

**CITY OF WASHINGTON
COMMITTEE OF THE WHOLE
MONDAY, DECEMBER 12, 2016
6:30 P.M.**

**LIBRARY MEETING ROOM
380 N. WILMOR ROAD**

AGENDA

- 1. ALDERMAN WISHING TO BE HEARD ON A NON-AGENDA ITEM**
- 2. CITIZENS WISHING TO BE HEARD ON A NON-AGENDA ITEM**
- 3. APPROVAL OF MINUTES** – November 14, 2016 regular meeting
- 4. BUSINESS ITEMS**
 - A. Dallas Road (Mr. Spiezio presentation)
 - B. Dallas & Cruger Roundabout Design Contract Review
 - C. Workers Compensation Renewal
 - D. Verizon Equipment Agreement: Water Tower #1
 - E. Washington Volunteer Fire Department Agreement
 - F. Purchase Authorization Discussion
 - G. Emergency Backup Snow Removal Assistance
- 5. OTHER BUSINESS**
- 6. EXECUTIVE SESSION** – 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) of the Illinois Open Meetings Act.
- 7. ADJOURNMENT**

**COMMITTEE OF THE WHOLE
MONDAY – NOVEMBER 14, 2016
LIBRARY MEETING ROOM - 380 N. WILMOR ROAD
WASHINGTON, ILLINOIS**

Mayor Manier called the Committee of the Whole meeting of November 14, 2016 to order at 6:38 p.m. in the Library meeting room at Five Points Washington.

Present: Aldermen Brownfield, Brucks, T. Gee, Moss, Butler, J. Gee, and Mochle.

Absent: Alderman Dingledine.

Also present: City Administrator Culotta, Public Works Director Andrews, Controller Baxter, P & D Director Oliphant, Police Chief Papis, City Treasurer Dingledine, Assistant City Attorney Schryer, and City Clerk Brown

MINUTES

1. Aldermen wishing to be heard on non-agenda item – None.
2. Citizens wishing to be heard on a non-agenda item – Mr. Steve Hullcranz commented that he was out at Menards and the striping the City is doing on Freedom Parkway looks great.
3. Approval of Minutes: Alderman Brucks moved and Alderman Butler seconded to approve the minutes of the October 10, 2016 Committee of the Whole meeting. Motion carried unanimously by voice vote.
4. **BUSINESS ITEMS**

- A. **Tax Levy** – Controller Baxter shared the following: property taxes account for between 5-8% of the total budgeted revenues; we receive on average 5-6% of total property taxes; we are at 5.26 % of total based on prior year levy; using County tentative EAV information, we rounded down this year as it was a little off last year for an EAV of \$340,000,000 which is a 2.52% increase over the prior year; the police pension actuary study is seeing a significant increase to the Police Pension levy at \$134,981, important to note that there is a City total funding requirement and this year it is \$500,000, however we have options of which funds it can be taken from so we are showing different options on the Police Pension levy. She shared the following four options for consideration: Option 1) Maintains tax rate of \$0.42525, fully funds the Police Pension increase out of the tax levy, and decreases the General Fund levy; Option 2) ends up with same result with the tax rate the same, does not increase the Police Pension levy and keeps it the same as prior year, and realizes we have to still pay the total \$500,000 Police Pension levy which all gets absorbed through the General Fund levy; Option 3) maintains total tax levy amount in dollars and not in rate, General Fund levy would decrease \$194,909, and tax rate drops to \$.41481; Option 4) significant increase in tax rate, maintains General Fund levy as it is, in order to fund in full amount results in tax levy increase of \$194,909, tax rate would increase to \$.47214; and the 13.8% increase would require a public hearing. Following clarification that Options 1 and 2 are basically the same other than how the funding is being shown the general consensus was to move Option 1 forward to City Council for consideration.
- B. **Police Department Badges** – Police Chief Papis brought forward for discussion the costs in moving from badge stars back to badge shields for officers and the desire to do so. He shared that the standard is typically sheriffs having stars and municipal officers having shields and with the need to get new badges for our Sergeants it is a good time to consider the change back to shields. Mayor Manier clarified that the badges were replaced a number of years ago and we are unable to locate the previous issued shields. Alderman T. Gee shared that Public Safety has heard the request and recommended that it come before the Committee of the Whole for consideration. Police Chief Papis shared that the preferred vendor would be Smith and Warren at a projected cost of \$6,430. Following a brief discussion on the importance and funding the cost of replacing the shields, it was

the consensus to move this forward to City Council for consideration. It was also noted that car decals would be replaced only when vehicles transition out of service.

C. Zoning Code Text Amendments – P & D Director Oliphant shared the following in regards to two Zoning Code text amendments that will be coming before Council on November 21st: 1) a text amendment that will bring back the definition of a ‘front yard’ that was inadvertently deleted with a previous ordinance text amendment that clarified the definition of a corner lot; and 2) a text amendment that covers a number of various items within the flood plain section of code that brings us in line with the latest model ordinance, which all communities are required to adopt prior to the new NFIP maps becoming effective on February 17, 2017. He shared that we are also proposing one change to be made outside the regulated requirements that would prohibit fencing within the 100-year flood plain and not just within surface drainage easements. He shared that a public hearing was held with the Planning & Zoning Commission and they are recommending approval of the amendments.

5. Downtown Square Streetscape – P & D Director Oliphant asked for Committee’s direction on how to proceed with the Downtown Square Streetscape project. He shared that while we were fortunate in receiving ITEP grant funding for the McClugage/Centennial recreation trail extension we did not receive funding for the streetscape project. He asked Committee to recall that Council had approved an engineering services agreement back in June with Hutchison engineering to do design engineering for one block of the Square, which included various items such as sidewalk rehabilitation, new crosswalks, street furniture enhancements, etc. He shared that work is ongoing and they have completed the survey work as part of the contract and are now waiting on feedback from us for which block of Square is being considered and also for feedback on how or if we want to go forward with scope of project. He shared that IDOT has also indicated that there will be another call for projects in spring of 2018. City Administrator Culotta indicated that staff is looking for direction on how to proceed and that we do have funds available in TIF that could be used to do a block or more if there is desire. He shared that we have received some input from the specialty shops who have shared their ideas as well. Alderman Butler asked for clarification on the types of things that would be done within a block and Mayor Manier shared that sidewalks and crosswalks would be included and it is hard to piece meal it when you think of the big picture without funding. Alderman Butler expressed concern when the project had not been determined without the funding. Alderman J. Gee shared that with the result of the funding request denial is there is a desire to do incremental enhancements. Treasurer Dingledine asked if there are differences in costs depending on which side of the Square and Public Works Director Andrews shared that some sides will be more challenging than others and if we did pursue one block at time we would also be looking at TIF receivables and keeping that in line with one year’s revenue one year at a time working our way around the square. He shared that a block at time was the concept pursued to keep us strictly in the sidewalk adjoining the parking lane where it would be considered maintenance and we could approach it without a higher level of review and permitting with IDOT. Alderman J. Gee asked if a dollar amount was announced with the possibility of spring 2018 and Oliphant shared that no formal announcement has been done yet and it’s just an expectation from IDOT’s perspective at this point. Alderman Brucks shared that he has recently walked the entire Square and the south side sidewalk has a couple of tripping hazard areas that need to be considered and could be the first area we start at. Alderman J. Gee asked that if we implement phases could we still apply for ITEP funding in spring of 2018 and Oliphant shared that yes we could and would be in better position as we have shown an investment in the project already. It was the general consensus to come up with a plan and phase it in over a period of years to match what the revenue stream would be.
6. Other Business – None
7. At 7:14 p.m. Alderman Brownfield moved and Alderman J. Gee seconded to adjourn. Motion carried unanimously by voice vote.



