER	100026502500	00041492			47.99
							INVOICE TOTAL:	110.75
9651038	10/03/16	01	FOLDERS	100016501000	00041492		10/17/16	13.99
							INVOICE TOTAL:	13.99
9782924	10/06/16	01	MANILA FOLDERS	100016501000	00041585		10/17/16	17.99
		02	LYSOL WIPES	100026502500	00041585			16.99
		03	WATER - SMALL BOTTLES	100026501500	00041585			7.49
		04	SPOONS	100026501500	00041585			29.99
		05	COFFEE CUPS	100026501500	00041585			6.49
							INVOICE TOTAL:	78.95
9809450	10/07/16	01	CUPS FOR HEALTH FAIR	100026501500	00041585		10/17/16	29.99
							INVOICE TOTAL:	29.99
							VENDOR TOTAL:	554.54
QUINN JO QUINN JOHNSTON HENDERSON								
144958	09/13/16	01	LEGAL FEES - POLICE DEPT	100045302000			10/17/16	9,492.00
							INVOICE TOTAL:	9,492.00
							VENDOR TOTAL:	9,492.00
R P LUMB R P LUMBER, INC.								
1609-325147	09/01/16	01	MILITARY MARKINGS CONCRETE	200006107000	00041447		10/17/16	51.89

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R P LUMB R P LUMBER, INC.								
1609-325147	09/01/16	02	PLIERS	100036502000	00041447		10/17/16	19.99
							INVOICE TOTAL:	71.88
1609-353911	09/08/16	01	PLYWOOD	100036109900	00041540		10/17/16	16.99
							INVOICE TOTAL:	16.99
1609-353961	09/08/16	01	RETURNED PLYWOOD	100036109900			10/17/16	-16.99
							INVOICE TOTAL:	-16.99
1609-353980	09/08/16	01	PLYWOOD	100036109900			10/17/16	21.99
							INVOICE TOTAL:	21.99
1609-372271	09/13/16	01	B-ELBOW - CITY HALL	100026501500	00041528		10/17/16	1.95
							INVOICE TOTAL:	1.95
1609-372732	09/13/16	01	WEATHERSTRIP - POLICE DEPT	100046101000	00041528		10/17/16	10.49
							INVOICE TOTAL:	10.49
1609-434778	09/26/16	01	LUMBER FORMS - PINE STR	100036109900	00041598		10/17/16	27.00
							INVOICE TOTAL:	27.00
1609-441603	09/27/16	01	LUMBER, CONCRETE, STAPLES	100036109900	00041597		10/17/16	7.24
							INVOICE TOTAL:	7.24
							VENDOR TOTAL:	140.55
RAGAN CO RAGAN COMMUNICATIONS, INC.								
16759	08/31/16	01	OUTDOOR SIREN PEPAIR PINE/FOST	201005101500	00041455		10/17/16	242.50
							INVOICE TOTAL:	242.50
16903	09/28/16	01	TOWER REPEATER - ESDA	201005902000	00040563		10/17/16	170.00
							INVOICE TOTAL:	170.00
16904	09/28/16	01	TOWER REPEATER - POLICE	100045902000	00040563		10/17/16	170.00
							INVOICE TOTAL:	170.00

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RAGAN CO RAGAN COMMUNICATIONS, INC.								
16905	09/28/16	01	SMR SERVICE - POLICE	100045501500	00040563		10/17/16	101.92
							INVOICE TOTAL:	101.92
							VENDOR TOTAL:	684.42
RIVER SU RIVER CITY SUPPLY, INC.								
4373	09/20/16	01	HOT-MIX ASPHALT - WTR	500006109000	00040715		10/17/16	70.00
		02	HOT-MIX ASPHALT - SWR	501006109000	00040715			70.00
		03	HOT-MIX ASPHALT - STR	100036102500	00040715			79.10
							INVOICE TOTAL:	219.10
							VENDOR TOTAL:	219.10
RNS ELEC RNS ELECTRIC INC.								
2580	09/30/16	01	REPAIR STR LIGHT - CASEYS	100035109900			10/17/16	256.93
							INVOICE TOTAL:	256.93
							VENDOR TOTAL:	256.93
ROADSAFE ROADSAFE TRAFFIC SYSTEMS INC.								
49341	09/23/16	01	ROAD CONSTRUCTION AHEAD	100036109900	00041511		10/17/16	298.00
		02	ADHESIVE BUTYL PADS	100036109900	00041511			132.83
							INVOICE TOTAL:	430.83
49491	09/29/16	01	ROAD CLOSED SIGNS	100036109900	00041604		10/17/16	298.00
							INVOICE TOTAL:	298.00
49875	10/05/16	01	SIGN STAND	100036109900	00041626		10/17/16	363.41
							INVOICE TOTAL:	363.41
RT063859	09/26/16	01	ARROW BOARD RENTAL - GIG RUN	100059109000	00041512		10/17/16	180.00
							INVOICE TOTAL:	180.00
							VENDOR TOTAL:	1,272.24

ROANOKE ROANOKE CONCRETE PRODUCTS CO



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ROANOKE ROANOKE CONCRETE PRODUCTS CO								
132225	09/06/16	01	CLASS SI CONCRETE > 3.9 CY	100036105000	00040712		10/17/16	283.00
							INVOICE TOTAL:	288.00
132294	09/07/16	01	CLASS SI CONCRETE 1 -1 1.75 CY	100036105000	00040712		10/17/16	193.50
							INVOICE TOTAL:	193.50
132295	09/07/16	01	FLOWABLE FILL	100036105000	00040712		10/17/16	225.20
							INVOICE TOTAL:	225.20
132296	09/07/16	01	FLOWABLE FILL	100036105000	00040712		10/17/16	112.60
		02	UNDER MINIMUM CHARGE	100036105000	00040712			65.00
							INVOICE TOTAL:	177.60
132486	09/12/16	01	CLASS SI CONCRETE 1 -1 1.75 CY	100036105000	00040712		10/17/16	193.50
							INVOICE TOTAL:	193.50
132856	09/19/16	01	CLASS SI CONCRETE 2 - 2.75 CY	500006109000	00040712		10/17/16	285.00
							INVOICE TOTAL:	285.00
133099	09/22/16	01	CLASS SI CONCRETE 2 - 2.75 CY	100036105000	00040712		10/17/16	313.50
							INVOICE TOTAL:	313.50
133278	09/26/16	01	CLASS SI CONCRETE 2 - 2.75 CY	100036105000	00040712		10/17/16	285.00
							INVOICE TOTAL:	285.00
133354	09/27/16	01	CLASS SI CONCRETE > 3.9 CY	100036105000	00040712		10/17/16	384.00
							INVOICE TOTAL:	384.00
133442	09/28/16	01	CLASS SI CONCRETE 1 -1 1.75 CY	100036105000	00040712		10/17/16	225.75
		03	DARAFILL / CALCIUM CHLORIDE	100036105000	00040712			67.00
		04	FLOWABLE FILL	100036105000	00040712			1,201.20
							INVOICE TOTAL:	1,493.95
133516	09/29/16	01	CLASS SI CONCRETE 1 -1 1.75 CY	500006109000	00040712		10/17/16	281.03
							INVOICE TOTAL:	281.03
							VENDOR TOTAL:	4,120.28

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ROCKFORD ROCKFORD RIGGING, INC.								
0454431-IN	09/30/16	01	CLEVIS SLIP HOOK, HAMMERLOCK	100036502000	00041611		10/17/16	386.78
							INVOICE TOTAL:	386.78
							VENDOR TOTAL:	386.78
S & E CL S & E CLEANING SERVICE								
OCT 2016	10/13/16	01	JANITORIAL SERVICES-POL. DEPT.	100025101000	00040781		10/17/16	1,200.00
							INVOICE TOTAL:	1,200.00
							VENDOR TOTAL:	1,200.00
S&S BUIL S&S BUILDERS HARDWARD CO								
0541720	09/22/16	01	REPLACE DOOR / FRAME - WTP2	500006101000	00041504		10/17/16	1,995.03
							INVOICE TOTAL:	1,995.03
							VENDOR TOTAL:	1,995.03
SAFETY F TONY GRIFFIN								
W201609	09/25/16	01	COMMERCIAL SAFETY REVIEWS	100065304000	00041470		10/17/16	1,000.00
							INVOICE TOTAL:	1,000.00
							VENDOR TOTAL:	1,000.00
SERVICE SERVICE AUTO SUPPLY								
721516	09/19/16	01	WIPER BLADES IDA11	502006108000	00041564	I-11	10/17/16	43.96
							INVOICE TOTAL:	43.96
721537	09/20/16	01	BACKUP ALARM LIN1	502006108000	00041563	L-1	10/17/16	34.99
							INVOICE TOTAL:	34.99
721591	09/22/16	01	OIL DRY	100036501500	00041514		10/17/16	8.29
							INVOICE TOTAL:	8.29
							VENDOR TOTAL:	87.24

SHERWIN SHERWIN WILLIAMS

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SHERWIN SHERWIN WILLIAMS								
7573-4	10/04/16	01	PAINT	100036103500	00041605		10/17/16	211.90
							INVOICE TOTAL:	211.90
							VENDOR TOTAL:	211.90
STAPLES STAPLES ADVANTAGE								
3314341216	09/09/16	01	HP 62 BLACK INKJET CARTRIDGES	100046101500	00041403		10/17/16	71.98
		02	HP 62 COLOR INKJET CARTRIDGES	100046101500	00041403			75.58
							INVOICE TOTAL:	147.56
3315405749	09/21/16	01	3X3 POST IT NOTES	100046501000	00041478		10/17/16	65.38
		02	LEGAL PAD-WHITE	100046501000	00041478			26.69
		03	CUPS	100046501000	00041478			51.78
							INVOICE TOTAL:	143.85
							VENDOR TOTAL:	291.41
SUNBELT SUNBELT RENTALS								
63207026-001	09/09/16	01	CORE DRILL RENTAL-NW PARK LOT	100035902000	00041546		10/17/16	262.80
							INVOICE TOTAL:	262.80
							VENDOR TOTAL:	262.80
TAZ ASPH TAZEWEELL COUNTY ASPHALT, INC.								
20110005555	09/15/16	01	HOT-MIX ASPHALT - WTR	500006109000	00040717		10/17/16	294.67
		02	HOT-MIX ASPHALT - SWR	501006109000	00040717			294.67
		03	HOT-MIX ASPHALT - STR	100036102500	00040717			294.69
							INVOICE TOTAL:	884.03
20110005578	09/30/16	01	N. MAIN AND ZINSER PARKING LOT	208008005000	00041284		10/17/16	34,642.00
							INVOICE TOTAL:	34,642.00
20110005620	09/30/16	01	HOT-MIX ASPHALT - STR	100036102500	00040717		10/17/16	296.25
		02	HOT-MIX ASPHALT - WTR	500006109000	00040717			296.08

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TAZ ASPH TAZEWEEL COUNTY ASPHALT, INC.								
20110005620	09/30/16	03	HOT-MIX ASPHALT - SWR	501006109000	00040717		10/17/16	296.08
		04	RC-70	100036102500				10.00
								898.41
							INVOICE TOTAL:	
							VENDOR TOTAL:	36,424.44
TAZ/P CO TAZEWEEL PEKIN COMMUNICATIONS								
OCT 2016	10/01/16	01	LEAD SERVICES	100045501500	00040726		10/17/16	45.04
							INVOICE TOTAL:	45.04
SEPT 2016	09/19/16	01	LEAD SERVICES	100045501500	00040726		10/17/16	45.04
							INVOICE TOTAL:	45.04
							VENDOR TOTAL:	90.08
TAZE CAC TAZEWEEL COUNTY ANIMAL CONTROL								
OCT 2016	10/13/16	01	ANIMAL CONTROL CONTRACT 2016	100015304500	00040003		10/17/16	1,113.33
							INVOICE TOTAL:	1,113.33
							VENDOR TOTAL:	1,113.33
TAZE COH TAZEWEEL COUNTY HEALTH DEPT								
612	10/14/16	01	VERMILLION HEPB - 2 DOSES	100039109000			10/17/16	116.00
		02	MEYER HEPB - 2 DOSES	500009109000				58.00
		03	MEYER HEPB - 2 DOSES	501009109000				58.00
							INVOICE TOTAL:	232.00
							VENDOR TOTAL:	232.00
THYSKRUP THYSSENKRUPP ELEVATOR								
3002807433	10/01/16	01	ANNUAL MNTCE AGREEMENT	100045101500	00039501		10/17/16	198.51
							INVOICE TOTAL:	198.51
							VENDOR TOTAL:	198.51
UFTRING UFTRING CHEVY OLDS SAAB, INC								

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UFTRING UFTRING CHEVY OLDS SAAB, INC								
83963	08/30/16	01	OIL FILTERS LIN35	502006108000	00041338	L-35	10/17/16	23.80
							INVOICE TOTAL:	23.80
							VENDOR TOTAL:	23.80
UFTRINGA UFTRING AUTO MALL								
109181	08/26/16	01	WIPER BLADES IDA2	502006108000	00041358	I-2	10/17/16	30.88
		02	WIPER BLADES IDA4	502006108000	00041358	I-4		30.88
							INVOICE TOTAL:	61.76
109307	09/07/16	01	TURN SIGNAL MODULE IDA1	502006108000	00041552	I-1	10/17/16	270.41
							INVOICE TOTAL:	270.41
109404	09/07/16	01	SERP BELT, THERMOSTAT - IDA11	502006108000	00041553	I-11	10/17/16	68.09
							INVOICE TOTAL:	68.09
							VENDOR TOTAL:	400.26
USA BLUE USA BLUE BOOK								
063279	09/19/16	01	STENNER PARTS / REAGENTS WTP1	501006504000	00041502		10/17/16	193.14
							INVOICE TOTAL:	193.14
077436	10/05/16	01	LAB / TESTING SUPPLIES	501006504000	00041599		10/17/16	203.73
							INVOICE TOTAL:	203.73
							VENDOR TOTAL:	396.87
WAL MART WAL MART								
20006330476632426630	09/20/16	01	CLEANING SUPPLIES	100026502500	00041477		10/17/16	46.33
							INVOICE TOTAL:	46.33
64122372002299062263	09/26/16	01	PHONE CASE	500006502000	00041497		10/17/16	39.96
							INVOICE TOTAL:	39.96
							VENDOR TOTAL:	86.29

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WASH CHA WASHINGTON CHAMBER OF COMMERCE								
OCT 2016	10/13/16	01	TOURISM CONTRACT FY 2016-17	100055109000	00040731		10/17/16	1,058.50
		02	ECON. DEV. CONTRACT FY 2016-17	100055109000	00040731			1,058.50
							INVOICE TOTAL:	2,117.00
							VENDOR TOTAL:	2,117.00
WASH COU WASHINGTON COURIER CORP.								
ZONE HEAR 41454	09/14/16	01	LEGAL NOTICE - PZC MEETING	100065502000	00041454		10/17/16	81.27
							INVOICE TOTAL:	81.27
							VENDOR TOTAL:	81.27
WASH FIR WASHINGTON FIRE DEPARTMENT								
OCT 2016	10/13/16	01	FIRE CONTRACT 11/15-10/16	100075902500	00040585		10/17/16	75,000.00
		02	AMB/CHIEF CONTRACT 11/15-10/16	100075902500	00040585			225,000.00
							INVOICE TOTAL:	300,000.00
							VENDOR TOTAL:	300,000.00
WASTE MA WASTE MANAGEMENT								
2762743-2070-0	09/27/16	01	STP2 DUMPSTER RENTAL	501005902000	00040537		10/17/16	75.00
							INVOICE TOTAL:	75.00
							VENDOR TOTAL:	75.00
WIELANDS WIELANDS LAWNMOWER HOSPITAL								
592537	09/06/16	01	CARB / TUNE KIT -CEM WEEDEATER	200006101500	00041558		10/17/16	70.30
							INVOICE TOTAL:	70.30
592561	09/06/16	01	MOTTO MIX - WEEDEATERS	100036101500	00041557		10/17/16	47.90
							INVOICE TOTAL:	47.90
592627	09/07/16	01	2 CYCLE MIX	100036101500	00041537		10/17/16	71.85
							INVOICE TOTAL:	71.85