Patricia S. Brown, City Clerk



Memo

TO: Committee of the Whole
FROM: Ed Andrews, Public Works Director
SUBJECT: Cruger Road Roundabout and Dallas Phase 2
Engineering Contract review with Terra Engineering
DATE: December 9, 2016

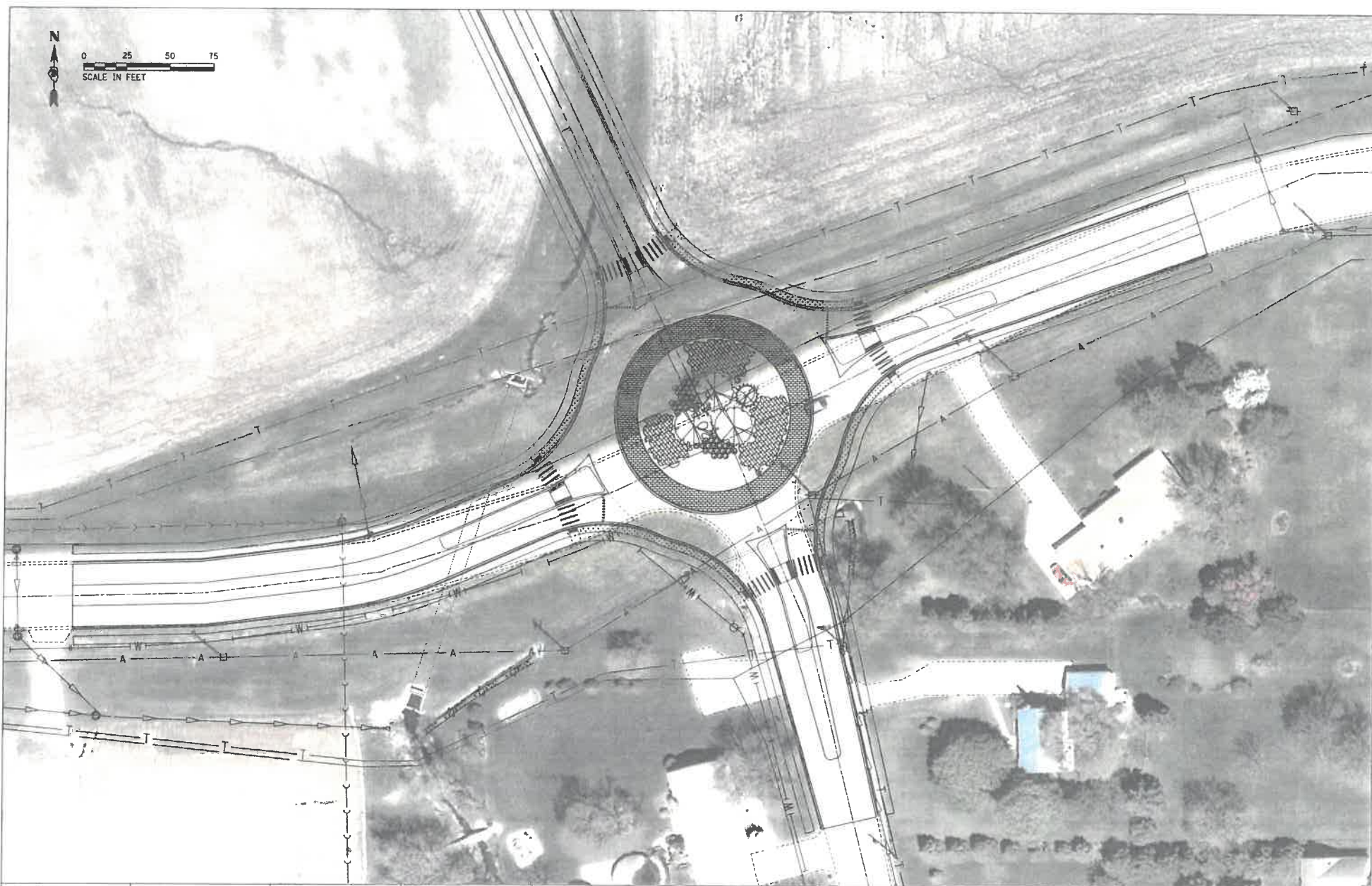
Attached is a detailed proposal that was presented at the Public Works Committee on December 2, for the inclusion of a roundabout instead of a traditional four-way stop intersection at the re-aligned Nofsinger Roadway and Dallas / Cruger roadways. Current funding discussions with the Illinois DOT would only find them participating in a four-way stop controlled intersection since those would be the minimum warrants.

Previous Committee of the Whole discussions regarding this potential expressed a desire to advance both Dallas Phase 2 and the Nofsinger projects concurrently. As such, this project was presented to both the Illinois DOT and Federal Highway at their Bi-Monthly Coordination Meeting on Oct 25th, 2016.


A representative of Terra engineering is scheduled to be present at the meeting to help update Council on the Nofsinger Road realignment and also breakout costs of the roundabout aside from the bundling of Dallas in case a traditional four way stop intersection is elected to be retained.

This matter has been placed on the agenda for the Committee of the Whole for December 12, 2016 for review and discussion.

cc: File



FILE NAME p:\VIL-DCP\03.Land\Local\W_Mem\Docu	USER NAME C:\tel	DESIGNED @TAMM\perrson\shibata\found	REVISED -	<div>STATE OF ILLINOIS</div> <div>DEPARTMENT OF TRANSPORTATION</div>				P.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
PROJECT 15-176 - CDW No. 1000000000	PROJECT 15-176 - CDW No. 1000000000	PROJECT 15-176 - CDW No. 1000000000	REVISED -									
PLOT SCALE 1" = 25.0000'	PLOT SCALE 1" = 25.0000'	CHECKED -	REVISED -									
PLOT DATE 5/2/2016	PLOT DATE 5/2/2016	DATE -	REVISED -									
				SCALE:	SHEET	OF	SHEETS	STA.	TO	STA.	CONTRACT NO.	
												(ILLINOIS) FEB. 410 PROJECT

Local Agency City of Washington	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant TERRA Engineering, Ltd.
County Tazewell				Address 401 Main Street, Suite 1130
Section				City Peoria
Project No.				State IL
Job No.				Zip Code 61602
Contact Name/Phone/E-mail Address Ed Andrews 309-444-1136 eandresw@ci.washington.il.us				Contact Name/Phone/E-mail Address Karen Dvorsky, P.E. 309-999-0123 kdvorsky@terraengineering.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Cruger Road Roundabout Route Cruger Rd Length 0.15 mi Structure No. _____
Termini Approximately 400 LF each side of Dallas Road

Description This project includes Phase I and Phase II engineering for the design and preparation of bidding documents for a roundabout intersection at Dallas / Cruger / Realigned Nofsinger Road.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER: **SEE ATTACHMENT A – SCOPE OF SERVICES**
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☒ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas: **SEE ATTACHMENT B – COST ESTIMATE OF CONSULTANT SERVICES (based on 2.8 multiplier)**

Cost Plus Fixed Fee ☐ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
TERRA Engineering, Ltd.	36-3853964	\$137,695.61
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		\$137,695.61
Total for all Work:		\$137,695.61

Executed by the LA:

City of Washington

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

City _____ Clerk

Title: Mayor

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____

By: Karen S Dvorsky, P.E.

Title: Vice President

Title: Senior Project Manager

ATTACHMENT A - Scope of Services

Roundabout at Nofsinger /Dallas/Cruger Roads

Phase I Engineering

The City of Washington is planning for improvements to the existing 'T'-intersection of Dallas Road/Cruger Road in conjunction with the realignment of Nofsinger Road. Previous preliminary plans for a standard stop controlled intersection at the four-legged intersection will be reviewed and designed as a roundabout intersection instead. The City has indicated that all engineering and construction for the roundabout project will be funded with 100% local funds and therefore the project will not be under the oversight of the Illinois Department of Transportation, and therefore a formal Phase I Engineering Report will not be required. The City is however, required by Federal and State laws to secure environmental clearances and/or perform due diligence in regard to meeting local, state and federal regulations. As a basis for sound engineering design, engineering will be performed in accordance with Bureau of Local Roads and Streets Standards.

The following tasks will be required for Phase I Engineering:

- **Alignment Concepts**
 - Evaluate Alignment Concepts and intersection control for a roundabout intersection at realigned Nofsinger Road/Dallas Road with Cruger Road.
 - Provide analysis and technical feedback to the City regarding planned concepts including traffic operations, geometrics, drainage, environmental factors.
 - Recommend preferred alignment and intersection control, based on analysis above.
- **Field Investigations and Data gathering**
 - Obtain Dallas Road Project Development Report, Dallas Road and Cruger Road Construction Plans, and available geotechnical data from the City of Washington
 - Collect available data from IDOT, utility companies.
 - Perform topographic survey along Cruger Road and Dallas Road at the existing 'T'-intersection location. Utilize LIDAR data already obtained from the City, for the farm field north of Cruger. Merge data into one data set to describe the existing conditions.
 - Perform a Boundary Survey to identify existing ROW and property lines for parcels south of Cruger Road.
 - Utilize geotechnical data already obtained for Nofsinger Road, Cruger Road and Dallas Road projects.
- **Environmental Surveys and Special Waste**
 - Update Environmental Clearances that have expired
 - Address any environmental concerns through the preliminary engineering phase
 - Identify any commitments to City, Outside Agencies and/or stakeholders for Phase II design and/or Construction
 - Perform a Special Waste Assessment Screening based on previous environmental searches for the Nofsinger Road project.
 - At this time, additional site investigations for special waste is not anticipated.
- **Prepare an Intersection Design Study (IDS) for Nofsinger Road/Dallas Road and Cruger Road based on selected concept alignment**
 - Use previously collected existing traffic at subject intersection

ATTACHMENT A - Scope of Services

Roundabout at Nofsinger /Dallas/Cruger Roads

- Tabulate width of taking, number of property owners, acreage of ROW, current land use, anticipated impacts to properties that remain, and location of any improvements with respect to required right-of-way.
- Discuss any impacts on setbacks required by zoning
- Determine if relocations are required
- **Public Involvement**
 - Coordinate with the City to identify stakeholder groups. Develop a plan for public involvement. Participate in up to two meetings to gather input from individual stakeholder groups.
 - Hold an open house for gathering general public input.
 - Track all comments received and incorporate results of meetings into preliminary design, as appropriate. Dispose all comments; submit to City.
- **Submit Preliminary Plans, Specs and Estimates to the City for Review.**

Phase II – Plans, Specifications and Estimated

Since the City desires to bid the Dallas Road project, from the bridge just south of Westminster Drive to Cruger Road, together with the proposed roundabout project, TERRA will incorporate final plans, specs and estimates as completed by Austin Engineering, into the roundabout bidding documents. To remove any overlap in the construction documents, the limits of each (sub-)project will be mutually agreed upon, and will be approximately 230 LF south of the centerline of Cruger Road. Austin Engineering will be responsible for preparing all construction plans, special provisions, and estimates for their portion of the project, including schedules of quantities and project specific construction details.