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WIELANDS WIELANDS LAWNMOWER HOSPITAL								
595725	09/28/16	01	2-CYCLE FUEL MIX	100036101500	00041601		10/17/16	47.90
						INVOICE TOTAL:		47.90
596276	10/03/16	01	REWIND STARTER	502006108000	00041625		10/17/16	34.95
						INVOICE TOTAL:		34.95
						VENDOR TOTAL:		272.90
YODER OI YODER OIL COMPANY								
221943	09/01/16	01	OIL / DRUM - IDA UNITS	502006108000	00041336	IDA	10/17/16	518.10
						INVOICE TOTAL:		518.10
222254	09/09/16	01	ON-ROAD FUEL	502006503000	00041545		10/17/16	1,144.63
						INVOICE TOTAL:		1,144.63
222255	09/09/16	01	OFF-ROAD FUEL	502006503000	00041545		10/17/16	525.10
						INVOICE TOTAL:		525.10
222692	09/29/16	01	OFF-ROAD FUEL	502006503000	00041595		10/17/16	715.50
						INVOICE TOTAL:		715.50
222693	09/29/16	01	ON-ROAD FUEL	502006503000	00041595		10/17/16	1,567.76
						INVOICE TOTAL:		1,567.76
						VENDOR TOTAL:		4,471.09
						TOTAL ALL INVOICES:		573,845.38

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40566	W0000003	BONNIE JUNK					
	1406 WESTGATE RD		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	3.38
						INVOICE TOTAL:	3.38
						CHECK TOTAL:	3.38
40567	W0000004	THOMAS BULLOCK					
	308 S CHURCH STR		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	2.36
						INVOICE TOTAL:	2.36 *
						CHECK TOTAL:	2.36
40568	W0000005	THERESA WILSON					
	601 DEVONSHIRE - B		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	100.00
40569	W0000006	ANDREA MARFELL					
	1609 KENSINGTON RD		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	100.00
40570	W0000007	RACHEL CORBLY					
	134 N MAIN UNIT B		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	81.03
						INVOICE TOTAL:	81.03 *
						CHECK TOTAL:	81.03
40571	W0000008	EMILY RIVERA					

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40571	W0000008	EMILY RIVERA					
	700 N MAIN STR		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	100.00
40572	W0000009	MARY HOHULIN					
	838 N MAIN STR		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	29.07
						INVOICE TOTAL:	29.07 *
						CHECK TOTAL:	29.07
40573	W0000010	JOAN HITZ					
	217 MONROE UNIT 2		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	86.65
						INVOICE TOTAL:	86.65 *
						CHECK TOTAL:	86.65
40574	W0000011	CHELSEA CLAWSON					
	608 WESTAGTE ROAD		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	100.00
40575	W0000012	SUSAN WIDENER					
	104 HILLDALE AVE		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	6.17
						INVOICE TOTAL:	6.17 *
						CHECK TOTAL:	6.17
40576	W0000013	CHERYL STAHL					

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40576	W0000013	CHERYL STAHL					
	1210 MILLER - 3		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	85.41
						INVOICE TOTAL:	85.41 *
						CHECK TOTAL:	85.41
40577	W0000014	MARK KAMPHOEFNER					
	1410 MILLER - DUPLEX		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	43.68
						INVOICE TOTAL:	43.68 *
						CHECK TOTAL:	43.68
40578	W0000015	TODD WILLOUGHBY					
	1201 KNOLLCREST DR		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	13.81
						INVOICE TOTAL:	13.81 *
						CHECK TOTAL:	13.81
40579	W0000016	MICHAEL J KNAUB					
	509 NORTH STR		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
40580	W0000017	ANITA FOX					
	600 E HOLLAND - B		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	71.22
						INVOICE TOTAL:	71.22 *
						CHECK TOTAL:	71.22
40581	W0000018	KAYLA MILLER					

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40581	W0000018	KAYLA MILLER					
	600 E HOLLAND - C		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	100.00
40582	W0000019	HANNAH MULLINS					
	117 S PINE - UPPER		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	64.25
						INVOICE TOTAL:	64.25 *
						CHECK TOTAL:	64.25
40583	W0000020	CHAD HIGGINS					
	205 S SPRUCE		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	100.00
40584	W0000021	PORTRAIT LIFE					
	108 N MAIN STR		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	84.13
						INVOICE TOTAL:	84.13 *
						CHECK TOTAL:	84.13
40585	W0000022	ISABELLA MCENROE					
	104 1/2 S MARKET STR		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	68.12
						INVOICE TOTAL:	68.12 *
						CHECK TOTAL:	68.12
40586	W0000023	ABIGAIL STENGER					

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40586	W0000023	ABIGAIL STENGER					
	403 S MARKET STR		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	19.10
						INVOICE TOTAL:	19.10 *
						CHECK TOTAL:	19.10
40587	W0000024	STANLEY SCHUPP					
	600 MICHAEL CT - B		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	52.30
						INVOICE TOTAL:	52.30 *
						CHECK TOTAL:	52.30
40588	W0000025	WIELANDS LAWN MOWER HOSPITAL					
	905 PEORIA STR		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	16.62
						INVOICE TOTAL:	16.62 *
						CHECK TOTAL:	16.62
40589	W0000026	COLLIN CUSTIS					
	1915 CANTERBURY - H		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	35.20
						INVOICE TOTAL:	35.20 *
						CHECK TOTAL:	35.20
40590	W0000027	CHERRY GARDEN					
	14 CHERRY TREE		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
40591	W0000028	DAVID MURRAY					

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40591	W0000028	DAVID MURRAY					
	1910 COBBLESTONE		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
40592	W0000029	TYLER HEDGER					
	1920 COUNTY FAIR - A		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	43.52
						INVOICE TOTAL:	43.52 *
						CHECK TOTAL:	43.52
40593	W0000030	ROBERT KING					
	1914 ENGLISH OAK		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	59.50
						INVOICE TOTAL:	59.50 *
						CHECK TOTAL:	59.50
40594	W0000031	JACK MELTON					
	102 ESKEN LANE		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
40595	W0000032	JASON SEGUIN					
	116 GRANT STREET		09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	42.40
						INVOICE TOTAL:	42.40 *
						CHECK TOTAL:	42.40
40596	W0000033	ERNEST DHAESE					

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40596	W0000033	ERNEST DHAESE					
	1888 HICKORY ST - B	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	100.00	
					INVOICE TOTAL:	100.00 *	
					CHECK TOTAL:		100.00
40597	W0000034	TIM COCRAN					
	1994 HIGHWOODS - A	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	34.49	
					INVOICE TOTAL:	34.49 *	
					CHECK TOTAL:		34.49
40598	W0000035	NARISH RANDALL					
	816 MALLARD WAY	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	100.00	
					INVOICE TOTAL:	100.00 *	
					CHECK TOTAL:		100.00
40599	W0000036	BETTY BARNES					
	315 PEACH	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	40.51	
					INVOICE TOTAL:	40.51 *	
					CHECK TOTAL:		40.51
40600	W0000037	KEVIN MALONEY					
	1712 RETRIEVER LN	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	100.00	
					INVOICE TOTAL:	100.00 *	
					CHECK TOTAL:		100.00
40601	W0000038	CHAD SHANNON					

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40601	W0000038	CHAD SHANNON					
	1724 RETRIEVER LN	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	100.00	
					INVOICE TOTAL:	100.00 *	
					CHECK TOTAL:		100.00
40602	W0000039	KRISTINA PETERS					
	936 SCHOOL STR	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	75.40	
					INVOICE TOTAL:	75.40 *	
					CHECK TOTAL:		75.40
40603	W0000040	JULIE MOLL					
	950 SCHOOL STR	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	100.00	
					INVOICE TOTAL:	100.00 *	
					CHECK TOTAL:		100.00
40604	W0000041	AMELIA MILLER					
	966 SCHOOL STR	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	100.00	
					INVOICE TOTAL:	100.00 *	
					CHECK TOTAL:		100.00
40605	W0000042	DOUGLAS HILDEBRAND OI					
	1721 JADENS WAY	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	34.42	
					INVOICE TOTAL:	34.42 *	
					CHECK TOTAL:		34.42
40606	W0000043	MAX VOOTS					



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40606	W0000043	MAX VOOTS					
	1421 ASPEN DRIVE	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	72.60	
					INVOICE TOTAL:	72.60 *	
					CHECK TOTAL:		72.60
40607	W0000044	PAUL WINTER					
	1701 JADENS WAY	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	24.12	
					INVOICE TOTAL:	24.12 *	
					CHECK TOTAL:		24.12
40608	W0000045	TOM REINKEN					
	1400 AUSTIN AVE	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	117.48	
					INVOICE TOTAL:	117.48 *	
					CHECK TOTAL:		117.48
40609	W0000046	CATHERINE JENKINS					
	1910 COLT DR	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	28.61	
					INVOICE TOTAL:	28.61 *	
					CHECK TOTAL:		28.61
40610	W0000047	GERRY WILDER					
	28 ELK COURT	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	89.95	
					INVOICE TOTAL:	89.95 *	
					CHECK TOTAL:		89.95
40611	W0000048	TRENT HILL					

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40611	W0000048	TRENT HILL					
	1712 RUSTIC OAK DR	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	73.32	
					INVOICE TOTAL:	73.32 *	
					CHECK TOTAL:		73.32
40612	W0000049	AMADA ROSS					
	600 GRANDYLE DR	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	47.79	
					INVOICE TOTAL:	47.79 *	
					CHECK TOTAL:		47.79
40613	W0000050	CAROLE PERLEY					
	824 GRANDYLE DR	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	50.00	
					INVOICE TOTAL:	50.00 *	
					CHECK TOTAL:		50.00
40614	W0000051	DON SOURS					
	1302 MITCHELL STR	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	77.39	
					INVOICE TOTAL:	77.39 *	
					CHECK TOTAL:		77.39
40615	W0000052	DOUG BRADLEY					
	704 SIMON STR	09/28/16	01	WATER DEP REF LESS FINAL BILL	500-00-120-1500	30.26	
					INVOICE TOTAL:	30.26 *	
					CHECK TOTAL:		30.26
					TOTAL AMOUNT PAID:		3,104.26

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40405	HOLMES B	BECKY HOLMES			09/08/16		
	40405	09/08/16	01	MILEAGE REIMB - CODE ENF.		100-06-470-1500	29.16
						INVOICE TOTAL:	29.16 *
						CHECK TOTAL:	29.16
40406	WATER SE	WATER & SEWER REFUNDS			09/08/16		
	40406	09/08/16	01	OVERPAYMENT ON WATER BILL		500-00-120-1500	724.11
						INVOICE TOTAL:	724.11 *
						CHECK TOTAL:	724.11
40407	PRIOR DI	PRIORITY DISPATCH			09/08/16		
	40407	09/08/16	01	EMD QUIZES-HAINES		100-04-560-1500	20.00
						INVOICE TOTAL:	20.00 *
						CHECK TOTAL:	20.00
40408	HD SUPPL	HD SUPPLY WATERWORKS LTD			09/08/16		
	40408	09/08/16	01	WATER METER UPGRADE/AMR		500-00-800-3000	299,397.64
						INVOICE TOTAL:	299,397.64 *
						CHECK TOTAL:	299,397.64
40409	TAZ CO	TAZEWELL CO HIGHWAY DEPARTMENT			09/08/16		
	40409	09/08/16	01	ANNUAL PAVEMENT STRIPPING		100-03-510-9900	7,085.85
						INVOICE TOTAL:	7,085.85 *
						CHECK TOTAL:	7,085.85
40410	CITY POL	CITY OF WASHINGTON - POLICE			09/15/16		
	40410	09/15/16	01	PETTY CASH - POSTAGE		100-04-550-1000	10.42
			02	PETTY CASH - FLOWERS HEINZMAN		100-04-910-9000	68.98
			03	PETTY CASH - FOOD FOR THOR		140-00-910-9100	2.63
			04	PETTY CASH - ALCOHOL EXPENSES		140-00-910-9500	30.58
						INVOICE TOTAL:	112.61 *
						CHECK TOTAL:	112.61
40411	TOUCH TO	TOUCH TONE COMMUNICATIONS			09/15/16		
	40411	09/15/16	01	TOLL CALLS		100-02-550-1500	43.41

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40411	TOUCH TO	TOUCH TONE COMMUNICATIONS			09/15/16		
	40411	09/15/16	02	TOLL CALLS		100-03-550-1500	6.11
			03	TOLL CALLS		100-04-550-1500	2.76
			04	TOLL CALLS		500-00-550-1500	4.89
			05	TOLL CALLS		501-00-550-1500	1.46
						INVOICE TOTAL:	58.63 *
						CHECK TOTAL:	58.63
40412	VERIZON	VERIZON			09/15/16		
	40412	09/15/16	01	AIR CARD SERVICES - LAPTOPS		100-04-550-1500	380.10
						INVOICE TOTAL:	380.10 *
						CHECK TOTAL:	380.10
40413	DINGLE E	ELLEN DINGLEDINE			09/15/16		
	40413	09/15/16	01	MILEAGE FOR TRAINING - ILGFOA		100-01-560-1500	73.44
						INVOICE TOTAL:	73.44 *
						CHECK TOTAL:	73.44
40414	OSF RICH	OSF RICHARD L. OWENS			09/15/16		
	40414	09/15/16	01	MEMORIAL CONTRIB -BOB HEINZMAN		100-01-910-9000	50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
40415	WATER SE	WATER & SEWER REFUNDS			09/15/16		
	40415	09/15/16	01	REIMB DUE TO MISREAD METER		500-00-360-1000	40.37
			02	REIMB DUE TO MISREAD METER		501-00-360-1000	84.08
						INVOICE TOTAL:	124.45 *
						CHECK TOTAL:	124.45
40416	FRONTIER	FRONTIER			09/15/16		
	40416	09/15/16	01	PHONE SERVICE		100-02-550-1500	458.25
			02	PHONE SERVICE		100-03-550-1500	299.57
			03	PHONE SERVICE		100-04-550-1500	514.42
			04	PHONE SERVICE		500-00-550-1500	207.64
			05	PHONE SERVICE		501-00-550-1500	447.30
						INVOICE TOTAL:	1,927.18 *
						CHECK TOTAL:	1,927.18

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40417	SIDEWALK	SIDEWALK REIMBURSEMENTS			09/19/16		
	40417	09/19/16	01	SIDEWALK REPLACEMENT PROGRAM		100-03-510-2000	450.00
						INVOICE TOTAL:	450.00 *
						CHECK TOTAL:	450.00
40418	SIDEWALK	SIDEWALK REIMBURSEMENTS			09/19/16		
	40418	09/19/16	01	SIDEWALK REPLACEMENT PROGRAM		100-03-510-2000	270.00
						INVOICE TOTAL:	270.00 *
						CHECK TOTAL:	270.00
40548	IPAVA ST	IPAVA STATE BANK			09/20/16		
	40548	09/20/16	01	PURCHASE SEWER CD - 18 MO 1.10		501-00-110-2500	100,000.00
						INVOICE TOTAL:	100,000.00 *
						CHECK TOTAL:	100,000.00
40549	FOSTER D	DANIEL FOSTER			09/20/16		
	40549	09/20/16	01	DOG FOOD FOR THOR		140-00-910-9100	35.51
						INVOICE TOTAL:	35.51 *
						CHECK TOTAL:	35.51
40550	STORER	STORER, LINDA			09/20/16		
	40550	09/20/16	04	FITNESS EQUIPMENT-DISPATCH		100-04-650-2000	54.06
			05	MOUSE FOR COMPUTER		100-04-650-2000	7.99
						INVOICE TOTAL:	62.05 *
						CHECK TOTAL:	62.05
40551	HD SUPPL	HD SUPPLY WATERWORKS LTD			09/20/16		
	40551	09/20/16	01	WATER METER UPGRADE/AMR		500-00-800-3000	157,057.89
						INVOICE TOTAL:	157,057.89 *
						CHECK TOTAL:	157,057.89
40552	MEYER PA	MEYER PATRICK N. & ASSOC.			09/20/16		
	40552	09/20/16	01	NPDES STORM WATER MGMT ENG.		218-00-530-4000	2,500.00
						INVOICE TOTAL:	2,500.00 *
						CHECK TOTAL:	2,500.00

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40553	SIDEWALK	SIDEWALK REIMBURSEMENTS			09/20/16		
	40553	09/20/16	01	SIDEWALK REPLACEMENT PROGRAM		100-03-510-2000	1,387.00
						INVOICE TOTAL:	1,387.00 *
						CHECK TOTAL:	1,387.00
40554	CONSOCIA	CONSOCIATE GROUP			09/22/16		
	40554	09/22/16	01	SPECIFIC & AGG / CLAIMS ADMN		100-01-450-1000	1,903.60
			02	SPECIFIC & AGG / CLAIMS ADMN		100-03-450-1000	3,441.37
			03	SPECIFIC & AGG / CLAIMS ADMN		100-04-450-1000	11,398.07
			04	SPECIFIC & AGG / CLAIMS ADMN		100-06-450-1000	615.39
			05	SPECIFIC & AGG / CLAIMS ADMN		200-00-450-1000	75.11
			06	SPECIFIC & AGG / CLAIMS ADMN		208-00-450-1000	45.64
			07	SPECIFIC & AGG / CLAIMS ADMN		500-00-450-1000	2,792.22
			08	SPECIFIC & AGG / CLAIMS ADMN		501-00-450-1000	2,633.88
			09	SPECIFIC & AGG / CLAIMS ADMN		502-00-450-1000	550.84
			10	SPECIFIC & AGG / CLAIMS ADMN		503-00-450-6000	203.66
			11	SPECIFIC & AGG / CLAIMS ADMN		503-01-450-6000	5,075.07
			12	SPECIFIC & AGG / CLAIMS ADMN		100-05-450-1000	72.94
						INVOICE TOTAL:	28,807.79 *
						CHECK TOTAL:	28,807.79
40555	IPOC	IPOC			09/22/16		
	40555	09/22/16	01	IPOC REGULAR MEETING - HOLMES		100-06-560-1500	25.00
						INVOICE TOTAL:	25.00 *
						CHECK TOTAL:	25.00
40556	GOLF GRE	GOLF GREEN LAWN CARE			09/22/16		
	40556	09/22/16	01	WEED SPRAYING - GLENDALE		200-00-510-7000	930.00
			02	WEED SPRAYING - FIREHOUSE		100-07-510-1000	120.00
			03	WEED SPRAYING - MEDIANS/SQUARE		100-03-510-6500	98.00
						INVOICE TOTAL:	1,148.00 *
						CHECK TOTAL:	1,148.00
40557	GFOA	GOVERNMENT FINANCE OFFICERS			09/22/16		
	40557	09/22/16	01	MEMBERSHIP DUES - DINGLEDINE		100-01-560-1000	190.00
						INVOICE TOTAL:	190.00 *
						CHECK TOTAL:	190.00

DATE: 10/10/16  
TIME: 10:27:07  
ID: AP225000.CBL

CITY OF WASHINGTON  
MANUAL CHECK REGISTER

PAGE: 5

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
40558	FRONTIER	FRONTIER			09/26/16		
	40558	09/26/16	01	PHONE SERVICE		501-00-550-1500	41.59
						INVOICE TOTAL:	41.59 *
						CHECK TOTAL:	41.59
40559	MUTUAL O	MUTUAL OF OMAHA INSURANCE CO.			09/26/16		
	40559	09/26/16	01	LIFE & ADD - SEPTEMBER		100-01-450-1000	39.48
			02	LIFE & ADD - SEPTEMBER		100-03-450-1000	43.05
			03	LIFE & ADD - SEPTEMBER		100-04-450-1000	117.60
			04	LIFE & ADD - SEPTEMBER		100-05-450-1000	3.68
			05	LIFE & ADD - SEPTEMBER		100-06-450-1000	9.98
			06	LIFE & ADD - SEPTEMBER		200-00-450-1000	0.63
			07	LIFE & ADD - SEPTEMBER		208-00-450-1000	2.10
			08	LIFE & ADD - SEPTEMBER		500-00-450-1000	32.66
			09	LIFE & ADD - SEPTEMBER		501-00-450-1000	33.92
			10	LIFE & ADD - SEPTEMBER		502-00-450-1000	4.60
						INVOICE TOTAL:	287.70 *
						CHECK TOTAL:	287.70
40560	HOMEFIEL	ILLINOIS POWER MARKETING			09/26/16		
	40560	09/26/16	01	ENERGY SUPPLY CHARGES		100-02-570-3000	480.73
			02	ENERGY SUPPLY CHARGES		100-03-570-3000	732.00
			03	ENERGY SUPPLY CHARGES		100-04-570-3000	1,484.38
			04	ENERGY SUPPLY CHARGES		200-00-570-3000	42.48
			05	ENERGY SUPPLY CHARGES		500-00-570-3000	9,481.49
			06	ENERGY SUPPLY CHARGES		501-00-570-3000	14,160.21
						INVOICE TOTAL:	26,381.29 *
						CHECK TOTAL:	26,381.29
40561	VERIZON	VERIZON			09/26/16		
	40561	09/26/16	01	CELL PHONE SERVICE		100-01-550-1500	167.28
			02	CELL PHONE SERVICE		100-03-550-1500	226.09
			03	CELL PHONE SERVICE		100-04-550-1500	361.74
			04	CELL PHONE SERVICE		100-06-550-1500	73.17
			05	CELL PHONE SERVICE		200-00-550-1500	36.68
			06	CELL PHONE SERVICE		500-00-550-1500	226.09
			07	CELL PHONE SERVICE		501-00-550-1500	90.42
						INVOICE TOTAL:	1,181.47 *
						CHECK TOTAL:	1,181.47

DATE: 10/10/16  
TIME: 10:27:07  
ID: AP225000.CBL

CITY OF WASHINGTON  
MANUAL CHECK REGISTER

PAGE: 6

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
40562	GSCHWIND	MEGAN GSCHWIND			09/26/16		
	40562	09/26/16	01	EMD QUIZ FEES-GSCHWIND		100-04-560-1500	50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
40563	MCB LOAN	MORTON COMMUNITY BANK			09/26/16		
	40563	09/26/16	01	ADD'L INT - WASH 223 LOAN		305-00-700-1000	379.33
						INVOICE TOTAL:	379.33 *
						CHECK TOTAL:	379.33
40564	SHOP WIT	SHOP WITH THE MEN & WOMEN			09/28/16		
	40564	09/28/16	01	DENIM DAYS - MAY 2016		100-00-120-9000	35.00
						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	35.00
40565	GUARDIAN	GUARDIAN LIFE INSURANCE			09/28/16		
	40565	09/28/16	01	DENTAL INSURANCE - SEPT 2016		100-01-450-1000	404.28
			02	DENTAL INSURANCE - SEPT 2016		100-03-450-1000	615.22
			03	DENTAL INSURANCE - SEPT 2016		100-04-450-1000	2,597.13
			04	DENTAL INSURANCE - SEPT 2016		100-05-450-1000	18.04
			05	DENTAL INSURANCE - SEPT 2016		100-06-450-1000	86.13
			06	DENTAL INSURANCE - SEPT 2016		200-00-450-1000	18.38
			07	DENTAL INSURANCE - SEPT 2016		208-00-450-1000	3.40
			08	DENTAL INSURANCE - SEPT 2016		500-00-450-1000	631.46
			09	DENTAL INSURANCE - SEPT 2016		501-00-450-1000	651.54
			10	DENTAL INSURANCE - SEPT 2016		502-00-450-1000	95.87
			11	DENTAL INSURANCE - SEPT 2016		503-00-450-6000	67.41
			12	DENTAL INSURANCE - SEPT 2016		503-01-450-5100	1,017.65
						INVOICE TOTAL:	6,206.51 *
						CHECK TOTAL:	6,206.51
40616	PACVB	PEORIA AREA CVB			09/29/16		
	40616	09/29/16	01	HOTEL/MOTEL TAX - SLEEP INN		100-05-510-9000	3,978.71
						INVOICE TOTAL:	3,978.71 *
						CHECK TOTAL:	3,978.71
40617	LASER EL	LASER ELECTRIC, INC.			09/29/16		

DATE: 10/10/16  
TIME: 10:27:07  
ID: AF225000.CBL

CITY OF WASHINGTON  
MANUAL CHECK REGISTER

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
40617	LASER EL	LASER ELECTRIC, INC.			09/29/16		
	40617	09/29/16	01	TEMPORARY SIGNALS-VIADUCT WORK		100-03-510-9900	14,145.28
			02	REPAIR TEMP SIGNAL - MAIN/JEFF		100-03-510-9900	813.90
						INVOICE TOTAL:	14,959.18 *
						CHECK TOTAL:	14,959.18
						TOTAL AMOUNT PAID:	655,417.19

OCTOBER

CITY OF WASHINGTON								
301 WALNUT STREET								
WASHINGTON, IL 61571								
ACH PAYMENT SPREADSHEET								
October-16								
	GENERAL	POLICE SPEC PROJ	CEMETERY	ESDA	WATER	SEWER	MERF	
AMEREN CILCO :	\$5,920.11	\$0.00	\$0.00	\$0.00	\$77.70	\$157.85	\$0.00	\$6,155.66
B P OIL :	\$0.00	\$500.40	\$0.00	\$0.00	\$0.00	\$0.00	\$2,731.95	\$3,232.35
SHELL :	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,334.09	\$2,334.09
MTCO :	\$1,060.36	\$0.00	\$0.00	\$0.00	\$150.82	\$46.92	\$0.00	\$1,258.10
MONTHLY TOTALS :	\$6,980.47	\$500.40	\$0.00	\$0.00	\$228.52	\$204.77	\$5,066.04	\$12,980.20
GENERAL	\$6,980.47							
POLICE SPEC. PROJ.	\$500.40							
CEMETERY	\$0.00							
ESDA	\$0.00							
WATER	\$228.52							
SEWER	\$204.77							
MERF	\$5,066.04							
	\$12,980.20							

**CITY OF WASHINGTON**  
Joan E. Baxter, C.P.A. – Controller  
301 Walnut Street  
Washington, IL 61571

Ph. (309) 444-1124  
Fax (309) 444-9779  
[jbaxter@ci.washington.il.us](mailto:jbaxter@ci.washington.il.us)  
[www.washington-illinois.org](http://www.washington-illinois.org)

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## **MEMORANDUM**

TO: Mayor Manier and City Council  
FROM: Joanie Baxter, Controller *JB*  
DATE: October 14, 2016  
SUBJECT: FY 15-16 Audited Financial Statements

Attached are the audited financial statements for the City of Washington for the fiscal year ended April 30, 2016. Aaron Phillips of Phillips-Salmi, LLC will be in attendance at the City Council meeting of October 17, 2016 to present the financial statements and answer any questions you may have.

Also attached is the "Required Communications to Council" or management letter which includes a section on new requirements for pension reporting due to GASB 68. There was not a single audit requirement this year and thus no report.

Following the presentation, the City Council will need to approve, by motion, the financial statements for the fiscal year ending April 30, 2016. Please contact me prior to the meeting if you have any questions about the reports.

**Contact Information**

Jim Culotta  
City Administrator  
301 Walnut Street  
Washington, IL 61571  
[jculotta@ci.washington.il.us](mailto:jculotta@ci.washington.il.us)  
309-444-3196

**Elected Officials**

Gary Manier, Mayor  
Bob Brucks, Alderman  
Mike Brownfield, Alderman  
Carol Moss, Alderman  
Tyler Gee, Alderman  
Brian Butler, Alderman  
Dave Dingleline, Alderman  
Jim Gee, Alderman  
Jon Moehle, Alderman  
Pat Brown, City Clerk  
Ellen Dingleline, Treasurer

**FOR IMMEDIATE RELEASE**

October 12, 2016

## **Mayor Manier Announces Opioid Awareness Panel Discussion**

On Wednesday, October 19<sup>th</sup>, the City of Washington will host a presentation and panel discussion to raise awareness on the growing prevalence of heroin and the abuse of other opioids.

According to the Center for Disease Control and Prevention, opioid related deaths in Illinois significantly increased by over 8% between 2013 and 2014. Prescription pain relievers and heroin are the main drivers of these opioid overdose deaths.

“This epidemic isn’t an isolated phenomenon,” explained Mayor Manier. “Opioid abuse crosses all demographic and geographic boundaries.”

This event begins at 6:30 pm on October 19<sup>th</sup> and will be held in Banquet Room A at Five Points Washington (360 N. Wilmore Road).

The panel leading this discussion will include:

Mayor Gary Manier, City of Washington  
Mayor Jim Ardis, City of Peoria  
Sheriff Mike McCoy, Peoria County  
Chief Ed Papis, City of Washington Police Department  
Deputy Chief Jeff Stevens, City of Washington Police Department  
Coroner James Baldi, Tazewell County  
EMS Coordinator Gary Foley, Washington Fire Department

***Washington, Illinois***

*The City of Washington is a vibrant community offering a high quality of life supported by excellent schools, safe neighborhoods, diverse parks and recreation offerings, and a resident population motivated by volunteerism and community involvement. Our traditions include our historic downtown square, service oriented businesses, and family friendly amenities. For more information, visit [www.ci.washington.il.us](http://www.ci.washington.il.us)*



ORDINANCE NO. \_\_\_\_\_

Synopsis: The following ordinance will amend certain provisions of the City of Washington Personnel Manual pertaining to holiday pay for part-time telecommunicators.

**AN ORDINANCE AMENDING THE PERSONNEL MANUAL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS REGARDING HOLIDAY PAY FOR PART-TIME TELECOMMUNICATORS**

WHEREAS, the existing Personnel Manual of the City of Washington, IL provides for a detailed statement of personnel practices and procedures; and

WHEREAS, the City of Washington wishes to amend the Personnel Manual pertaining to holiday pay for part-time employees.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. That Article X of the Personnel Manual of the City of Washington be amended by inserting the following at the end of Paragraph 3 Holidays (a):

**Part-time telecommunicators that work on one of the City designated holiday's listed above shall be paid double time for hours worked.**

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

Synopsis: The following ordinance will amend certain provisions of the City of Washington Personnel Manual pertaining to the use of protective footwear.