- **Prepare the following Plan Sheets in accordance with Bureau of Local Road Manual for the both the roundabout and Dallas Road by combining TERRA's documents and supporting data with Austin Engineering's documents and data:**
 - Cover Sheet
 - General Notes
 - Summary of Quantities
 - Schedule of Quantities
 - Traffic Control Plans (Maintenance of Traffic)
- **Prepare the following Plan Sheets in accordance with Bureau of Local Road Manual for the roundabout only:**
 - Typical Sections
 - Alignment, Ties & Benchmarks
 - Removal Plans
 - Plan & Profile Sheets
 - Erosion and Sediment Control Plans
 - Miscellaneous Details
 - Grading & Drainage Plans
 - Intersection Details

ATTACHMENT A - Scope of Services
Roundabout at Nofsinger /Dallas/Cruger Roads

- It is assumed that a formal public hearing will not be required for the realigned Nofsinger Road/Dallas Road/Cruger Road intersection or roundabout intersection control.
- Professional services for right-of-way plats not included above, and for appraisals and negotiation services will be discussed and negotiated with the City of Washington.
- Design and Construction Documents for new utilities (i.e. water, gas, electric, sanitary sewer, telecommunication lines, etc.) are excluded from this scope of work. Should the City desire to install new utilities as part of this project, this work will be discussed and negotiated with the City of Washington
- Street lighting outside the intersection limits will be discussed and negotiated with the City of Washington.
- City of Washington will prepare front end documents and will advertise the project for bidding.

ATTACHMENT B - COST ESTIMATE OF CONSULTANT SERVICES



FIRM NAME TERRA Engineering, Ltd.
PRIME/SUPPLEMENT Prime

CONTRACT TERM 12 MONTHS
START DATE 10/1/2016
RAISE DATE 10/1/2017

Payroll Escalation Table Fixed Raises New Formula

DATE 11/15/16
PTB NO. _____

OVERHEAD RATE 176.05%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

10/1/2016 - 12/1/2016

12/2/2016 - 10/1/2017

2
12

10
12

= 16.67%
= 1.0250

85.83%

The total escalation for this project would be:

2.50%



Payroll Rates

FIRM NAME TERRA Engineering, Ltd. DATE 11/15/16
PRIME/SUPPLEMENT Prime
PTB NO. _____

ESCALATION FACTOR **2.50%**

[illegible]

**Cost Estimate of
Consultant Service
(Direct Labor Multiple)**

Date	11/15/16
Overhead Rate	N/A
Complexity Factor	0

DBE 0.00%

ATTACHMENT B - COST ESTIMATE OF CONSULTANT SERVICES

Average Hourly Project Rates

Route _____
 Section _____
 County _____
 Job No. _____
 PTB/Item _____

Consultant TERRA Engineering, Ltd.

Date 11/15/16

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Survey			Phase I Engineering			Plans Spec & Estimates			Coord & Combine w/ Dallas Rd					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$70.00	4	0.33%	0.23				2	0.39%	0.27	2	0.38%	0.27						
Project Manager	\$70.00	102	8.32%	5.82	4	3.64%	2.55	60	11.72%	8.20	30	5.73%	4.01	8	10.00%	7.00			
Senior Engineer	\$52.86	306	24.96%	13.19				120	23.44%	12.39	154	29.39%	15.53	32	40.00%	21.14			
Project Engineer	\$27.41	284	23.16%	6.35				120	23.44%	6.42	124	23.66%	6.49	40	50.00%	13.70			
Senior Technician	\$32.80	400	32.63%	10.70				200	39.06%	12.81	200	38.17%	12.52						
Survey Manager	\$55.68	28	2.28%	1.27	24	21.82%	12.15				4	0.76%	0.43						
Surveyor	\$31.60	80	6.53%	2.06	80	72.73%	22.98												
Administrative Manager	\$35.19	4	0.33%	0.11				2	0.39%	0.14	2	0.38%	0.13						
Administrative Associate	\$20.52	18	1.47%	0.30	2	1.82%	0.37	8	1.56%	0.32	8	1.53%	0.31						
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TOTALS		1226	100%	\$40.05	110	100%	\$38.05	512	100%	\$40.56	524	100%	\$39.69	80	100%	\$41.85	0	0%	\$0.00

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
www.washington-illinois.org

MEMORANDUM

TO: Mayor Manier and Committee of the Whole
FROM: Joanie Baxter, Controller *JB*
DATE: December 9, 2016
SUBJECT: Renewal of Workers Compensation Policy

In 2011, the City Council approved Bitco (formerly Bituminous Insurance) as the Workers Compensation carrier, with Winter Insurance as the agent. At the time, it was agreed that competitive proposals would be sought for this type of insurance periodically as circumstances dictate and the Finance and Personnel Committee concurred. Staff has been very pleased with the service provided by Winter Insurance and Bitco. Accordingly, Winter Insurance was asked to shop the market as the agent and submit competitive proposals for renewal.

Joe Shohorn from Winter Insurance brought forth 3 proposals as indicated by the attached. Staff has some concerns about the low proposal submitted by the Illinois Public Risk Fund, including the lack of loss control and risk management assistance as compared with Bitco as well as the fact that they can assess additional charges from the Pool up to 3 years after the policy term. The coverage is more enhanced with IPRF, however, additional coverage is available to supplement Workers Compensation limits through a liability umbrella policy and Staff is currently pursuing a quote for such coverage through Traveler's.

For the reasons stated above, **Staff recommends that a renewal policy for workers' compensation for 2017 be approved with Bitco for an annual premium before audit of \$110,755.** This represents a decrease of \$25,963 or 19% compared to the current year premium of \$136,718. It should also be noted that since inception of the policy with Bitco in 2011, the premium has decreased a total of \$125,384 or 53.1%.

C: Jim Culotta, City Administrator



CITY OF WASHINGTON

	BITCO Expiring 1/1/16-17	BITCO Renewal 1/1/17-18	ICRMT	IPRF
Workers Compensation				
Bodily Injury by Accident/ea acc	\$1,000,000	\$1,000,000	\$2,500,000	\$3,000,000
Bodily Injury by Disease/ea emp	\$1,000,000	\$1,000,000	\$2,500,000	\$3,000,000
Bodily Injury by /Disease/policy	\$1,000,000	\$1,000,000	\$2,500,000	\$3,000,000
5506 Street or Road	\$328,174	\$353,000	\$353,000	\$353,000
7520 Waterworks	\$127,366	\$137,000	\$137,000	\$137,000
7580 Sewage Disposal Plan	\$205,000	\$221,000	\$221,000	\$221,000
7220 Police Officers & drivers	\$1,460,217	\$1,570,000	\$1,570,000	\$1,570,000
8380 Auto Service	\$62,248	\$67,000	\$67,000	\$67,000
8810 Clerical	\$981,611	\$1,055,000	\$1,055,000	\$1,055,000
9015 Bldg Maintenance	\$42,431	\$46,000	\$46,000	\$46,000
9102 Parks NOC	\$19,165	\$21,000	\$21,000	\$21,000
9220 Cemetary Operations	\$37,135	\$40,000	\$40,000	\$40,000
9402 Sewer Cleaning	\$229,455	\$246,000	\$246,000	\$246,000
9402 Street Cleaning	\$2,889	\$3,100	\$3,100	\$3,100
9410 Municipal Employees	\$413,926	\$445,000	\$445,000	\$445,000
TOTAL ESTIMATED PREMIUM	\$136,715	\$110,755	\$131,256	\$96,244



Committee of the Whole Memorandum

To: Mayor Manier & City Council
From: Jim Culotta, City Administrator
Date: 12/12/16
Re: Water Tower Cellular Lease

BACKGROUND

Staff has been approached by Verizon to install cellular equipment on top of our water tower on 911 Drive. Space on the tower is available and staff has provided preliminary information to enable Verizon to prepare the attached documents. The lease agreement originally called for a monthly payment to the City of \$500. Verizon has since revised and offered \$2,000/month. Lease rates from other local communities has yield the following:

- \$882.54/month City of Geneseo (water tower)
- \$994.70/month Rock Falls (land based tower) **
- \$1,200/month Village of Morton
- \$1,200/month City of Moline
- \$1,000-\$1,500/month City of East Peoria
- \$1,600/month City of Rock Island (land based tower) **
- \$1,900/month City of Galesburg (land based tower) **

** Represents known annual escalator provisions ranging from 2-4%

At the November 21st Finance & Personnel Committee meeting, staff was instructed to counter offer the monthly fee at \$2,200 with a 3% escalator and a 5-year opt out clause for the City. The Committee also asked staff to execute Verizon's proposed site access agreement so they can perform feasibility tests and then to bring Verizon's response to the Committee of the Whole.