**AN ORDINANCE AMENDING THE PERSONNEL MANUAL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS REGARDING PROTECTIVE FOOTWEAR**

WHEREAS, the existing Personnel Manual of the City of Washington, IL provides for a detailed statement of personnel practices and procedures; and

WHEREAS, the City of Washington wishes to amend the Personnel Manual pertaining to the use of protective footwear.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. That Article XIV of the Personnel Manual of the City of Washington be amended by inserting the following under Paragraph 1 General Provisions:

**(g) Protective Footwear. Employees that tend to work in areas where there is a danger of foot injuries due to falling or rolling objects, piercing the sole, or electric hazard, as determined by the City Administrator, shall be required to wear protective footwear in accordance with Occupational Safety and Health (OSHA) regulations. For employees who are required to wear protective footwear and purchase footwear meeting the OSHA regulation, the City shall make a one-time reimbursement up to \$150 for full-time employees and up to a \$100 reimbursement for part-time employees.**

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

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

**ORDINANCE NO. \_\_\_\_\_**

Synopsis: Adoption of this ordinance will approve the purchase of the real estate commonly known as Lot 26 (excluding the west 75 feet) of the Original Town, now City of Washington for a purchase price of \$43,000.00

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF  
LOT 26 (EXCLUDING THE WEST 75 FEET) OF THE ORIGINAL TOWN,  
NOW CITY OF WASHINGTON, ILLINOIS.**

**WHEREAS**, the City of Washington is a home rule government pursuant to the 1970 Illinois Constitution, Article VII, Section 6(a); and

**WHEREAS**, pursuant to its home rule power, the City of Washington may exercise any power and perform any function relating to its government and affairs; and

**WHEREAS**, the City Council of the City of Washington hereby determines that it is advisable, necessary, and in the interests of the public health, safety, and welfare of the City and its citizens that the City purchase certain property located in the City that is legally described in Exhibit "1" attached hereto (the "Property").

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS**, as follows:

**Section 1.** The foregoing recitals are incorporated herein as findings of the City Council.

**Section 2.** The Commercial Vacant Land Sales Contract attached hereto as Exhibit "2" is by reference expressly made a part hereof ("Agreement"), and the City Council hereby approves the purchase of the Property as set forth in the Agreement. The Mayor, City Clerk and the City Administrator of the City of Washington are hereby authorized and empowered to make, execute and deliver any and all documents necessary to effectuate the purchase of the Property pursuant to the Agreement and to consummate all other transactions contemplated by the Agreement.

**Section 3.** This ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

**Section 4.** That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

**PASSED AND APPROVED THIS** \_\_\_\_ day of \_\_\_\_\_, 2016.

**AYES:**\_\_\_\_\_

**NAYS:**\_\_\_\_\_

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MAYOR

ATTEST:

---

CITY CLERK

### **Exhibit 1**

Lot 26 in the Original Town, now City of Washington, EXCEPT the West 75 feet of said Lot 26, situated in TAZEWELL COUNTY, ILLINOIS.

PIN: Pt. 02-02-24-108-021

Commonly known as: 104 High Street, Washington, IL 61571

**COMMERCIAL VACANT LAND SALES CONTRACT**  
**PARKING LOT**

Seller:	<b>Gross Enterprises, LLC</b>	Buyer:	<b>City of Washington</b>
Seller:	<b>by Judy Gross, Manager</b>	Buyer:	<b>by James Culotta</b>
Address:	201 S. Main Street Washington, IL 61571	Address:	301 Walnut Street Washington, IL 61571
Telephone:	251-1118	Telephone:	(309) 444-1123
Email:	_____	Email:	jculotta@ci.washington.il.us
Seller's Attorney:	Dean R. Essig	Buyer's Attorney:	Derek A. Schryer
Firm's Name:	Essig Law Office	Firm's Name:	Davis & Campbell L.L.C.
Attorney's Addr.:	135 Washington Square Washington, IL 61571	Attorney's Addr.:	401 Main Street, Suite 1600 Peoria, IL 61602
Attorney's Phone:	444-8041	Attorney's Phone:	(309) 673-1681
Attorney's Fax:	444-1916	Attorney's Fax:	(309) 673-1690
Attorney's E-mail:	<a href="mailto:essiglaw@mtco.com">essiglaw@mtco.com</a>	Attorney's E-mail:	<a href="mailto:daschryer@dcamplaw.com">daschryer@dcamplaw.com</a>

1. **MUTUAL COVENANTS.** Seller agrees to sell and Buyer agrees to purchase, upon the terms set forth in this Contract, the premises legally described as follows:

**Lot 26** in the Original Town, now City of Washington, **EXCEPT** the West 75 feet of said Lot 26, situated in TAZEWELL COUNTY, ILLINOIS.

**PIN: Pt. 02-02-24-108-021**

Commonly known as: **104 High Street, Washington, IL 61571**

(hereinafter "Premises"), with an approximate lot size of 60 x 145, and with a present zoning classification of commercial.

2. **OFFER AND ACCEPTANCE.** These terms shall constitute an offer which shall expire unless this offer is accepted on or before October 17, 2016, or withdrawn in writing prior to acceptance.

3. **PURCHASE PRICE.** Buyer agrees to pay Seller the total sum of \$43,000.00 ("Purchase Price"). Buyer has paid \$500 as earnest money to be held in the escrow account of the Seller's attorney for delivery to Seller at time of closing. The balance of the purchase price, adjusted by prorations and credits allowed the parties by the Contract, shall be paid to Seller when closed, as follows: (a) if the amount is \$50,000 or more, the funds shall be wired to the closing agent's account

prior to closing; or (b) if the amount is less than \$50,000, the funds may be provided by cashier's check or other form of payment acceptable to Seller.

4. **FINANCING**. This Contract is NOT subject to financing.

5. **CLOSING**. The closing shall be on or before 5:00 P.M. on or before December 1, 2016, or such other time as may be mutually agreed in writing ("Closing Date").

The closing shall be held at THE OFFICE OF DEAN R. ESSIG, 135 WASHINGTON SQUARE, WASHINGTON, ILLINOIS, or such other place as the parties may agree. If the closing is delayed past the closing date due to the fault of either party, even if this transaction is subsequently closed, the defaulting party shall pay damages as provided for in this Contract. The non-defaulting party will be entitled to collect damages as soon as the default occurs and the notice and cure provisions provided for in paragraph 16 are not applicable to this paragraph.

(a) **Seller's Deliveries**. At Closing, Seller shall deliver to Buyer the following:

- (i) Deed. An executed warranty deed to Premises (in the form required by Section 7 hereof) prepared by Seller and in a form reasonably acceptable to Buyer (the "Deed").
- (ii) Title Policy. The Title Policy provided for in Section 10 hereof.
- (iii) ALTA Statement. An executed ALTA Statement in the form required by the Title Insurer.
- (iv) Closing Date Certificate. An executed closing date certificate confirming the accuracy of the representations and warranties set forth in this Contract.
- (v) Heartland Amendment. An executed Heartland Amendment (as defined in Section 13).
- (vi) Seller Easement Release. An executed Seller Easement Release (as defined in Section 13).
- (vii) Right of First Refusal. An executed Right of First Refusal (as defined in Section 13).
- (viii) Seller's Affidavit. An executed Seller's Affidavit (as defined in Section 14).

- (ix) Other Documents. Such other documents, instruments, certifications and confirmations as may be reasonably required by Buyer to fully effect and consummate the transactions contemplated hereby.
  - (x) Evidence of Authorization. Evidence satisfactory to Buyer and the Title Insurer that Seller is authorized to execute this Contract and proceed with the transactions provided for herein.
- (b) Buyer's Deliveries. At Closing, Buyer shall deliver to Seller the following:
- (i) Purchase Price. The Purchase Price in the form as set forth in Section 3 hereof.
  - (ii) ALTA Statement. An executed ALTA Statement in the form required by the Title Insurer.
  - (iii) Buyer Easement Release. A signed Buyer Easement Release (as defined in Section 12).
  - (iv) Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller to fully effect and consummate the transactions contemplated hereby.
  - (v) Evidence of Authorization. Evidence satisfactory to Seller and the Title Insurer that Buyer is authorized to execute this Contract and proceed with the transactions provided for herein.
- (c) Joint Deliveries. At Closing, Seller and Buyer shall jointly deliver to each other the following:
- (i) Closing Statement: An agreed upon closing statement.
  - (ii) Transfer Tax Filings. Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.
  - (iii) Lease. A signed Lease (as defined in Section 12).
  - (iv) Joint Easement Agreement. A signed Joint Easement Agreement (as defined in Section 12).
- (d) Closing Costs. Seller shall pay the following costs: Seller's attorneys' fees, the insurance premium for the Title Policy, the survey costs set forth in Section 8, any transfer



taxes and the cost of documentary stamps, 100% of the recording fees for recording the Seller Easement Release, the ALTA Survey and the Heartland Amendment and 50% of the recording fees for recording the Joint Easement Agreement. Buyer shall pay the following costs: Buyer's attorneys' fees, cost for the ALTA Survey (except as provided in Section 8), costs for inspections pursuant to Section 11, 100% of the recording fees for recording the deed, Right of First Refusal and the Buyer Easement Release and 50% of the recording fees for recording the Joint Easement Agreement.

- (e) **Special Assessments.** Seller will pay any unpaid special assessments confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Premises.

6. **POSSESSION.** Sole and exclusive possession of the Premises shall be delivered to Buyer on the Closing Date. If Seller does not give possession on the date provided for in this Contract, Buyer may seek possession by any means available in law or equity.

7. **CONVEYANCE.** Seller's conveyance shall be by a recordable Warranty Deed, subject only to Permitted Objections (as defined below), at the closing of this transaction upon Buyer's compliance with the terms of this Contract. Seller shall also provide the state and county transfer tax declarations and any other transfer tax declaration, or zoning exemption certificate. Within ten (10) days after acceptance of this Contract, Buyer shall notify Seller or Seller's attorney, in writing, how Buyer will take title to the Premises.

8. **ALTA SURVEY.** Buyer shall, within thirty (30) days from the date hereof, obtain a current ALTA survey of the Premises ("ALTA Survey"), certified by a professional surveyor licensed by the State of Illinois and certified to the Buyer and the Title Insurer (as defined below) (and other parties designated by Buyer) prepared in accordance with the standard for Land Title Surveys and the American Congress of Surveying and Mapping Class A survey, setting forth the legal description and street address of the Premises and showing thereon all buildings and other improvements (including fences), the number of stories in such buildings, easements (visible or recorded), building lines, curb cuts, party walls (if any), parking, sewage, water, electricity, gas and other utility facilities (together with recording information concerning the documents creating any such easements and building lines), roads and other rights-of-way and means of physical and record ingress and egress to and from the Premises by public roads (including the dimension of abutting streets) and the net (after deduction of land dedicated or used or subject to easements for roads, highways, fire lanes, utilities, storm drains or any other public purpose) and gross area of the land included in the Premises, and spotting improvements on adjoining property which are within five (5) feet of the property lines of the Premises. Seller and Buyer shall share the expense of a Survey with the cost to be divided with Seller paying \$1,575.00 and Buyer paying for the remaining cost of the Alta Survey.

The ALTA Survey shall comply with the applicable provisions of the Plat Act, 765 ILCS 205/1 *et seq.*, and create the Premises from the existing real estate parcel owned by the Seller.

9. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** In addition to all other representations, covenants and warranties by Seller herein, Seller hereby represents, covenants and warrants, as of the date hereof and as of the Closing Date, as follows:

- (a) **Ownership and Authority.** Seller is the sole owner of and has good and merchantable fee simple title to the Premises, free and clear of all liens, encumbrances, easements, covenants, restrictions, dedications or rights-of-way, or other matters affecting title to the Premises or use of the Premises, except the Permitted Objections and other matters approved in writing by Buyer.
- (b) **Liens and Liabilities.** Except for the Permitted Objections, the Premises is not subject to any liens, encumbrances, security interests, liabilities, easements, covenants, restrictions, dedications, rights-of-way, leases or judgments of any kind whatsoever. Seller shall be responsible for all debts, claims, contracts and liabilities in any way connected solely with the conduct of its operations on the Premises, and Buyer shall have no liability for Seller's operations conducted on the Premises or otherwise or for any liabilities, known, unknown, contingent or otherwise, of Seller.
- (c) **Notice of Litigation or Violation.** Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Premises or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Premises. Seller shall promptly notify Buyer of any such notice received between the date hereof and the Closing Date. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Premises, and Seller has received no notice of any such violation issued by any governmental authority.
- (d) **Leases and Other Rights in Premises.** There are no leases (oral or written), options, purchase contracts, or other agreements of any kind or nature, written or oral, whereunder or whereby any party could claim or assert any right, title or interest in the Premises.
- (e) **Governmental Regulation.** To the best of Seller's knowledge, the Premises complies in all respects with all statutes, ordinances, regulations and administrative or judicial orders or holdings, whether or not appearing in public records, and the consummation of the transactions contemplated by this Contract shall not violate any such statutes, ordinances, regulations and administrative or judicial orders or holdings or any other agreement or indenture by which Seller is bound.

(f) Hazardous Substances.

- i. To the best of Seller's knowledge, Seller has not: (i) conducted or authorized the storage, treatment, or disposal on the Property of any petroleum, or petroleum products, or hazardous substances, (ii) handled, treated, stored, transported, released or disposed of any petroleum or petroleum products, hazardous or toxic materials, substances, pollutants, contaminants or wastes on the Property, (iii) allowed the migration of any petroleum, or petroleum products, or hazardous substance from the Property onto any neighboring property, (iv) become aware of any pending or threatened litigation or proceedings before any court or any administrative agency in which any person or entity alleges the release or threat of release, on or in the Property of any petroleum, or petroleum products, or hazardous substance, (v) received actual or constructive knowledge that any governmental or quasi-governmental authority or agency (federal, state or local) or any employee or agent thereof has determined, or threatens to determine, that there is a release or threat of release on or in the Property of any petroleum, or petroleum products, or hazardous substance. There have been no communications or agreement with any governmental or quasi-governmental authority or agency (federal, state or local) or any person or entity, including, but not limited to, any prior owners of the Property relating in any way to the release or threat of release, on or in any part of the Property of any petroleum, or petroleum products, or hazardous substance. For purposes of this Contract, "hazardous substance" shall mean any matter giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, clean air and water, or under any common law theory based on nuisance or strict liability;
- ii. To the best of Seller's knowledge, there are no underground storage tanks, pipe lines, dry wells, or other underground storage structures whether active or inactive located on the Premises; and
- iii. To the best of Seller's knowledge, no polychlorinated biphenyls, asbestos or hazardous substances were stored, treated or disposed of on the Premises, and

that there currently are no polychlorinated biphenyls, asbestos or hazardous substances located on the Premises.

- (g) Mechanics Liens. Seller has fully paid all bills, claims and obligations for labor performed and materials furnished for or on behalf of Seller in and about the improvement of the Premises, and no such bills, claims or obligations are outstanding or unpaid.
- (h) Encroachments. To the best of Seller's knowledge, no improvements upon the Premises encroach upon adjoining real estate, nor do any improvements upon adjoining real estate encroach upon the Premises.
- (i) Special Assessments. There are no special assessments against the Premises and to the best of Seller's knowledge; there are no proceedings for special assessments against the Premises.
- (j) Authority. Seller is duly organized and validly existing under the laws of the State of Illinois and is in good standing and qualified to do business in Illinois. Seller has all requisite corporate power and authority and is fully authorized (pursuant to all necessary corporate action) to enter into this Contract and perform the obligations under this Contract and to carry out the transactions contemplated hereby. Neither the execution or delivery of this Contract nor the consummation of the transactions provided for herein or the fulfillment of the terms and conditions hereof shall result in a breach of any terms, conditions or provisions or constitute a default under, with or without giving notice or lapse of time or both, or conflict with any provision of law or of Seller's Articles of Organization or Operating Agreement or of any other agreement, indenture or instrument to which Seller is a party or by which it is bound.
- (k) Subdivision, Roadway and Utilities. All subdivision requirements of applicable governmental entities that apply to the Premises have been met, the Premises has access to a public street (publically used, dedicated and accepted) and, all utilities including, without limitation, gas, electric, water, sanitary sewer, storm sewer and data/telephone are available at the boundary line of the Premises.
- (l) Flood Plain. The Premises is not located in a flood plain.
- (m) Casualty Insurance. Until Closing, Seller shall, at its expense, keep the Premises and the improvements thereon constantly insured with an insurance company against loss by fire and other casualties with extended coverage in the same amounts as currently carried by Seller as of the date hereof.

Buyer acknowledges that except as expressly stated herein, neither Seller nor Seller's agents, have made any representations regarding zoning laws, building lines, use and occupancy restrictions, or conditions and covenants of record.

10. **EVIDENCE OF TITLE.** Seller shall provide Buyer with a 2006 ALTA form title commitment ("Title Commitment") for a 2006 ALTA Form Owner's Title Insurance Policy, including extended coverage ("Title Policy") issued by Chicago Title Insurance Company or such other reputable title insurance company as the parties agree ("Title Insurer"), covering the Premises in the amount of the Purchase Price showing merchantable record title to the Premises to be in Seller. At Closing, Seller shall cause the Title Insurer to issue the Title Policy to Buyer (in accordance with the Title Commitment provided for in this Section 10), subject only to the Permitted Objections and other matters approved or waived in writing by the Buyer. Within ten (10) days after Buyer's receipt of the aforesaid Title Commitment and ALTA Survey (as defined below), Buyer shall furnish to Seller written notification of any objections to or defects in title of record set forth in the Title Commitment or ALTA Survey. If Buyer fails to give said notice within said ten (10) day period, Buyer shall be deemed to have accepted all matters then affecting title to the Premises set forth in the Title Commitment and ALTA Survey ("Permitted Objections"). If Buyer does give said notice, Buyer shall be deemed to have accepted all matters set forth in the Title Commitment and the ALTA Survey not set forth in the notice. After receipt of said notice, Seller shall have the right, at its election, to endeavor to cure such objections to or defects in title set forth therein and shall notify Buyer of such election within five (5) days. If Seller does elect to endeavor to cure such objections to or defects in title, it shall promptly commence and diligently pursue efforts to cure such objections. In the event Seller fails to cure Buyer's objections to or defects in title within twenty (20) days of receiving notice of such objections to or defects in title, or if Seller shall determine that its efforts to cure will not be successful, Buyer may either (i) waive such title objections to or defects in title and proceed with closing hereunder or (ii) terminate this Contract as provided in Section 13.

11. **BUYER'S DUE DILIGENCE.** Buyer may engage in due diligence analysis with respect to the Premises. With prior notice to Seller, Buyer, its employees, agents, representatives and independent contractors shall have the right to enter upon the Premises at any reasonable time during normal business hours to perform such tests, measurements, inspections and other activities (including without limitation soil, mine subsidence and environmental explorations) of the Premises that Buyer desires to make at Buyer's sole cost and expense; provided with respect to any drilling activities Buyer shall obtain Seller's prior written consent. In addition, Buyer may conduct such other due diligence with respect to the Premises as Buyer, in its sole discretion, deems reasonable including, without limitation, the size and location of utilities, zoning and other applicable government documentation. If Buyer determines that the Premises is not acceptable to Buyer in Buyer's sole discretion, then Buyer shall have the right to terminate this Contract as provided below.

The Buyer's satisfaction of itself of the matters set forth in this Section 11 shall be done for the Buyer's own account and not as a representative or agent of the Seller. Further, the Buyer shall

forever fully protect, defend and hold the Seller harmless from all reasonable losses, costs, damages, attorneys' fees and expenses of every kind and nature whatsoever which the Seller may suffer, expend or incur and which arise out of, relate to, or are in any way connected with the Buyer's due diligence activities pursuant to this Section 11. Further, the Buyer shall, within seven (7) days of recordation, pay and discharge of record or bond over all mechanics' and materialmen's liens which

12. **CONDITIONS ON THE OBLIGATIONS OF SELLER.** The obligations of the Seller to consummate the transactions contemplated by this Contract shall be subject to the satisfaction or fulfillment on or before the Closing Date of each of the following conditions, any one or more of which may be waived only in writing by the Seller:

- (a) Effective the Closing Date, the Seller and Buyer shall sign a lease in a form that is substantially similar to the form attached hereto as Exhibit A ("Lease") whereby Buyer shall lease the real estate legally described in Exhibit 1 to the Lease from Seller, provided however, that Seller may terminate the Contract if Seller and Buyer are unable to agree on the parking layout set forth in Exhibit 2 to the Lease;
- (b) Effective the Closing Date, the Buyer shall terminate all of their interest in that certain Easement Agreement filed with the Office of Tazewell County Recorder as Document No. 9725389 by signing the Release of Easement in a form that is substantially similar to the form attached hereto as Exhibit B ("Buyer Easement Release"); and
- (c) Effective the Closing Date, the Seller and the Buyer shall sign a Reciprocal Easement Agreement in a form that is substantially similar to the form attached hereto as Exhibit C ("Joint Easement Agreement").

13. **CONDITIONS ON THE OBLIGATIONS OF BUYER.** The obligations of the Buyer to consummate the transactions contemplated by this Contract shall be subject to the satisfaction or fulfillment on or before the Closing Date of each of the following conditions, any one or more of which may be waived only in writing by the Buyer:

- (a) Effective the Closing Date, the Seller and Buyer shall sign the Lease, provided however, that Buyer may terminate the Contract if Seller and Buyer are unable to agree on the parking layout set forth in Exhibit 2 to the Lease;
- (b) Effective the Closing Date, the Seller shall terminate all of their interest in that certain Easement Agreement filed with the Office of Tazewell County Recorder as Document No. 9725389 by signing Release of Rights Under Easement Agreement in a form that is substantially similar to the form attached hereto as Exhibit D ("Seller Easement Release");

- (c) Effective the Closing Date, the Seller and the Buyer shall sign the Joint Easement Agreement;
- (d) Effective the Closing Date, Heartland Bank and Trust Company sign and deliver to Buyer the Amendment to the Deed Restriction/Covenant in a form that is substantially similar to the form attached hereto as Exhibit E ("Heartland Amendment");
- (e) Effective the Closing Date, Seller shall sign the Right of First Refusal in a form that is substantially similar to the form attached hereto as Exhibit F ("Right of First Refusal");
- (f) If this Contract has not have been duly approved by the City Council of the City of Washington on or before the Closing Date, then Buyer may terminate this Contract and the parties shall have no further rights or liability under this Contract; and
- (g) If all of the conditions set forth in Sections 10 and 11 are not satisfied (or waived by Buyer) on or before the Closing Date, then Buyer may terminate this Contract and the parties shall have no further rights or liability under this Contract.

14. **SELLER'S AFFIDAVIT**. Seller shall execute at the Closing a standard Seller's Affidavit on the form approved by the Peoria County Bar Association. The Seller's Affidavit will be prepared and provided by the Buyer to the Seller. If a term or provision in the standard Seller's Affidavit differs from the actual terms or provisions of this Contract or any amendments, the terms of the Seller's Affidavit will be modified to conform to the terms or conditions as provided for in this Contract.

15. **TAXES AND ASSESSMENTS**. Real estate taxes and any special service district taxes shall be prorated through (and including) the date of possession and a credit for same allowed Buyer. If the amount of the taxes is not then ascertainable, prorating shall be on the basis of the most current net taxable value of the property (current equalized assessed value, less all exemptions) times the most current tax rate. All exemptions shall extend to the benefit of Buyer. Special assessments which are a lien upon the Premises as of the date of closing shall be Seller's expense and paid in full at closing or a credit for same allowed Buyer. Transfer taxes shall be paid by Seller.

16. **DEFAULT**. If either party does not perform any obligation under this Contract (a "default"), the non-defaulting party shall give written notice of the default to the defaulting party. Notice must be given no later than seven (7) days after the scheduled closing date (or any written extension thereof) or possession. Failure to provide the notice shall limit available remedies of the non-defaulting party to recovery of the earnest money deposit. If notice is properly given, and the defaulting party does not cure the default within ten (10) days of the notice, the non-defaulting party may pursue any remedy available in law or equity, including specific performance. Amounts recoverable for damages are not limited to the amount of the earnest money deposit. In the event of

litigation, the defaulting or losing party shall pay upon demand the reasonable attorney's fees and court costs (if any) incurred by the prevailing party.

17. **EARNEST MONEY**. Upon receipt of a written request by Buyer or Seller for return or delivery of the earnest money, the holder shall promptly give the other party a copy of such request, and provide both parties a statement of how the holder proposes to distribute the earnest money. If the holder does not receive written objection to the proposed distribution from Buyer or Seller within thirty (30) days from service of the request and statement, the holder may proceed to distribute the earnest money in accordance with the proposed distribution. The Buyer and Seller instruct the holder of the earnest money that in the event of any dispute regarding the right to the earnest money, the holder shall retain the funds until receipt of joint written instruction from both Seller and Buyer or Order of Court. Alternatively, the holder may interplead any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer, and the holder may retain from the funds the amount necessary to reimburse holder for court costs and reasonable attorney's fees incurred due to the interpleader. If the amount held is inadequate to reimburse holder for court costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify holder for additional costs and fees incurred.

18. **NOTICES**. Any notice required under this Contract shall be in writing and shall be deemed served upon Seller or Buyer when personally delivered, deposited for mailing by first class mail, or sent by facsimile with written confirmation by first class mail sent the same day to the Buyer, Seller or their Attorneys at the addresses and facsimile numbers set forth herein.

19. **RESPA; FIRPTA; IRPTA AND RELATED DOCUMENTS**. If applicable, Seller and Buyer agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, and (if Seller is not a citizen of the United States) furnish such action and documents as are necessary to comply with the Foreign Investment in Real Property Tax Act. The parties further agree to execute and deliver any other documents reasonably necessary to effectuate compliance with any other provisions of law required in connection with this transaction.

20. **ENTIRETY OF AGREEMENT**. This Contract contains the entire agreement and all exhibits attached to this Contract, between the parties and NO ORAL REPRESENTATION, WARRANTY or COVENANT exists. This Contract supersedes and nullifies any agreement (or offer or counteroffer) as may have been given and entered into by the parties prior to the date of the acceptance hereof.

21. **PERFORMANCE**. Except for acceptance (of offer or counteroffer), possession or counteroffer, whenever the time for performance falls upon a Saturday, Sunday, or state or federal holiday, the time for performance shall be extended to the next business day.



22. **TIME OF THE ESSENCE.** Time for performance of the obligations of the parties is of the essence of this Contract.

23. **INDEMNITY.** Seller hereby agrees to indemnify, defend and hold harmless Buyer and its officers, shareholders, directors, employees, agents and beneficiaries against any and all losses, liabilities, fines and penalties and damages (including, without limitation, any damages or injury to persons, property or the environment as provided hereunder), or actions or claims in respect thereof, except for liabilities specifically assumed by the Buyer pursuant to the terms of the Contract (including, without limitation, amounts paid in settlement and reasonable cost of investigation, reasonable attorneys' fees and other legal expenses) resulting from claims (whether or not ultimately successful) to which the Buyer or any of its officers,, employees, beneficiaries or agents may become subject or which the Buyer or any of its officers, employees, beneficiaries or agents may suffer or incur either directly or indirectly, insofar as such losses, liabilities or damages (or actions or claims in respect thereof) arising out of, are with respect to, or are based upon: (i) the inaccuracy in any respect of any representation or warranty, or a breach of any covenant of the Seller contained herein; (ii) any obligations, liabilities or charges of the Seller not expressly assumed by the Buyer except to the extent that Buyer receives a credit therefor on the closing statement; (iii) any misrepresentation in, or omission of a material fact from, any opinion, certificate or instrument of transfer or conveyance to be furnished to the Buyer by or on behalf of the Seller under this Contract; or (iv) the ownership of the Premises on or prior to the Closing Date.

24. **BROKERAGE COMMISSIONS.** In the event Seller has engaged a broker in connection with the sale of the Premises, Seller shall be responsible for paying any commission payable to such broker and Seller agrees to indemnify and hold Buyer harmless against any brokerage commissions due to any real estate broker claiming to have been engaged by Seller with regard to this transaction.

25. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

26. **SURVIVAL.** The representations, warranties, covenants and agreements contained in this Contract shall survive the Closing and the delivery of the deed without limitation.

27. **BINDING EFFECT.** The provisions of this Contract shall inure to the benefit of and bind the successors and assigns of the parties hereto.

28. **AMENDMENT AND WAIVER.** This Contract may be amended at any time in any respect only by an instrument in writing executed by Seller and Buyer. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

29. **CHOICE OF LAW.** It is the intention of Seller and Buyer that the internal laws of Illinois, and not its law of conflicts, shall govern the validity of this Contract, the construction of its terms and interpretation of the rights and duties of Buyer and Seller.

30. **DISCREPANCY IN DESCRIPTION.** At Buyer's request, if the description of the Premises set forth in Section 1 does not correctly describe the Premises to be purchased hereunder, as legally described in the ALTA Survey, the description of the Premises set forth in Section 1 shall be modified to correctly describe the same in accordance with the ALTA Survey.

31. **DELIVERY BY FACSIMILE OR PDF.** This Contract, the agreements referred to in this Contract, and each other agreement or instrument entered into in connection with this Contract, to the extent signed and delivered by means of a facsimile machine or by emailed PDF, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party to this Contract or to any such agreement or instrument shall raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted through the use of a facsimile machine or email as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

BUYER'S OFFER MADE THIS 6th DAY OF October, 2016.

CITY OF WASHINGTON, Buyer

By: \_\_\_\_\_  
Jim Culotta, City Administrator

SELLER'S ACCEPTANCE OF OFFER, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_:

GROSS ENTERPRISES, LLC, Seller

By: \_\_\_\_\_  
Judy Gross, Manager

Exhibits

A Lease

B Buyer Easement Release

C Joint Easement Agreement

D Seller Easement Release  
E Heartland Amendment  
F Right of First Refusal

Exhibit A

**PARKING LOT LEASE**

This Parking Lot Lease ("**Lease**") is entered into on \_\_\_\_\_, 2016, between the City of Washington, an Illinois home-rule municipal corporation, whose mailing address is 301 Walnut Street, Washington, Illinois 61571 ("**Tenant**") and Gross Enterprises, LLC, an Illinois limited liability company, whose mailing address is 201 South Main Street, Washington, Illinois 61571 ("**Landlord**").

**BACKGROUND**

A. Landlord owns the real property legally described in Exhibit 1, together with all buildings and improvements thereon belonging to the Landlord ("**Real Property**").

B. Tenant desires to lease the Real Property owned by Landlord and Landlord and Tenant desire to enter into a written lease to set forth the terms and conditions of the lease.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Demise of Premises. The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, for the term or terms and upon the provisions hereinafter specified, the Real Property.