SUMMARY

Verizon has since accepted our 3% annual escalator but is unwilling to increase the monthly fee because even \$2,000/month is a little higher than market for our area. As for the 5-year opt out, Verizon says anything less than 10 years is unacceptable. Newly revised lease documents reflect these terms and are currently under review by City staff.

RECOMMENDATION

Staff requests Council consideration and feedback. If Council is inclined to consider this lease further, Staff recommends City Attorney review following additional staff analysis. The City Attorney has not been engaged thus far but is recommended prior to City approval.

ATTACHMENTS

- I. Memorandum of Water Tower Lease Agreement
- II. Water Tower Lease Agreement

Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: DT Washington)

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of Water Tower Lease Agreement is made this ____ day of _____, 20__, between the City of Washington, an Illinois municipal corporation, with its principal office located at 301 Walnut Street, Washington, Illinois 61571, hereinafter referred to as "LESSOR", and Cellco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "Agreement") on _____, 20__ for an initial term of ten (10) years, commencing on the Commencement Date, as defined in the Agreement. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, the Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.
2. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 216 N. Main Street, City of Washington, Tazewell County, Illinois (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 20' x 36' parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment skid and cabinets; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, N. Main Street, to the Land Space; and together with a five (5) foot wide right-of-way (the "Coax Right of Way") over and through the Property

between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The demised premises and rights of way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event any public utility is unable to use the aforementioned rights-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to LESSEE.

3. LESSEE has a right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Page Follows]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

City of Washington

By: _____
Name: _____
Its: _____
Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____
Name: Jacque Vallier
Its: Executive Director – Network Field Engineering
Date: _____

[Acknowledgments on Following Page]

Remainder of Page Intentionally Left Blank

STATE OF ILLINOIS)
)
COUNTY OF TAZEWELL)

LESSOR ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of the City of Washington, an Illinois municipal corporation, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as his/her own act and deed on behalf of the City of Washington.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

LESSEE ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that **Jacque Vallier** personally came before me this day and acknowledged that he is the Executive Director – Network Field Engineering of Cellco Partnership d/b/a Verizon Wireless, and he, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as his own act and deed on behalf of said partnership.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT A

[LEGAL DESCRIPTION OF THE PROPERTY AND THE PREMISES]

**LEGAL DESCRIPTION
EXISTING PARENT PARCEL**

(PER TITLE COMMITMENT NUMBER 11525570, DATED AUGUST 15, 2016)

ALL THOSE PARCELS OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC# 362789, DOC# 436442 AND DOC# 441519, AND ALL THAT PARCEL OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AND ALL THAT PARCEL OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 375209.

**LEGAL DESCRIPTION
PROPOSED 20' x 36' LEASE TRACT
720 SQ. FT. ±**

A 20 FOOT BY 36 FOOT LEASE TRACT AND UTILITY EASEMENT BEING A PART OF SUBLOT O AND SUBLOT J OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE 'NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 90°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING, CONTAINING 720 SQUARE FEET, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

[Continued on Following Page]

Exhibit "A"

LEGAL DESCRIPTION
PROPOSED 20' WIDE INGRESS, EGRESS & UTILITY EASEMENT

A 20 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT BEING A PART OF SUBLOT O, SUBLOT P AND SUBLOT J OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 90°-00'-00" WEST, A DISTANCE OF 36.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 79.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 203.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE SOUTH 01°-17'-20" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRE, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

LEGAL DESCRIPTION
PROPOSED 5' WIDE COAX EASEMENT

A 5 FOOT WIDE COAX UTILITY EASEMENT BEING A PART OF SUBLOT O OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

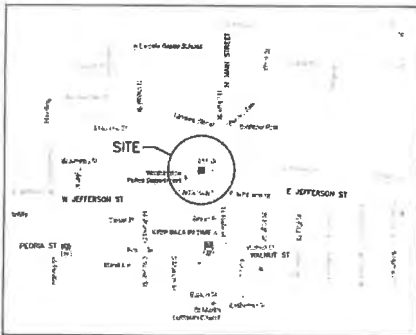
COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE TO BE DESCRIBED; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 6.35 FEET; THENCE SOUTH 55°-30'-00" EAST, A DISTANCE OF 8.86 FEET TO THE TERMINUS OF SAID CENTERLINE, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

Exhibit "A"

EXHIBIT B

[SURVEY]

See attached.



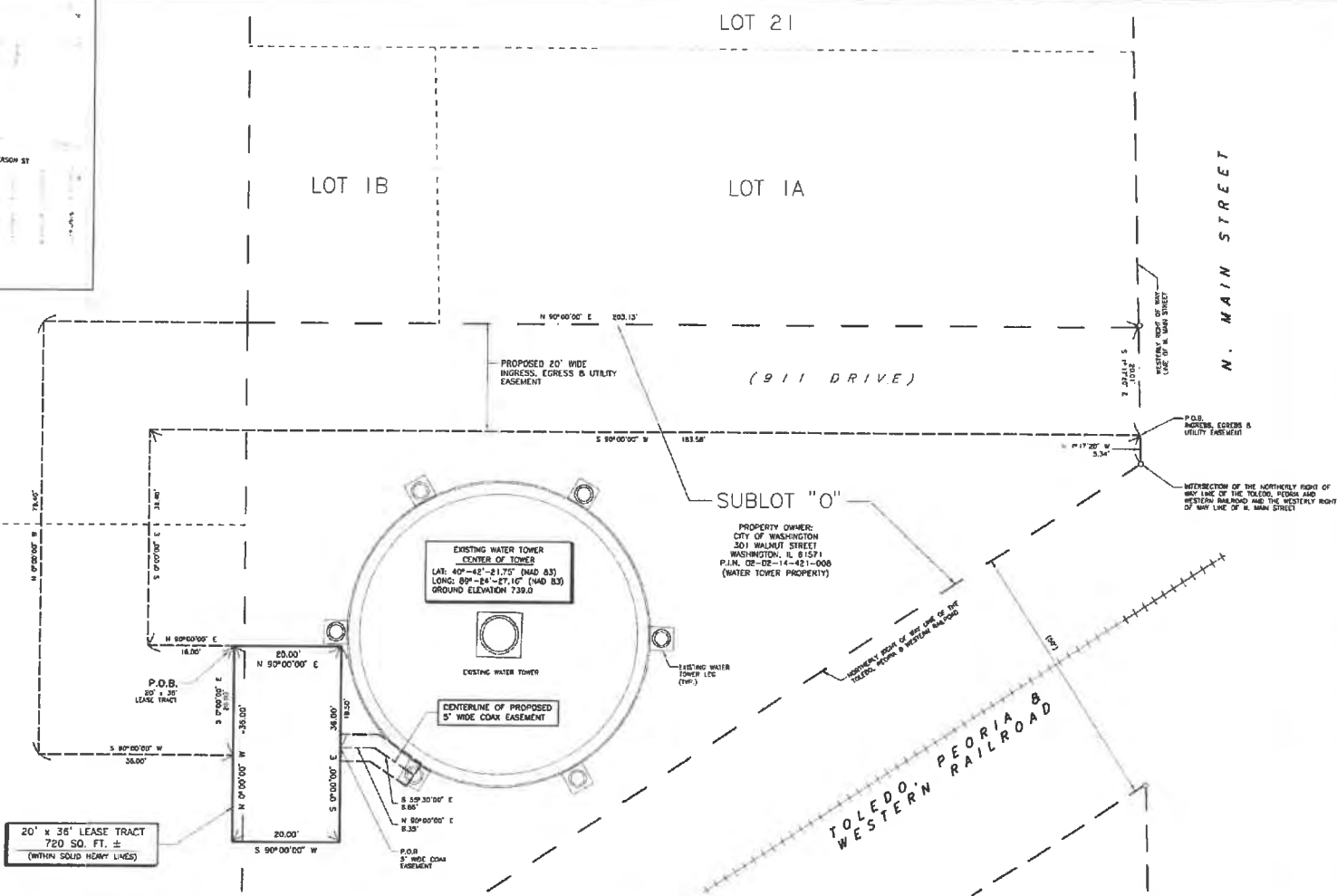
LOCATION MAP
NOT TO SCALE

SUBLOT "P"

PROPERTY OWNER:
CITY OF WASHINGTON
301 WALNUT STREET
WASHINGTON, IL 61571
P.L.N. 02-02-14-421-011

SUBLOT "J"