2. Term. The Tenant is hereby leasing the Real Property for the initial term commencing on \_\_\_\_\_, 20\_\_ (the "**Effective Date**") and terminating on April 30, 2026 (the "**Initial Term**"). The Lease shall automatically renew for successive terms of one (1) year, unless Landlord or Tenant notifies the other party in writing of its desire to terminate this Lease no later than sixty (60) days prior to the end of the Initial Term or any subsequent one (1) year term. If neither Landlord nor Tenant provides such written notice at the end of the initial term or any subsequent term, the Lease will be deemed renewed for the next one (1) year term.

3. Rent. The Tenant shall pay rent to the Landlord in the amount equal to the sum of (a) the real estate taxes assessed on the Real Property payable in the previous lease year plus Two Hundred and No/100 Dollars (\$200.00) on or before the later of May 1 of each year or ten (10) days after the date the real estate tax bill for the Real Property is received by the Tenant. The first rent payment shall be made no earlier than May 1, 2017 and the portion of the real estate taxes payable by Seller shall be the real estate taxes multiplied by \_\_\_\_\_. After the term of the Lease, Tenant shall make a final rent payment equal to the real estate tax bill for the final year of the Lease divided by three. The final rent payment shall be made on or before ten (10) days after the date the real estate tax bill for the Real Property is received by the Tenant. The rent may also be adjusted pursuant to Section 10 of this Lease.

4. Taxes. The Landlord shall be responsible for payment of all property taxes assessed against the Real Property during the term of the Lease. Tenant shall not be liable for any income, excise, excess profit, succession, transfer, franchise, betterment or other tax levied against the Landlord, all of which shall be the obligation of the Landlord.

5. Use. Tenant's use of the Real Property shall be limited to public parking and other public uses. Tenant shall be authorized to set time limits on public parking and enforce Tenant's parking ordinances, rules and regulations.

6. Pavement Improvement. Tenant, at Tenant's expense, shall repave the surface of the Real Property and paint parking strips in accordance with the layout set forth in Exhibit 2 on or before September 1, 2017.

7. Maintenance and Repair. Tenant shall, at Tenant's expense, provide maintenance, cleaning and repair services for the Real Property, including any necessary sweeping and/or snow removal. Such maintenance shall keep the Real Property in good working order and be in accordance with the Tenant's usual and customary standards. Such maintenance shall include necessary pavement patching and repair (limited to \$1,000 per patch), mowing, bush and tree trimming, (if any are adjacent to parking lot frontage), signage, sealing and striping of the pavement. Tenant shall not be obligated to repave the Real Property other than the patching and repair reference in the preceding sentence and as provided in Section 6 of this Lease. Tenant shall not be obligated to maintain any lot lighting unless such lighting was first installed by the Tenant after the Effective Date. During the term of this Lease, Landlord and Tenant hereby acknowledge that this Section 7 supersedes the maintenance, repair and replacement obligations of the parties set forth in Section 3 of the Reciprocal Easement Agreement dated \_\_\_\_\_, 2016 that is recorded in the Office of the Tazewell County Recorder as Document No. \_\_\_\_\_.

8. Default. If either party shall be in default of any of the provisions hereof, the other party may, in addition to any other remedy that may be available, terminate this Agreement; provided, however, that the non-defaulting party shall first give written notice of such default to the other party, who shall have ten (10) days after receipt of such notice to remedy such default. Notice of default shall be sent via Certified Mail, return receipt requested, to the respective correspondence address listed above.

9. Insurance. Tenant agrees to and shall, prior to the Effective Date, secure from a good and responsible company or companies doing insurance business in the State of Illinois, and maintain during the Initial Term and any subsequent terms of this Lease comprehensive public liability insurance, insuring against claims, demands and actions with respect to bodily injury, death or property damage arising from Tenant's use of the Real Property, with minimum limits of coverage in an amount not less than is commercially reasonable as determined by the Tenant. Landlord shall be named as an additional insured of such policy.

10. Landlord's Right to Reserve Parking Spaces. During the term of this Lease, Landlord may reserve up to five (5) spaces identified in Exhibit 2 for its exclusive use on Mondays through Fridays from 8:00 a.m. to 5:00 p.m. by providing written notice to Tenant

(“**Landlord Exclusive Parking**”). If Landlord exercises its right to reserve Landlord Exclusive Parking during the Initial Term, Landlord shall pay Tenant a Parking Improvement Fee calculated in Section 11 of this Lease. Additionally, if Landlord exercises its right to reserve Landlord Exclusive Parking, the annual rent shall be multiplied by a fraction, the numerator of which is the number of parking spots reserved for Landlord’s exclusive use and the denominator is the number of parking spots in the Real Property (including Landlord Exclusive Parking). Upon Landlord exercising its right to reserve Landlord Exclusive Parking, the term “**Real Property**” shall not include the portion of the Real Property that consists of the Landlord Exclusive Parking.

11. Parking Improvement Fee. The Parking Improvement Fee shall be equal to: (a) the total cost of the parking lot improvement described in Section 6 of this Lease, multiplied by (b) 34.09%, multiplied by (c) a fraction the numerator of which is the number of parking spots reserved for Landlord’s exclusive use and the denominator is the number of parking spots in the Real Property; multiplied by (d) the Lease Year Termination Percentage. The “Lease Year Termination Percentage is equal to:

<b>Lease Year Landlord Exercises Exclusive Parking Space Rights</b>	<b>Lease Year Termination Fee Percentage</b>
Effective Date – April 30, 2017	100%
May 1, 2017-April 30, 2018	90%
May 1, 2018-April 30, 2019	80%
May 1, 2019-April 30, 2020	70%
May 1, 2020-April 30, 2021	60%
May 1, 2021-April 30, 2022	50%
May 1, 2022-April 30, 2023	40%
May 1, 2023-April 30, 2024	30%
May 1, 2024-April 30, 2025	20%
May 1, 2025-April 30, 2026	10%
Lease Years beginning on or after May 1, 2026	0%

12. Miscellaneous Provisions.

(a). The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

(b). This Lease shall be construed, enforced and governed in all respects in accordance with the laws and the statutes of the State of Illinois.

(c). Tenant may not assign its rights under this Agreement, in whole or in part, nor shall the Real Property or any part thereof be sublet, nor shall any rights or privileges granted by this Lease be sold, transferred or assigned without first obtaining the written consent of Landlord.

(d). The invalidity of any particular term or provisions of the Lease shall not affect the validity of the remaining terms and provisions hereof.

(e). No alterations to or modification of the terms or the provisions of this Lease shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

(f). All notices provided by this Lease shall be given in writing (i) either by actual delivery of the notice to the party thereunder entitled, or (ii) by mailing of the notice in the United States mail, first-class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received (i) on the date of its actual receipt by the party entitled thereto and (ii) on the date of its mailing. All notices, demands or other communications to any of the parties to this Lease shall be addressed as described above. The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

(g). Any waiver by a party hereto of a breach of any term or condition of this Lease shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

(h). Nothing contained in this Lease shall be deemed or construed as creating a relationship of principal and agent, or of partnership or of joint venture between the parties hereto.

(i). Time is of the essence of each and every provision, covenant, and condition herein contained and on the part of Tenant or Landlord to be done and performed.

(j). For the convenience of the parties, this Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(k). Tenant will permit no lien, notice of intention to file lien, or other charges (whether arising out of work of Tenant or any contractor, subcontractor, mechanic, laborer or material man of Tenant or any mortgage, conditional sale, security agreement, chattel mortgage or otherwise) which might be or become a lien or encumbrance or charge upon the Real Property or any part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their signatures this \_\_\_\_ day of \_\_\_\_\_, 2016.

**[Remainder of Page Left Intentionally Blank]**

**TENANT:**

City of Washington, Illinois

By:\_\_\_\_\_

Name: Gary W. Manier

Its: Mayor

Attest:

By:\_\_\_\_\_

Name: Patricia Brown

Its: City Clerk

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF PEORIA                 )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Gary W. Manier, personally known to me to be the Mayor and City Clerk, respectively, of the City of Washington, Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Mayor and City Clerk, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as such Mayor and City Clerk, and as the free and voluntary act of the City of Washington, Illinois, for the uses and purposes therein set forth; and on their oath stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public



**LANDLORD:**

Gross Enterprises, LLC

---

Judy Gross, Manager

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JUDY GROSS, personally known to me to be the Manager of Gross Enterprises, LLC. appeared before me this day in person and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act and the free and voluntary act of such limited liability company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_day of \_\_\_\_\_, 2016.

---

Notary Public

00167932.DOC

Exhibit B

This document prepared by  
and after recording return to:

Derek A. Schryer  
Davis & Campbell L.L.C.  
401 Main Street, Suite 1600  
Peoria, Illinois 61602  
Ph: (309) 673-1600  
Fax: (309) 673-1690  
Email: [daschryer@dcamplaw.com](mailto:daschryer@dcamplaw.com)

**RELEASE OF EASEMENT**

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Washington releases all right to that certain easement granted by BANKPLUS fsb, in an Easement Agreement dated November 17, 1997, recorded in the office of the Recorder of Deeds of Tazewell County, Illinois, as document number 9725389.

The easement released is more fully described as follows:

The West fifty-four (54) feet of the North twelve (12) feet of even width of Lot Twenty-six (26) in the Original Town, now City of Washington, Tazewell County, Illinois.

This Release of Easement is given pursuant to authority granted by a duly enacted ordinance of the City of Washington.

Dated this \_\_\_ day of \_\_\_\_\_, 2016.

**[Remainder of Page Left Intentionally Blank]**

City of Washington, Illinois

By: \_\_\_\_\_

Name: Gary W. Manier

Its: Mayor

Attest:

By: \_\_\_\_\_

Name: Patricia Brown

Its: City Clerk

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Gary W. Manier, personally known to me to be the Mayor and City Clerk, respectively, of the City of Washington, Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Mayor and City Clerk, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as such Mayor and City Clerk, and as the free and voluntary act of the City of Washington, Illinois, for the uses and purposes therein set forth; and on their oath stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

Exhibit C

This document prepared by and  
return to after recording:

Derek A. Schryer  
Davis & Campbell L.L.C.  
401 Main Street, Suite 1600  
Peoria, Illinois 61602  
(309) 673-1681  
daschryer@dcamplaw.com

**RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (this “**Agreement**”), made and entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between The City of Washington (“**City**”), with an address of 301 Walnut Street, Washington, Illinois 61571, and Gross Enterprises, LLC, with an address of 201 South Main Street, Washington, Illinois 61571 (“Gross Enterprises”) [individually, a “**Party**”, and collectively, the “**Parties**”];.

**WITNESSETH:**

WHEREAS, under a separate agreement between the parties, the City has acquired title to a tract of land located in the City of Washington, Tazewell County, Illinois, described on Exhibit A attached hereto (the “**City Parcel**”) and depicted in the Plat of Survey prepared by \_\_\_\_\_ and recorded \_\_\_\_\_, 2016 as Document Number \_\_\_\_\_ (hereinafter the “**Plat**”);

WHEREAS, Gross Enterprises owns property described on Exhibit B attached hereto (the “**Gross Enterprises Parcel**”) which “Gross Enterprises Parcel” lies adjacent to the “City Parcel” and is depicted in the Plat; and

WHEREAS, Gross Enterprises desires to obtain and City is willing to grant an easement upon, over and across a portion of the “City Parcel” shown as “Easement \_\_\_” on the Plat (hereinafter the “**Gross Enterprises Easement**”) as a means of providing Gross Enterprises ingress and egress to Gross Enterprises Parcel as shown on the Plat in accordance with the terms and conditions of this Agreement. The Gross Enterprises Easement is legally described on Exhibit C attached hereto.

WHEREAS, City desires to obtain and Gross Enterprises is willing to grant an easement upon, over and across a portion of Gross Enterprises’ property shown as part of “Easement \_\_\_” on the Plat (hereinafter the “**City Easement**”) as a means of providing City ingress and egress to

the City Parcel as shown on the Plat, in accordance with the terms and conditions of this Agreement. The City Easement is legally described on Exhibit D attached hereto.

WHEREAS, the Gross Enterprises Easement and the City Easement shall be collectively referred to as the “**Easement Area**”.

NOW, THEREFORE, for and in consideration of the mutual grants and promises provided herein, City and Gross Enterprises hereby subject their portion of the Easement Area to the easements, covenants and restrictions hereinafter set forth.

1. Incorporation of Background. The prefatory statements set forth above are material to and incorporated in and made a part of this Agreement.

2. Easements for Vehicular and Pedestrian Ingress and Egress.

(a) City to Gross Enterprises. City hereby grants, gives and conveys to Gross Enterprises and its successors and assigns, as easements appurtenant to the Gross Enterprises Parcel, non-exclusive, irrevocable and perpetual easements for ingress and egress over, upon and across Gross Enterprises Easement depicted and legally described on the Plat, as those areas may from time to time be constructed and maintained for such use, for the passage and accommodation of people and passenger, commercial and industrial vehicular traffic to provide access for motor vehicle and pedestrian traffic to and from the Gross Enterprises Parcel from and to the public roadway commonly known as High Street, Washington, Illinois.

(b) Gross Enterprises to City. Gross Enterprises hereby grants, gives and conveys to City and its successors and assigns, as easements appurtenant to the City Parcel, non-exclusive, irrevocable and perpetual easements for ingress and egress over, upon and across City Easement depicted and legally described on the Plat, as those areas may from time to time be constructed and maintained for such use, for the passage and accommodation of people and passenger, commercial and industrial vehicular traffic to provide access for motor vehicle and pedestrian traffic to and from the City Parcel from and to the public roadway commonly known as Ford Lane, Washington, Illinois.

3. Maintenance, Repair and Replacement. The Parties acknowledge that it is desirable to coordinate the joint maintenance, repair and replacement of the improvements located on or that are part of the easements described in Easement Area and the Parties shall mutually agree on the maintenance, repairs and replacements to be made to such easements as well as the service provider(s) to perform such work. Except as may otherwise be provided in a lease agreement between the Parties, the cost of such maintenance, repairs and replacements will be divided 34.09% to Gross Enterprises and 65.91% to the City (the Party paying the vendor will be reimbursed by the other Party within 30 days after delivering a copy of the invoice requesting payment). For the avoidance of doubt, maintenance and repair shall include, without limitation, the prompt removal of trash, debris, snow and ice, to patch, stripe and resurface the road easements and to maintain and repair the base, poles, lenses, wiring and bulbs of any parking lot lights. In the event the Parties are unable to mutually agree upon maintenance, repairs and/or

replacements to be made and the service provider to perform such work then the City shall perform such maintenance, make such repairs or construct such replacements in a commercially reasonable manner and the cost of such services will be paid as provided in this Section 3.

4. Liens, Rights and Remedies

(a) **Lien Rights.** If, at any time, a Party fails (“Defaulting Party”) within ten (10) days after notice or demand to pay any sum of money due any other Party (“Creditor Party”) under or pursuant to the provisions of this Agreement, then, in addition to any other rights or remedies the Creditor Party may have, the Creditor Party shall have (a) a lien against the Parcel(s) owned by the Defaulting Party, and (b) for a default under Section 5(b), a lien against any insurance proceeds payable to the Defaulting Party for such loss or damage described in Section 5(b), to secure the repayment of such sum of money and all interest on such sum accruing pursuant to the provisions of this Section 4. Such liens shall arise immediately upon the recording of a notice by the Creditor Party with the Office of the Recorder of Deeds, Tazewell County, Illinois, and may be enforced by a proceeding in law or equity. Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon shall have been paid in full. The liens provided for in this Section 4(a) shall be subject and subordinate to any mortgage, trust deed or other encumbrance constituting a lien on the Parcel owned by the Defaulting Party, including without limitation any first mortgage.

(b) **Mortgagee Subrogation.** The holder of a mortgage or trust deed on all or any portion of the Defaulting Party’s Parcel shall have the right to be subrogated to the position of the holder of any lien arising pursuant to this Section 4 affecting the Defaulting Party’s Parcel upon payment of the amount secured by such lien.

(c) **Default Interest.** Interest shall accrue on sums owned by a Defaulting Party to a Creditor Party and shall be payable from the date any such sum first became due hereunder until paid in full, at a rate of interest equal to the lesser of: (i) the floating rate that is equal to three percent (3%) per annum in excess of the prime rate of interest from time to time published in the *Wall Street Journal*, or any successor, or (ii) the then maximum lawful rate of interest in Illinois applicable to the capacity of the Defaulting Party and the nature of the debt.

(d) **Remedies not Exclusive.** The rights and remedies of a Party provided for in this Section 4 or elsewhere in this Agreement are cumulative and not intended to be exclusive of any other remedies to which such Party may be entitled at law or in equity or by statute. Either Party may enforce, by a proceeding in equity for mandatory injunction, without bond, the other Party’s obligation to execute or record any document that such other Party is required to execute under or pursuant to this Agreement. The exercise by the Party of any right or remedy to which it is entitled hereunder shall not preclude or restrict the exercise of any other right or remedy provided hereunder.

(e) **No Set-Off.** Each claim of any Party arising under this Agreement shall be separate and distinct, and no defense, set-off, offset or counterclaim arising against the

enforcement of any lien or other claim of any Party shall thereby be or become a defense, set-off, offset or counterclaim against the enforcement of any other lien or claim.

(f) **Limitations on Actions.** Actions to enforce any right, claim or lien under this Agreement shall be commenced within three (3) years immediately following the date the cause of action accrued, or such other shorter period as may be provided by law or statute; provided, however, that if prior to expiration of the period in which such action must be commenced, the holder of a first mortgage is diligently proceeding to foreclose its first mortgage, then such period in which an action by the Party must be commenced shall be further extended for such additional time as may reasonably be necessary in order for the holder of the first mortgage to obtain possession of the Parcel that it encumbers.

(g) **Attorneys Fees.** A Defaulting Party shall pay the reasonable attorneys' fees and court costs paid or incurred by a Creditor Party in successfully enforcing its rights against a Defaulting Party under this Agreement.

5. **General Covenants and Restrictions.** The Parties covenant and agree generally as to all of the various easements set forth in this Agreement as follows:

(a) **Limits on Interference.** The Parties agree that they will not unnecessarily interfere with the use and enjoyment of the other Party's easement.

(b) **Insurance.** Each Party shall secure and maintain in full force and effect insurance coverage for their respective Parcels and their respective activities under this Agreement, for commercial general liability in an aggregate amount of at least \$2 million, with a per occurrence limit of at least \$1 million. Certificates evidencing such insurance will be made available for examination upon request by the other Party.

(c) **Right to Perform the Other Party's Obligations.** If a Party (the "Failing Party") shall fail to perform any obligation imposed upon it hereunder or shall violate any term, provision or condition of this Agreement, the other Party(s) (the "Curing Party") of a Parcel may give notice to the Failing Party specifying the failure or violation. If the Failing Party refuses or fails to undertake, or to agree to or commence to undertake, in each case within ten (10) days after such notice, and thereafter diligently cure the failure or violation, the Curing Party may, but shall not be obligated to, enter upon the Failing Party's Parcel and cure such failure or violation. In such event the Curing Party shall provide the Failing Party with a good faith estimate of the cost of curing the violation and give the Failing Party time to cure the violation. Notwithstanding the foregoing, in the event of an emergency and/or in the event access to or from the Curing Party's Parcel is restricted or limited in any respect, the Curing Party shall not be required to give notice to the Failing Party and the Curing Party may, but shall not be obligated to, immediately enter upon the Failing Party's Parcel and cure such situation. In the event the Curing Party undertakes such cure (in an emergency or otherwise), the Curing Party shall not be liable or responsible to the Failing Party for any losses or damages thereby sustained by the Failing Party or anyone claiming by, through or under the Failing Party, except for

the Curing Party's gross negligence or willful misconduct. If the Curing Party undertakes the aforesaid cure, all the costs and expenses therefore shall be assessed and paid by the Failing Party (or proratably by the then owners of the Failing Party's Parcel) within thirty (30) days of the rendering of a statement therefore, which statement shall specify the details of the acts performed and the costs related thereto.

(d) Taxes. The Parties agree that they will pay their respective real estate taxes when due and owing as to their respective Parcels and further agree that the existence of easements on or across their respective Parcels for the benefit of the other Party will not alter or otherwise shift that Party's real estate tax burden with respect to that Party or Parcel.

(e) Liens. In the event any mechanic's lien is filed against the Parcel of a Party as a result of services performed or materials furnished for the use of the Party of another Parcel, the Party permitting or causing such lien to be so filed shall cause such lien to be discharged prior to the entry of final judgment (after all appeals) for the foreclosure of such lien and further shall indemnify, defend, and hold harmless the other Party and its Parcel against liability, loss, damage, costs or expenses (including reasonable attorney's fees and costs of suit) on account of such claim of lien. Upon request of the Party whose Parcel is subject to such lien, the Party permitting or causing such lien to be filed shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness that gave rise to such lien or posting bond or other security as shall be required by law to obtain such release or discharge. Nothing herein shall prevent a Party permitting or causing such lien from contesting the validity thereof in any manner such Party chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), such Party shall promptly pay in full the required amount, together with any interest, penalties, costs, or charges necessary to release such lien. For purposes of the foregoing, a Party of a Parcel shall be deemed to have permitted or caused such lien upon or against another Party's Parcel if such lien was permitted or caused by an occupant of the Parcel of such Party, or through such Party's use of an easement granted herein located on that Parcel.

(f) Notices.

(i) All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (A) on the date of delivery when delivered by hand on a business day during normal business hours or, if delivered on a day that is not a business day or after normal business hours, then on the next business day, (B) on the date of transmission when sent by facsimile transmission during normal business hours on a business day with telephone confirmation of receipt or, if transmitted on a day that is not a business day or after normal business hours, then on the next business day, (C) on the second business day after the date of dispatch when sent by a reputable courier service that maintains records of receipt or (D) five (5) business days after the date of dispatch when sent by first



class or airmail letter; provided, however, that, in any such case, such communication is addressed as provided in the immediately following paragraph (ii).

(ii) All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be addressed as follows:

if to City to:

City of Washington  
Attn: City Administrator  
301 Walnut Street  
Washington, Illinois 61571  
Telephone: (309) 444-1123  
Facsimile: (309) 444-9779

or to such other address as the City may designate in a written notice to Gross Enterprises; and

if to Gross Enterprises, to:

Gross Enterprises, LLC  
Attention: Manager  
201 S. Main Street  
Washington, Illinois 61571  
Telephone: (309) 251-1118

or to such other address as Gross Enterprises may designate in a written notice to the City.

(g) Force Majeure. Neither Party shall be liable for delay in delivery or nonperformance in whole or in part (other than a failure to pay any amount due hereunder), nor shall the other Party have the right to terminate this Agreement, where delivery or performance has been affected by a condition beyond such Party's reasonable control, including fires, floods, earthquakes, embargoes, shortages, epidemics, quarantines, war, acts of war (whether war be declared or not), terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, or omissions or delays in acting by any government authority; provided, however, that the Party affected by such a condition shall, within ten (10) days of its occurrence, give notice to the other Party stating the nature of the condition, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the nonperforming Party shall use commercially reasonable efforts to remedy its inability to perform.

(h) Further Assurances. Each Party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as the other Party may reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes hereof, or to better assure and confirm unto such other Party its rights and remedies under this Agreement.

(i) Relationship of Parties. The relationship between the Parties is that of independent contractors. Neither Party, nor any employee or agent of a Party, shall have the authority to bind or act on behalf of the other Party without its prior written consent. No employee or agent of a Party shall be considered to be an employee of the other Party. Each Party shall be solely and entirely responsible for its acts and the acts of its Affiliates, and for the acts of its and its Affiliates employees, consultants and agents, during performance of this Agreement. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or business organization of any kind.

(j) No Benefit to Third Parties. The easements, agreements, covenants and representations contained herein are for the benefit of the Parties and are not for the benefit of any third person.

(k) Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed and recorded in the Tazewell County Recorder's office by both Parties.

(l) Severability. If any provision, sentence, phrase or word of this Agreement or the application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. The Parties shall make a good faith effort to replace the invalid or unenforceable provision with a valid one that conforms as nearly as possible with the original intent of the Parties.

(m) Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by either Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

(n) Governing Law; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation

of this Agreement to the substantive law of another jurisdiction. Any action to enforce this Agreement shall have venue in the courts of Tazewell County, Illinois.

(o) Remedies. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies that the Party would otherwise have at law, in equity, by statute or otherwise.

(p) Binding Effect; Successors and Assigns. The terms of this Agreement and all easements reserved and established and all covenants and restrictions made hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the Parties and all successive owners of any Parcels comprising the Easement Area, their tenants, their occupants, their permittees, their mortgagees, and their respective successors and assigns and any other person who claims by, through and under such persons.

(q) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities established hereunder of the Parties, any successive owner, or any other person shall inure to the benefit of any third-party person, nor shall any third-party person be deemed to be a beneficiary of any of the provisions contained herein.

(r) Headings; Interpretation. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be construed fairly according to its terms, without regard to the identity of the drafter of any provision in this Agreement.

(s) Entire Agreement. This Agreement represents the entire understanding and agreement among the Parties with respect to the subject matter of, and the transactions contemplated by, this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above mentioned.

**City of Washington, Illinois**

By:\_\_\_\_\_

Name: Gary W. Manier

Its: Mayor

Attest:

By:\_\_\_\_\_

Name: Patricia Brown

Its: City Clerk

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_            )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Gary W. Manier, personally known to me to be the Mayor and City Clerk, respectively, of the City of Washington, Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Mayor and City Clerk, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as such Mayor and City Clerk, and as the free and voluntary act of the City of Washington, Illinois, for the uses and purposes therein set forth; and on their oath stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**Gross Enterprises, LLC**

\_\_\_\_\_  
Judy Gross, Manager

STATE OF ILLINOIS        )  
                                      ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JUDY GROSS, personally known to me to be the Manager of Gross Enterprises, LLC. appeared before me this day in person and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act and the free and voluntary act of such limited liability company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**Legal Description of the City Parcel**

**EXHIBIT B**

**Legal Description of the Gross Enterprises Parcel**

**EXHIBIT C**

**LEGAL DESCRIPTION OF GROSS ENTERPRISES EASEMENT**



**EXHIBIT D**

**LEGAL DESCRIPTION OF CITY EASEMENT**

Exhibit D

This document prepared by  
and after recording return to:

Derek A. Schryer  
Davis & Campbell L.L.C.  
401 Main Street, Suite 1600  
Peoria, Illinois 61602  
Ph: (309) 673-1600  
Fax: (309) 673-1690  
Email: [daschryer@dcamplaw.com](mailto:daschryer@dcamplaw.com)

**RELEASE OF RIGHTS UNDER EASEMENT AGREEMENT**

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Gross Enterprises, L.L.C., an Illinois limited liability company, successor-in-title to BANKPLUS, fsb, releases all rights to construct a canopy as described in that certain Easement Agreement dated November 17, 1997, recorded in the office of the Recorder of Deeds of Tazewell County, Illinois, as document number 9725389.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

**Gross Enterprises, LLC**

\_\_\_\_\_  
Judy Gross, Manager

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JUDY GROSS, personally known to me to be the Manager of Gross Enterprises, LLC. appeared before me this day in person and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act and the free and voluntary act of such limited liability company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

This document prepared by  
and after recording return to:

Derek A. Schryer  
Davis & Campbell L.L.C.  
401 Main Street, Suite 1600  
Peoria, Illinois 61602  
Ph: (309) 673-1600  
Fax: (309) 673-1690  
Email: [daschryer@dcamplaw.com](mailto:daschryer@dcamplaw.com)

### **PARTIAL AMENDMENT TO DEED RESTRICTION/COVENANT**

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Heartland Bank and Trust Co., hereby amends that certain Deed Restriction/Covenant dated February 27, 2008, recorded in the office of the Recorder of Deeds of Tazewell County, Illinois, as document number 200800003974 (“**Restrictive Covenant**”) as it relates to the real estate described in Exhibit A attached hereto (“**City Owned Parcel**”) and to the real estate described in Exhibit B attached hereto (“**City Leased Parcel**”) :

1. The use of the City Owned Parcel and the City Leased Parcel for public parking shall not violate the Restrictive Covenant.
2. The Restrictive Covenant as it relates to the City Owned Parcel shall terminate upon the earlier of the date that Heartland Bank and Trust Co. or its successor-in-interest fails to operate a retail branch within the city limits of the City of Washington, Illinois or January 1, 2027.
3. If the City acquires title to the City Leased Parcel, the Restrictive Covenant as it relates to the City Leased Parcel shall terminate upon the earlier of the date that Heartland Bank and Trust Co. or its successor-in-interest fails to operate a retail branch within the city limits of the City of Washington, Illinois or January 1, 2027.

**[Remainder of Page Left Intentionally Blank]**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

## Heartland Bank and Trust Co.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

By:\_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, personally known  
to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of Heartland  
Bank and Trust Co., and personally known to me to be the same person whose name is  
subscribed to the foregoing instrument as such \_\_\_\_\_ and  
\_\_\_\_\_, appeared before me this day in person and acknowledged that they  
signed, sealed and delivered the foregoing instrument as such \_\_\_\_\_ and  
\_\_\_\_\_, and as the free and voluntary act of Heartland Bank and Trust Co., for the  
uses and purposes therein set forth; and on their oath stated that they were duly authorized to  
execute said instrument.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION FOR CITY OWNED PARCEL**

Lot 26 in the Original Town, now City of Washington, EXCEPT the West 75 feet of said Lot 26, situated in TAZEWELL COUNTY, ILLINOIS.

PIN: Pt. 02-02-24-108-021

Commonly known as: 104 High Street, Washington, IL 61571

**EXHIBIT B**  
**LEGAL DESCRIPTION FOR CITY LEASED PARCEL**

The West 75 feet of Lot 26 in the Original Town, now City of Washington, situated in TAZEWELL COUNTY, ILLINOIS.

PIN: Pt. 02-02-24-108-021

Commonly known as: 104 High Street, Washington, IL 61571

Exhibit F

**RIGHT OF FIRST REFUSAL AGREEMENT**

THIS RIGHT OF FIRST REFUSAL AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Gross Enterprises, LLC, an Illinois limited liability company, hereinafter referred to as “**Gross Enterprises**”, and the City of Washington, Illinois, hereinafter referred to as “**City**”.

**BACKGROUND**

WHEREAS Gross Enterprises owns the premises legally described as:

Parcel 1

P.I.N. 02-02-24-108-017  
Commonly known as 128 Washington Square, Washington, Illinois 61571  
 (“**128 Washington Square**”)

Parcel 2

P.I.N. Part of 02-02-24-108-021 (“**Parking Lot**”)

WHEREAS City owns certain real property legally described as:

P.I.N. Part of 02-02-24-108-021 (“**City Parcel**”)

WHEREAS, immediately prior to City owning the City Parcel, the City Parcel was owned by Gross Enterprises;

WHEREAS, this Agreement is required to be signed on the closing date whereby the City acquired title to the City Premises pursuant to the terms of that certain Commercial Vacant Land Sales Contract dated \_\_\_\_\_, 2016;

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and the mutual benefits to be derived herefrom, it is hereby agreed as follows:

**AGREEMENT**

1. **Background.** The Background set forth above is a material part of, and by this reference is expressly incorporated into, this Agreement.