PROPERTY OWNER:
CITY OF WASHINGTON
301 WALNUT STREET
WASHINGTON, IL 61571
P.L.N. 02-02-14-421-012



TITLE COMMITMENT NOTES:
(PER TITLE COMMITMENT NUMBER 11525970, DATED AUGUST 15, 2010)

10. SCHEDULE B, ITEM 10: SUBJECT TO EASEMENT FROM CITY OF WASHINGTON TO THE CITY OF WASHINGTON AS SET FORTH IN DOC# 748059 DATED 10/16/1986 AND RECORDED 05/05/1987, TAZEWELL COUNTY RECORDS. (PLOTTED ON SURVEY, THIS ITEM DOES NOT AFFECT THE PROPOSED LEASE TRACT)

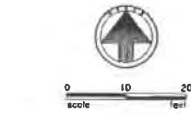
11. SCHEDULE B, ITEM 11: SUBJECT TO EASEMENT FROM CITY OF WASHINGTON TO THE CITY OF WASHINGTON AS SET FORTH IN DOC# 748059 DATED 10/16/1986 AND RECORDED 05/05/1987, TAZEWELL COUNTY RECORDS. (PLOTTED ON SURVEY, THIS ITEM DOES NOT AFFECT THE PROPOSED LEASE TRACT)

12. SCHEDULE B, ITEM 12: SUBJECT TO PLAT OF PART OF THE SOUTHWEST QUARTER OF SECTION 14 AS SET FORTH IN PLAT BOOK L, PAGE 109, RECORDED 10/16/1917, TAZEWELL COUNTY RECORDS. (PLAT OF SUBDIVISION AFFECTS THE ENTIRE PARENT PARCEL AND THE PROPOSED LEASE TRACT AND EASEMENTS)

13. SCHEDULE B, ITEM 13: SUBJECT TO EASEMENT FROM CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS TO THE CITY OF WASHINGTON AS SET FORTH IN DOC# 748064 DATED 10/04/1986 AND RECORDED 05/05/1987, TAZEWELL COUNTY RECORDS. (PLOTTED ON SURVEY, THIS ITEM DOES NOT AFFECT THE PROPOSED LEASE TRACT)

14. SCHEDULE B, ITEM 14: SUBJECT TO PLAT MAP AS SET FORTH IN BOOK L, PAGE 109 RECORDED 10/16/1917, TAZEWELL COUNTY RECORDS. (PLAT OF SUBDIVISION AFFECTS THE ENTIRE PARENT PARCEL AND THE PROPOSED LEASE TRACT AND EASEMENTS)

- LEGEND**
- BOUNDARY LINE OF LEASE SITE
 - RIGHT OF WAY LINE
 - PARENT PARCEL
 - EXISTING PROPERTY LINE
 - PROPOSED EASEMENT LINE
 - EXISTING EASEMENT LINE
 - SURVEY PIPE ON ROAD FOUND
 - INFORMATION OF RECORD
 - P.O.B.
 - POINT OF BEGINNING
 - SCHEDULE B EXCEPTION



SEE SHEET LS-1.1 FOR LEGAL DESCRIPTIONS

SEE SHEET LS-1.1 FOR PARENT PARCEL DETAIL

STATE OF ILLINOIS
COUNTY OF PEORIA

WE, CONSOLIDATED LAND SURVEYING, INC. DO HEREBY CERTIFY THAT WE HAVE SURVEYED AND PREPARED A PLAT OF SURVEY OF A PART OF SUBLOT O, P AND J IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE 3RD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND THAT THE ABOVE PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AS MADE BY US AND DRAWN TO A SCALE OF 1 INCH = 10 FEET.

GIVEN UNDER MY HAND AND SEAL THIS 31st DAY OF NOVEMBER, A.D. 2010.

CONSOLIDATED LAND SURVEYING, INC.

[Signature]
H. RALPH HODGES, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2812



EXPIRES: 11-30-18

CELCO
PARTNERSHIP, D.B.A.
VERIZON WIRELESS

REAL ESTATE MANAGER:
ERIKL OUTAROUGH
1515 EAST WOODFIELD RD.
SCHAUMBURG, IL 60173
OFFICE: (847) 708-7935

CONSTRUCTION MANAGER:
RON PAULY
500 TECHNOLOGY DRIVE
2ND FLOOR
WELDON SPRING, MO 63304
OFFICE: (636) 793-9276

CLS
CONSOLIDATED LAND SURVEYING

1300 W. CONNORCE DR. STE. 700
PEORIA, ILLINOIS 61615

LAND SURVEYORS
AND PROFESSIONAL ENGINEERS

PHONE: 309-682-2434
FAX: 309-682-2433

PROFESSIONAL DESIGN FIRM NO. 001-000004

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PREPARED BY: RPH 10-10-18

1 11-28-18 RECHECK FOR NEW TITLE COMMITMENT

SITE NAME:

DT
WASHINGTON

SHEET NAME

LESSEE

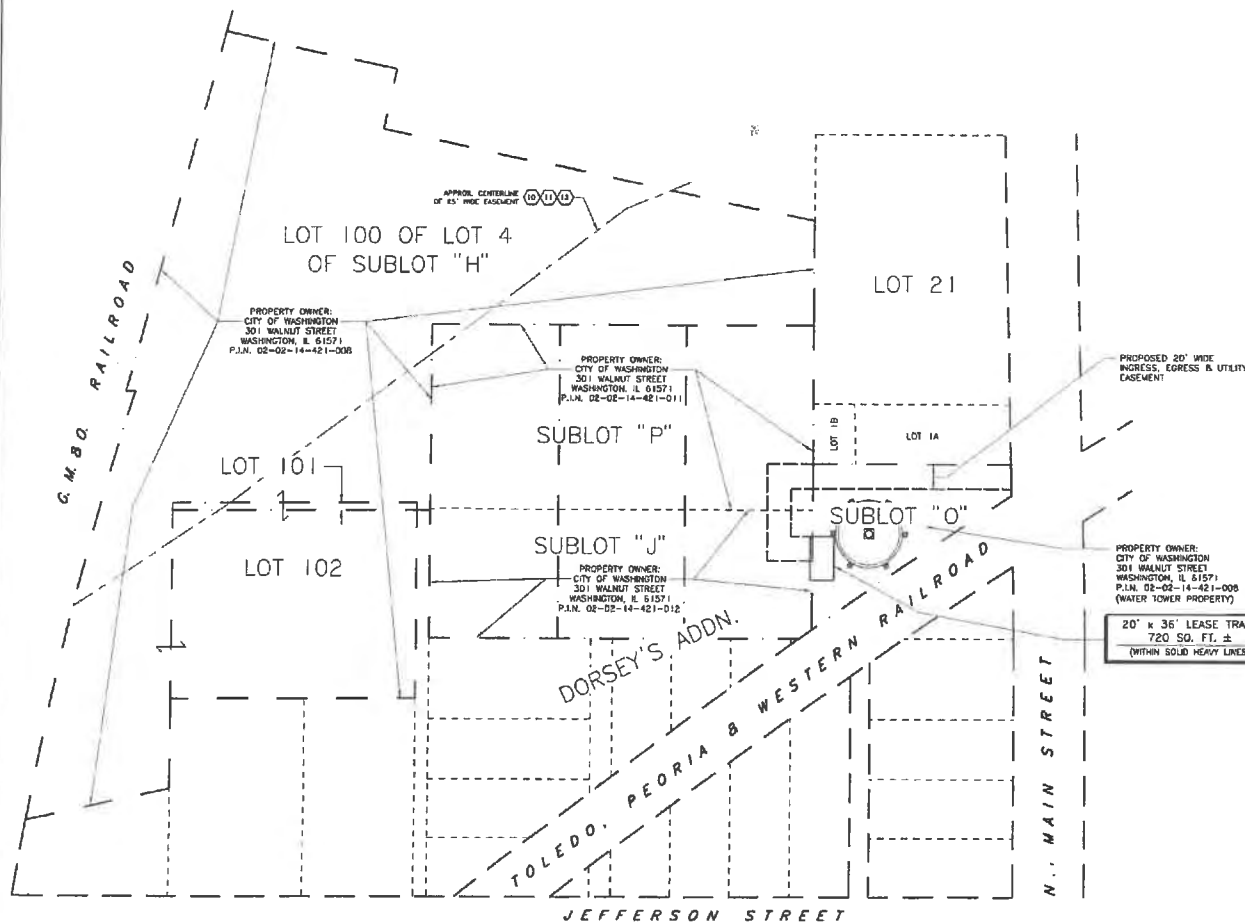
PLAT OF SURVEY

SHEET NUMBER

LS-1

JOB NUMBER

9B16-26-03-14B-03



LEGAL DESCRIPTION PROPOSED 20' x 36' LEASE TRACT 720 SQ. FT. ±

A 20 FOOT BY 36 FOOT LEASE TRACT AND UTILITY EASEMENT BEING A PART OF SUBLOT O AND SUBLOT J OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 6.34 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 18.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 80°-00'-00" EAST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 90°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.50 FEET; THENCE SOUTH 80°-00'-00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 720 SQUARE FEET, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

LEGAL DESCRIPTION PROPOSED 20' WIDE INGRESS, EGRESS & UTILITY EASEMENT

A 20 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT BEING A PART OF SUBLOT O, SUBLOT P AND SUBLOT J OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 6.34 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 18.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 80°-00'-00" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 80°-00'-00" WEST, A DISTANCE OF 39.50 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRE, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

LEGAL DESCRIPTION PROPOSED 5' WIDE COAX EASEMENT

A 5 FOOT WIDE COAX UTILITY EASEMENT BEING A PART OF SUBLOT O OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 6.34 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 18.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 80°-00'-00" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 80°-00'-00" WEST, A DISTANCE OF 39.50 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRE, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

LEGAL DESCRIPTION EXISTING PARENT PARCEL

(PER TITLE COMMITMENT NUMBER 11525570, DATED AUGUST 15, 2018)
ALL THOSE PARCELS OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED 0024 382788, 0024 438442 AND 0024 441918, AND ALL THAT PARCEL OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AND ALL THAT PARCEL OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 375309.