2. **Right of First Refusal to Purchase Parking Lot.** The City shall have the right of first refusal to purchase the Parking Lot in accordance with the provisions of this Agreement.

The City shall not have a right of first refusal to purchase the Parking Lot if title to the Parking Lot and 128 Washington Square are transferred to the same transferee.

**3. Notice to City of Proposed Transfer.** Gross Enterprises shall deliver to City written notice of any proposed transfer of the Parking Lot, together with (a) a copy of the proposed Purchase and Sale Agreement with the proposed transferee, (b) the address of the proposed transferee, and (c) the written statement of the proposed transferee that the proposed transferee will acquire to the Parking Lot on the terms and conditions set forth in such Purchase and Sale Agreement if the Parking Lot is not purchased by City (“**Transfer Notice**”).

**4. City’s Right to Purchase.** City shall have the right to purchase the Parking Lot for the price described in the Transfer Notice by notifying Gross Enterprises in writing within twenty (20) days of the date of receipt of Gross Enterprises’ notice set forth in Section 3 above. If City does not notify Gross Enterprises within such time period, such failure to notify shall be deemed to constitute City’s election not to purchase the Parking Lot. If City notifies Gross Enterprises of their desire to so purchase the Parking Lot, Gross Enterprises shall be bound to sell to City and City shall be bound to purchase from Gross Enterprises the Parking Lot, in accordance with the terms of the Purchase and Sale Agreement included as part of the Transfer Notice.

**5. Subsequent Sale.** If City shall elect not to exercise their right to purchase the Parking Lot as set forth in Section 4 above, Gross Enterprises may proceed to sell the Parking Lot to the proposed transferee on the terms and conditions provided in the Purchase and Sale Agreement presented to City pursuant to Section 3 above. Any modification of the terms and conditions provided in such Purchase and Sale Agreement shall constitute a new proposed sale and shall require that Gross Enterprises provide a new notice to City of the proposed sale pursuant to Section 3 above. If such subsequent sale to the proposed transferee is not completed within ninety (90) days after the expiration of the twenty (20) day period provided for in Section 4 above, then the subsequent sale shall be deemed to have failed and Gross Enterprises must provide City with a new notice of proposed sale and City shall have all the rights set forth herein with respect to such notice.

**6. Miscellaneous.** It is further understood and agreed as follows:

**6.1 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

**6.2 Successors and Assigns.** This Agreement shall be appurtenant to and shall run with the land and shall be binding upon each of the parties hereto, their heirs, successors and assigns.

**6.3 Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.



**6.4 Time.** Time is of the essence of this Agreement.

**6.5 Binding Effect.** The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

**6.6 Amendment and Waiver.** This Agreement may be amended at any time in any respect only by an instrument in writing executed by the parties. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

**6.7 Integrated Agreement.** This Agreement constitutes the entire agreement between the parties relating to the purchase of the Parking Lot, and there are no agreements or understandings between the parties related to the purchase of the Parking Lot other than those set forth herein. Section 6.7 shall not restrict the City from leasing the Parking Lot.

**6.8 Choice of Law.** The laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of the parties.

**6.9 Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to Gross Enterprises:

Gross Enterprises, LLC  
Attention: Manager  
201 S. Main Street  
Washington, Illinois 61571

If to City:

City of Washington  
Attn: City Administrator  
301 Walnut Street  
Washington, Illinois 61571

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

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

Gross Enterprises, LLC

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Judy Gross, Manager

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JUDY GROSS, personally known to me to be the Manager of Gross Enterprises, LLC. appeared before me this day in person and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act and the free and voluntary act of such limited liability company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Notary Public

City of Washington, Illinois

By:\_\_\_\_\_

Name: Gary W. Manier

Its: Mayor

Attest:

By:\_\_\_\_\_

Name: Patricia Brown

Its: City Clerk

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF PEORIA                 )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Gary W. Manier, personally known to me to be the Mayor and City Clerk, respectively, of the City of Washington, Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Mayor and City Clerk, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as such Mayor and City Clerk, and as the free and voluntary act of the City of Washington, Illinois, for the uses and purposes therein set forth; and on their oath stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**ORDINANCE NO. \_\_\_\_\_**

**Synopsis:** Adoption of this ordinance will establish compensation for certain officers as provided for in the Code of Ordinances of the City of Washington, effective May 1, 2017.

**AN ORDINANCE ESTABLISHING COMPENSATION FOR THE CITY CLERK AND  
CITY TREASURER, OF THE CITY OF WASHINGTON, TAZEVELL COUNTY,  
ILLINOIS, EFFECTIVE MAY 1, 2017**

**WHEREAS**, the Corporate Authorities of the City of Washington, an Illinois home rule municipality, have deemed it appropriate and in the best interest of the residents of the City to establish the salaries of certain officers as provided for in the Code of Ordinances of the City of Washington; and

**WHEREAS**, on review by the City Council, the following salaries set forth below are deemed to be reasonable;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEVELL COUNTY, ILLINOIS**, as follows:

**Section 1.** All fees payable by law to the City Clerk shall be the property of the City of Washington. The City Clerk shall receive the following sums per year, payable in bi-weekly installments, from the City Treasury:

- (a) Commencing on May 1, 2017, and continuing until April 30, 2018, \$49,878.00;
- (b) Commencing on May 1, 2018, and continuing until April 30, 2019, \$51,624.00;
- (c) Commencing on May 1, 2019, and continuing until April 30, 2020, \$53,431.00; and
- (d) Commencing on May 1, 2020, and continuing each year thereafter, \$55,301.00.

**Section 2.** The City Treasurer shall receive the sum of \$11,000 per year, payable in bi-weekly installments, from the City treasury, which shall include all of the Treasurer's expenses pertaining to said office, except for expenses incurred for conferences, schooling, and the like which are approved by the Corporate Authorities.

**Section 3.** That this ordinance shall be in full force and effect from and after its passage, but the compensation increases shall not take effect during the current term of any officer now holding elective office.

**Section 4.** That this ordinance shall be published by the City Clerk of the City of Washington, Tazewell County, Illinois, as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

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



# Memo

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TO: Mayor Manier and City Council  
FROM: Ed Andrews, Public Works Director  
SUBJECT: Water Treatment Plant #1 Items w/ CMT  
DATE: October 17, 2016

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At the October 3<sup>rd</sup> Public Works Committee (PWC) meeting and the subsequent October 10<sup>th</sup> Committee of the Whole, a discussion was held in follow up to the recently completed plant evaluation study, specifically the consideration of a larger project for both brine tank(s) (2 instead of 1) and new chlorine room (rather than short term separating the existing room into two smaller ones).

A summary of the main scope changes for these two items follows below:

- Through the planning process (which has been completed) the need for a stilling well was analyzed and added to the project. Also, the need for two tanks was verified by the 10 state standards. The construction phasing will and the stilling well will require the two tanks to be constructed as separate tanks with no adjoining walls.
- Building expansion versus dividing the existing room in half. The building expansion creates additional effort for the Architectural and Structural design. This also created the need for additional field surveying in the expansion area.
- Geotechnical Investigation was added to the project scope.

This has translated into a scope increase with an updated overall fee of \$39,000, however we will look to de-scope / apply \$19,000 of unused budget - \$13,000 from the original chlorine/Fluoride project and \$6,000 from the original brine tank, for a net increase of \$20,000, see attached for additional detail. Please note that both of these projects are driven by the Agency to maintain regulatory compliance.

Additionally, a preliminary scope of a flood protection levee for the plant has also been prepared and is also attached herewith. There may be funding opportunities with the Corp of Engineers under their Section 205 program for this pursuit.

Staff's recommendation would be to expand CMT's original tasks orders for Brine Tank and Chlorine / Fluoride Separation by **\$20,000** and to separately issue a task order for Flood Protection – Phase 1 for a time and materials, not to exceed amount of **\$27,850**.

This matter has been placed on the agenda for the Council Meeting of October 17, 2016 for review and approval consideration.

cc: File

**EXHIBIT A**  
**City of Washington, Illinois**  
**Water Treatment Plant #1 Improvement Project**

**SCOPE OF SERVICES**

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The **Scope of the Improvements** for the **Water Treatment Plant #1 Improvement Project** includes the following items:

- The construction of a new 8-foot by 15-foot fluoride storage/feed room. Room will be located adjacent to the existing chlorine storage/feed room on the east side of the Water Treatment Plant #1.
- The construction of two new brine tanks (to provide approximately 30 days of storage per 10 state standards). Brine tanks will be located on the west side of the existing Water Treatment Plant #1.

The **Scope of Services** for **Design Phase** shall consist of the following tasks:

1. Field Survey of the building expansions area
2. Download field survey data and update the existing Brine Tank survey data (from 2014)
3. Geotechnical Investigation
4. Complete detailed design
  - a. Site Piping (Brine Tank)
  - b. Architectural (Building Expansion)
  - c. Structural (Brine Tank & Building Expansion Foundation)
  - d. HVAC (Building Expansion)
  - e. Mechanical (Fluoride Equipment Selection and Layout)
  - f. Electrical (Building Expansion)
5. Construction Plans
  - a. Cover Sheet
  - b. General Notes
  - c. Site Plan/Site Piping Plan
  - d. Grading Plan
  - e. Architectural Plan Sheets
  - f. Structural Plan Sheets
  - g. HVAC Plan Sheet
  - h. Mechanical Plan Sheets
  - i. Electrical Plan Sheets
  - j. Misc. Details
6. Bidding Documents, Contracting Documents, and Technical Specifications
7. IEPA Construction Permit Application
8. Develop a Preliminary Opinion of Project Costs
9. QA/QC Review

**EXHIBIT A**  
**City of Washington, Illinois**  
**Water Treatment Plant #1 Improvement Project**

**SCOPE OF SERVICES**

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**10. Project Management**

- a. One Meeting with Public Works Supervisor and the Sewer Committee
- b. Project Management

**Budgeted Cost and Estimated Schedule**

The estimated completion for the construction plans and specifications is approximately 4 months after receipt of a signed Agreement for Engineering Services authorizing CMT to proceed on a time and expense basis for an amount not to exceed Thirty-Nine Thousand Dollars and No Cents (\$39,000.00).

**Additional Services not included in the Upper Limit of Compensation**

- Geotechnical Engineering Services (The City will contract with a Geotechnical Engineering Firm to complete two structural bores on the project site)
- Bidding phase services
- Construction phase services
- Easements Documents



CLIENT Washington, IL  
PROJECT NAME WTP #1 Improvement Project  
CMT JOB NO. \_\_\_\_\_

Apprvd	PROJ PNCL
DATE	09/30/16

9/30/2016 11:22 AM

TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES										TOTAL EXPENSE	TOTAL FEE
		TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP- MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP		
1 Survey													
Pickup Field Survey for building Expansion	\$1,480	\$150											
Update Brine Tank Topo Dwg with new survey data	\$230											\$150	\$1,640
Geotechnical Investigation													\$230
Detailed Design								\$2,350	\$235			\$2,585	\$2,585
Site Piping	\$1,060												
Architectural	\$1,040												\$1,060
Structural	\$2,080												\$1,040
HVAC	\$620												\$2,080
Mechanical (Fluoride Equipment)	\$1,500												\$620
Electrical	\$1,040												\$1,500
Construction Plans													\$1,040
Cover	\$95												
General Notes	\$600												\$95
Site Plan/ Site Piping	\$1,570												\$600
Grading Plan	\$1,880												\$1,570
Architectural	\$1,800												\$1,880
Structural	\$1,420												\$1,800
HVAC	\$1,620												\$1,420
Mechanical	\$2,260												\$1,620
Electrical	\$1,800												\$2,260
Misc Details	\$630												\$1,800
Bidding Docs, Contract Docs, & Tech Specifications	\$5,440												\$630
Opinion of Probable Construction Costs	\$1,580												\$5,440
IEPA Permit Application	\$220												\$1,580
Project Management/Coordination	\$1,240	\$50										\$50	\$220
QA/QC Review	\$1,240												\$1,240
TOTALS	\$32,455	\$200						\$2,350	\$235			\$2,785	\$35,240
TIME PERIOD OF PROJECT	2016	2017	2018	2019	TOTAL	EST % OF OT HRS INCLUDED ABOVE					5%	MULTI-YEAR + OT	
PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%				100%	AVERAGE OVERTIME RATE PREMIUM					15%	MLTPLR & AMT	
WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	1.0000				1.0000	OT ADJUSTMENT FACTOR					0.0075	1.0075	\$245
ESTIMATED CONTINGENCY												10%	\$3,550
ROUNDING													(\$35)
TOTAL FEE													\$39,000

**EXHIBIT A**  
**City of Washington, Illinois**  
**Water Treatment Plant #1 – Flood Protection**  
**SCOPE OF SERVICES**

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The **Scope of the Services** for the **Water Treatment Plant #1 – Flood Protection Project, Phase 1** includes the following items:

1. **Field Surveys**
  - a. Topographic surveys of the area between the creek and the buildings, focusing on tie in points on the east side and SW side of the property.
  - b. Staking of geotechnical boring locations
  - c. Pickup of sanitary sewers, manholes, drainage structures, and any structures not already surveyed, including FFE's
2. **Geotech**
  - a. Coordinate with geotech firm to define scope and limits of soil borings and analysis to determine design values.
3. **Alternatives Analysis**
  - a. Conceptual plan for earthen embankment vs sheet pile cutoff wall to look at footprint and impacts to facilities and operations
  - b. Preliminary OPC for both alternatives
  - c. Preliminary design of storm and sanitary sewer modifications
  - d. Preliminary Coordination with IDNR to discuss the project and determine permit requirements. This task also includes discussions with the US Army corps of Engineers, Rock Island District about participation in the Section 205 program.
4. **Project Management**
  - a. Meetings, coordination, and QA/QC



CLIENT City of Washington, IL  
PROJECT NAME Flood Protection - Phase 1  
CMT JOB NO. \_\_\_\_\_

Apprvd	PROJ PNCL
DATE	09/30/16

9/30/2016 2:02 PM



# Memo

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TO: Mayor Manier and City Council  
FROM: Ed Andrews, Public Works Director  
SUBJECT: Water Meter Upgrade Project w/ Automated Meter Read (AMR)  
Progress Invoicing / Payment #11  
DATE: October 14, 2016

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At the City Council's special meeting of November 30, 2015, the Water Meter Upgrade Project w/ Automated Meter Read (AMR) was approved with HD Supply Waterworks for Phase 1 contracted services for the replacement of 5,500 older meters and installation of new radio transmitters in the not to exceed amount of \$2,200,000.

Measured progress on the project to-date, including installation of the base station, field meters and radios is \$2,164,846.76. We are in receipt of supporting material and installation invoices in the amount of \$2,209,539.63 through October 7, 2016. Meter replacements to-date are 5,373 of the contracted 5,500, or 97.7%.

Progress payments to-date total \$1,910,621.24, resulting in a progress payment of \$254,225.52 or approximately 98% of the total contract amount. As such it is my recommendation that the City Council approve making payment in the amount of **\$254,225.52** to HD Supply Waterworks.

This matter has been placed on the agenda for the City Council meeting of October 17<sup>th</sup>, 2016.

cc: File