CELLCO
PARTNERSHIP, D.B.A.
VERIZON WIRELESS
REAL ESTATE MANAGER:
ERRO, DUTKINS
1515 EAST WOODFIELD RD.
SCHAUMBURG, IL 60173
OFFICE: (847) 706-7995
CONSTRUCTION MANAGER:
RON PAULY
500 TECHNOLOGY DRIVE
2ND FLOOR
MELDEN SPRING, MD 21054
OFFICE: (410) 793-9278

CLS
CONSOLIDATED LAND SURVEYORS
1300 W. COMMERCE DR. STE. 700
PEORIA, ILLINOIS 61615
LAND SURVEYORS
AND PROFESSIONAL ENGINEERS
PHONE: 308-682-5434
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PROFESSIONAL ENGINEERING NO. 104-023784

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PREPARED BY: MHI 10-10-16

1 11-08-18 REVED PER NEW TITLE COMMITMENT

SITE NAME:
**DT
WASHINGTON**

SHEET NAME
LESSEE
PLAT OF SURVEY
LEGAL DESCRIPTIONS

SHEET NUMBER
LS-1.1

JOB NUMBER
9816-26-03-148-03

WATER TOWER LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____, between the City of Washington, an Illinois municipal corporation with its principal offices located at 301 Walnut Street, Washington, Illinois 61571, hereinafter designated LESSOR and Celco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 216 N. Main Street, City of Washington, Tazewell County, Illinois (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 20' x 36' parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment skid and cabinets; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, N. Main Street, to the Land Space; and together with a five (5) foot wide right-of-way (the "Coax Right of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Coax Right of Way are substantially described in Exhibit "A", attached hereto and made a part hereof, and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Coax Right of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower. LESSEE shall remove the existing equipment shelter located at the Premises prior to installing LESSEE's equipment.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and

SITE NAME: DT Washington
SITE NUMBER: 288893
ATTY/DATE: GJ

made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for ten (10) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Four Thousand Dollars (\$24,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or via email to livebills@ecova.com. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless either party terminates it at the end of the then current term by giving the other party written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the total annual rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term

shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall

cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and

earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower

and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's

rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Washington
301 Walnut Street
Washington, Illinois 61571
Attention: _____

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which

LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if

performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or

Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this

Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the Parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Washington

WITNESS

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

**Cellco Partnership d/b/a Verizon
Wireless**

WITNESS

By: _____
Name: Jacque Vallier
Title: Executive Director – Network Field
Engineering
Date: _____

Exhibit "A"

(Legal Description of Premises within Property)

**LEGAL DESCRIPTION
PROPOSED 20' x 36' LEASE TRACT
720 SQ. FT. ±**

A 20 FOOT BY 36 FOOT LEASE TRACT AND UTILITY EASEMENT BEING A PART OF SUBLOT O AND SUBLOT J OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 90°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING, CONTAINING 720 SQUARE FEET, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

**LEGAL DESCRIPTION
PROPOSED 5' WIDE COAX EASEMENT**

A 5 FOOT WIDE COAX UTILITY EASEMENT BEING A PART OF SUBLOT O OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE TO BE DESCRIBED; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 6.35 FEET; THENCE SOUTH 55°-30'-00" EAST, A DISTANCE OF 8.86 FEET TO THE TERMINUS OF SAID CENTERLINE, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

**LEGAL DESCRIPTION
PROPOSED 20' WIDE INGRESS, EGRESS & UTILITY EASEMENT**

A 20 FOOT WIDE INGRESS, EGRESS AND UTILITY EASEMENT BEING A PART OF SUBLOT O, SUBLOT P AND SUBLOT J OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 39.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 90°-00'-00" WEST, A DISTANCE OF 36.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 79.40 FEET; THENCE NORTH 90°-00'-00" EAST, A DISTANCE OF 203.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE SOUTH 01°-17'-20" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRE, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

**LEGAL DESCRIPTION
EXISTING PARENT PARCEL**

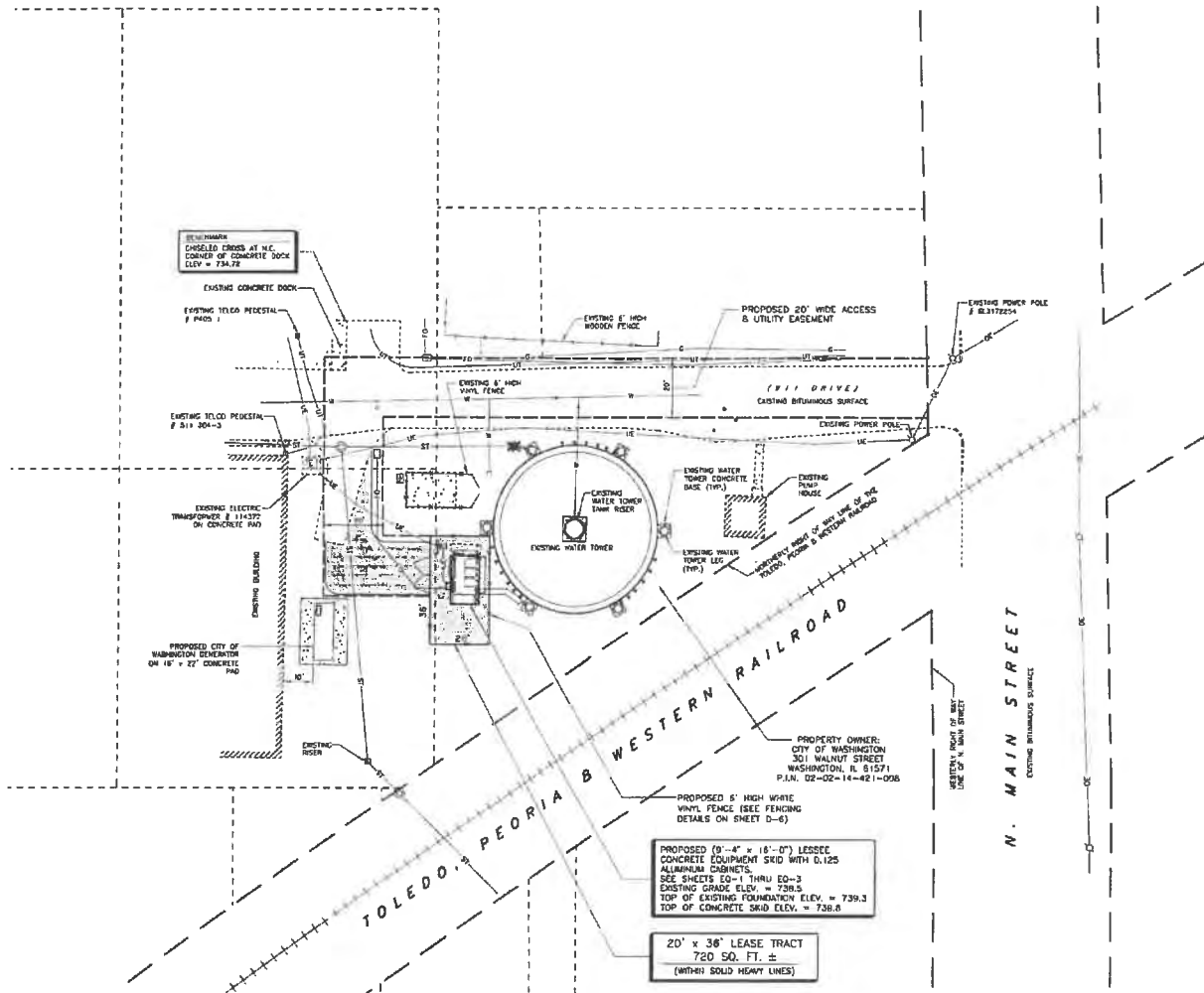
(PER TITLE COMMITMENT NUMBER 11525570, DATED AUGUST 15, 2016)

ALL THOSE PARCELS OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC# 362789, DOC# 436442 AND DOC# 441519, AND ALL THAT PARCEL OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AND ALL THAT PARCEL OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 375209.

Exhibit “B”

(Lessee’s Permitted Equipment)

See attached.



THE PROPOSED EQUIPMENT SKID HAS BEEN OBTAINED BY DRAWINGS FROM FIBERBOND AS A PRE-ASSEMBLED SKID. REFER TO FIBERBOND DRAWING NO. D10687 FOR REQUIRED FIELD WORK ASSEMBLY AND FURTHER DETAILS.

CALL J.U.L.L.E.
BEFORE ANY EXCAVATION
1-800-892-0123

FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTACT). PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE.

BENCHMARK DATUM

LOCATION: CHISELED CROSS AT N.E. CORNER OF CONCRETE DOCK
ELEVATION: 734.72

LEGEND

- PROPOSED LEASE LINE
- PROPOSED EASEMENT LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING BUILDING LINE
- IRON ROD SET
- SURVEY PIPY OR ROD FOUND
- CROSS CUT IN CONCRETE
- EXISTING CONTOUR ELEVATION
- EXISTING SPOT ELEVATION
- EXISTING VALVE
- EXISTING HANDHOLE
- FIRE HYDRANT
- EXISTING MANHOLE
- UTILITY POLE
- TELEPHONE PEDSTAL
- ELECTRIC TRANSFORMER
- FIBER OPTIC VAULT
- STORM SEWER
- WATERMAIN
- GASMAIN
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- UNDERGROUND TELEPHONE
- PROPOSED SPOT ELEVATION
- PROPOSED CONTOUR ELEVATION
- CONCRETE SURFACE
- GRAVEL SURFACE
- FENCE LINE
- RAILROAD TRACK
- EXISTING CURB AND GUTTER
- INFORMATION OF RECORD

ZONING OFFICE B BUILDING PERMIT DATA

CITY OF WASHINGTON
301 WALNUT STREET
WASHINGTON, D.C. 20001
(202) 444-1135

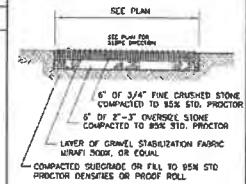
COST OF BUILDING PERMIT: UNKNOWN

THE CONTRACTOR IS RESPONSIBLE FOR PICKING UP THE BUILDING PERMIT AND FOR PAYING PERMIT FEES

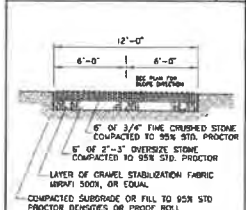
SPECIAL CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST CELL SITE AND RADIO STATION PROTECTION ENGINEERING CONSIDERATIONS, PRACTICE DB-887-630-065, ISSUE 2, DATED JULY 2001, PAGES 1-68.
- 24 HOURS NOTICE SHALL BE GIVEN TO THE CONSTRUCTION MANAGER AND THE RESPONSIBLE SITE TECHNICIANS PRIOR TO CLOSING TRENCHES FOR INSPECTION OF GROUNDING.
- THE CONTRACTOR SHALL NOTIFY THE PROPERTY CONTACT OR OWNER A MINIMUM OF 24 HOURS PRIOR TO ENTERING THE PROPERTY.
- THE CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY AND HEALTH STANDARDS ISSUED UNDER THE OSH ACT THAT APPLY TO ACTIONS AND CONDUCT OF WORKERS AND PERSONNEL ON THE JOB SITE.
- THE CONTRACTOR MUST FURNISH ALL EMPLOYEES A SAFE AND HEALTHFUL WORKING ENVIRONMENT FREE FROM RECOGNIZED HAZARDS.
- THE CONTRACTOR SHALL PROVIDE PERSONAL PROTECTIVE EQUIPMENT FOR ALL WORKERS AND PERSONNEL.
- THE SITE CONTRACTORS SHALL BE UNDEVELOP OF KEEPING THE ACCESS DRIVE AND THE PUBLIC STREET CLEAN OF DEBRIS, MUD AND DIRT DURING CONSTRUCTION. THEY SHALL PROVIDE CLEAN-UP AT LEAST TWICE DAILY AS NEEDED OR AS DIRECTED BY THE LOCAL INSPECTIONS DEPARTMENT.

GRAVEL SECTION SHOWN SHALL EXTEND TO THE PROPOSED LEASE LINE UNLESS OTHERWISE SHOWN ON THIS PLAN. MATCH EXISTING GRADE.



GRAVEL COMPOUND PAVING DETAIL NOT TO SCALE



GRAVEL ACCESS DRIVE DETAIL NOT TO SCALE

CONSTRUCTION NOTES

- The locations of existing utilities shown on this sheet are only approximate and may not be complete. The contractor shall verify location of all utilities in the field prior to commencing construction. Protect all existing utilities which are to remain. Upon discovery of unknown or concealed utilities, notify architect/owner immediately. Call J.U.L.L.E. at 1-800-892-0123.
- All proposed construction work shall be in accordance with the latest edition of the standards specifications for road and bridge construction in Maryland.
- All utility trenches in structural areas shall be backfilled to subgrade with reach backfill material and compacted to at least 85 percent of maximum dry density as determined by the standard proctor.
- A minimum of 8 inches of topsoil shall be placed in all unpaved disturbed areas. Topsoil shall be fertile, friable, sandy loam and shall be free of roots, sticks and any other extraneous material and toxic substances. Finish grade of improved disturbed areas to a condition suitable for landscaping.
- Traffic control during construction shall be in accordance with state and city requirements. All all-ways traffic control and construction procedures shall be performed in a way so as to provide reasonable safety to all involved, including, but not limited to, construction workers, materials and pedestrians. The safety of all involved shall be the sole responsibility of the contractor.
- All existing surrounding areas and property shall be properly protected from damage and not undamaged from operations of the contractor. If such damage occurs, it shall be the sole responsibility of the contractor.
- Contractor shall verify all dimensions shown on the lower plans.
- Contractor shall acquire all permits that are required by the local authorities, and all construction work shall be performed in compliance with the requirements of all applicable local, state and federal laws, regulations and rules.
- See lower and building plans for respective site details.
- Deviations are above mean sea level.
- Do not scale any dimensions from this drawing.
- At existing recorded easements are indicated on this drawing to the best of the surveyor's knowledge per visual inspection, survey drawings and information received from the developer. Contractor shall contact J.U.L.L.E. at 1-800-892-0123 48 hours prior to start of construction to have underground utilities located and marked.
- All construction shall conform to the 2012 REC code, the 2011 REC code, and per local jurisdiction requirements.

CELLCO
PARTNERSHIP, D.B.A.
VERIZON WIRELESS

REAL ESTATE MANAGER:
ERROL OUTARSHIN
1515 EAST WOODFIELD RD.
SCHAMBURG, IL 60173
OFFICE: (847) 708-7995

CONSTRUCTION MANAGER:
IRON PALLY
500 TECHNOLOGY DRIVE
2ND FLOOR
MELDON SPRING, MO 63304
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CLS
CONSOLIDATED LAND SURVEYING

1300 W. COMMERCE DR. STE. 700
PEORIA, ILLINOIS 61615

LAND SURVEYORS
AND PROFESSIONAL ENGINEERS
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PROFESSIONAL SURVEY FIRM NO. 068-007674

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PREPARED BY: HEN 10-10-18

1 10-21-18 REVISION: 1.1 PER
2 10-26-18 REVISION: 1.2 PER

SITE NAME:

DT
WASHINGTON

SHEET NAME

SITE PLAN

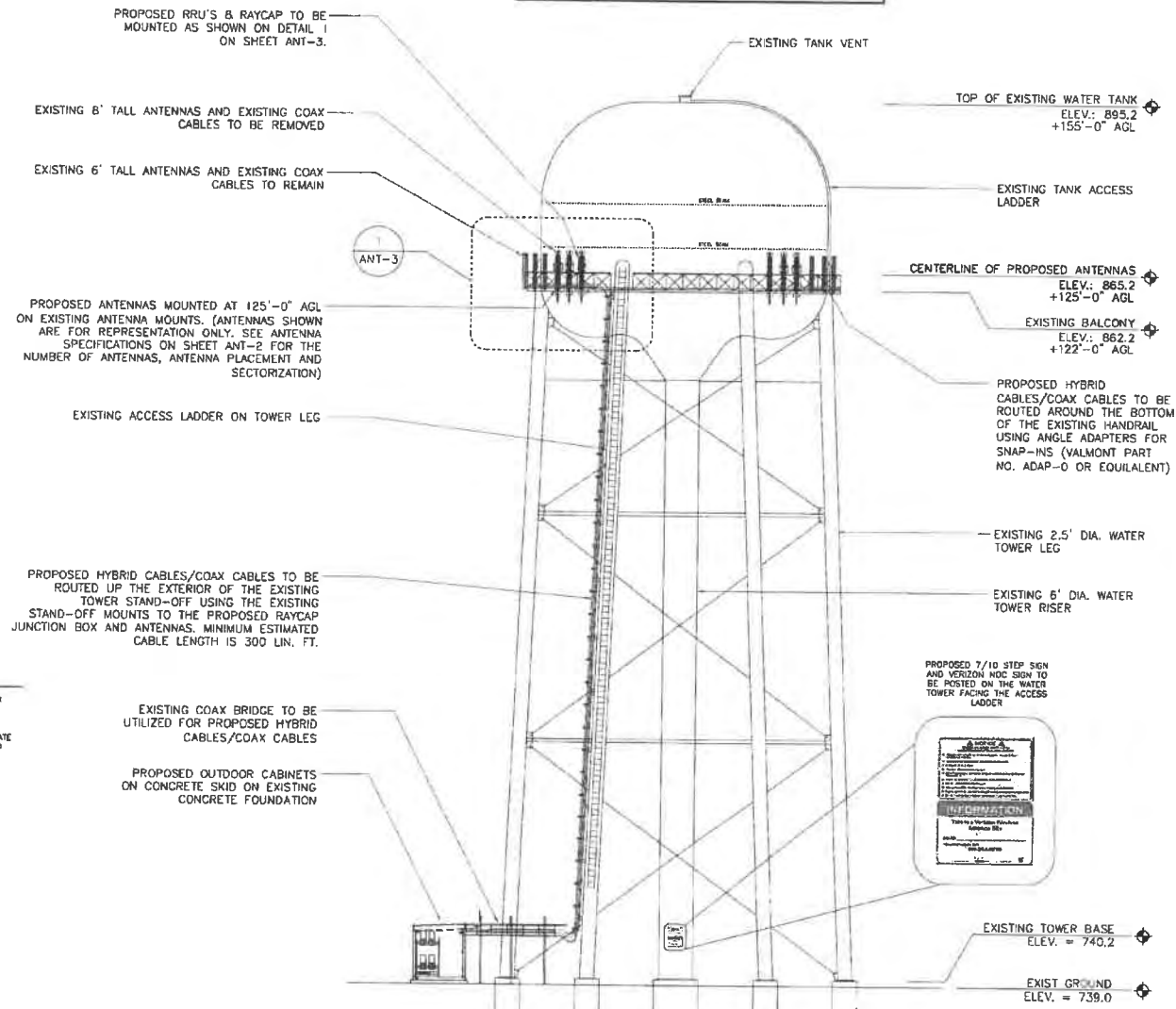
SHEET NUMBER

C-1

JOB NUMBER

5816-26-03-148-03

ALL COAX CABLES, BRACKETS, MOUNTS AND HARDWARE SHALL BE PAINTED TO MATCH THE EXISTING WATER TOWER. SEE PAINT SPECIFICATIONS ON SHEET PS-1.



NOTES:

1. VERIFY EACH COAXIAL CABLE LENGTH, ROUTING AND ALL MOUNTING APPURTENANCES WITH OWNER PRIOR TO ORDERING.
2. THE MINIMUM COAXIAL CABLE LENGTH HAS BEEN ESTIMATED AT 300 FEET EACH WITH A CORRESPONDING CABLE DIAMETER AS SHOWN ON SHEET ANT-2. THIS CABLE LENGTH IS APPROXIMATE AND IS NOT TO BE USED FOR CONSTRUCTION. ACTUAL CABLE LENGTHS MAY VARY FROM ESTIMATED MINIMUM LENGTH AND MUST BE VERIFIED.
3. TAG ALL MAIN CABLES (LABELLED ACCORDING TO SPECS) AT FOUR (4) LOCATIONS:
 - A. 1 ID TAG ON THE BOTTOM 1/2" JUMPER COMING FROM THE EXISTING EQUIPMENT
 - B. 1 ID TAG ON THE BOTTOM MAIN LINE AT PLATFORM NEAR THE MAIN CONNECTOR
 - C. 1 ID TAG ON THE TOP MAIN LINE NEAR THE MAIN CONNECTOR
 - D. 1 ID TAG ON THE TOP 1/2" JUMPER NEAR THE ANTENNA
4. CONTRACTOR TO APPLY TAGS ON THE MAIN CABLES USING A MORE PERMANENT METHOD THAN THE WRAPS. CONTACT CONSTRUCTION MANAGER FOR SUFFICIENT METHODS.
5. IN THE EVENT DIPLEXERS AND/OR OTHER EQUIPMENT IS ADDED INTO THE SYSTEM, TAGGING WILL BE CHANGED FROM NOTE 3. CONTACT CONSTRUCTION MANAGER FOR SUFFICIENT METHODS.
6. EACH COAX SHALL BE SUPPORTED COLUMN GRIP (CHINESE FINGER GRIP) HUNG FROM A J-HOOK AT TOP OF TOWER, (10' ABOVE FOR LATTICE TOWER).
7. EACH COAX SHALL BE GROUNDED AT THREE (3) LOCATIONS:
 - A. TOWER PLATFORM OR FRAME
 - B. TOWER BASE
 - C. OUTSIDE EQUIPMENT PLATFORM UNDER ROOF CANOPY
8. COAXIAL CABLES TO BE SUPPORTED EVERY 3'-0" ON PLATFORM OR FRAME WITH STAINLESS STEEL HANGERS.
9. COAXIAL CABLES TO BE SUPPORTED EVERY 18" WITH STAINLESS STEEL HANGERS.
10. ANTENNA CONTRACTOR RESPONSIBLE FOR FABRICATING ENCLOSURE JUMPERS.
11. COAX TYPE WILL BE HW7-50 AIR FLOW DIELECTRIC CABLE FROM ANDREW TO REPLACE THE OLDER LDF7-50 CABLE.
12. THE CONTRACTOR SHALL USE PPC CONNECTORS ONLY. NO ANDREW CONNECTORS SHALL BE USED.

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 ERROL OLIARSON
 1515 EAST WOODFIELD RD.
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 NATIONAL BOARD REG. NO. 101-020704

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PREPARED BY: WPM 10-10-16

1	10-28-16	REVISED PLATFORM TO CONNECT SIGN
2	11-09-16	REVISED GROUND ELEVATION PER COMMENTS

SITE NAME:
DT WASHINGTON

SHEET NAME
TOWER ELEVATION AND NOTES

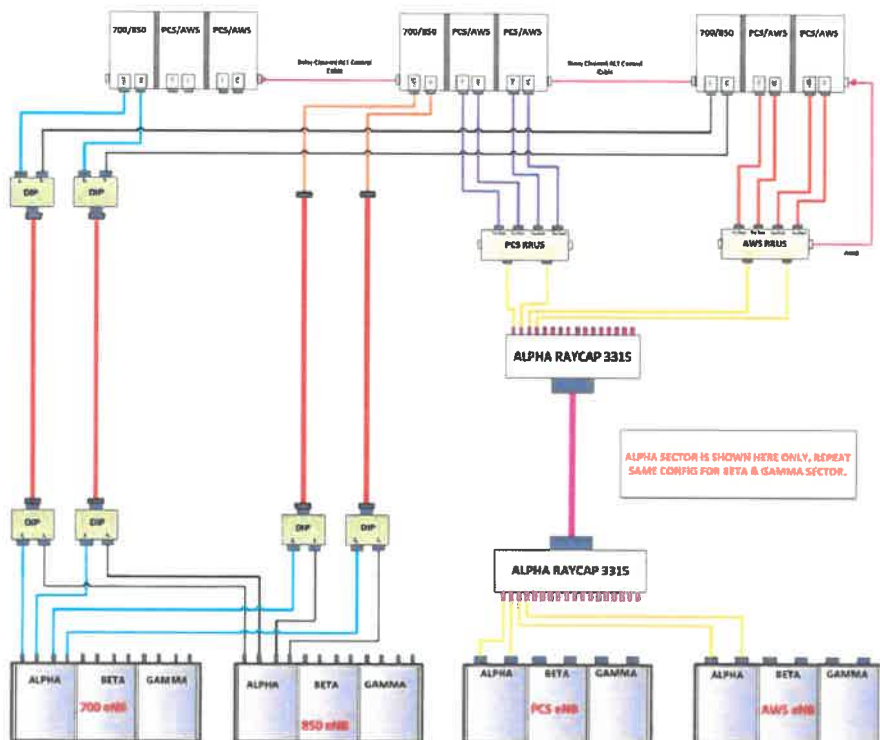
SHEET NUMBER
ANT-1

JOB NUMBER
 9818-26-03-148-03

ELEVATION - LOOKING NORTH
 NOT TO SCALE

ESTIMATED HYBRID CABLE LENGTH IS 300 LIN. FT.

Proposed						
Passive Components	Location	Manufacturer	Component Model	Count	Action	
	Top (Platform)					
	Top (Platform)					
	Top (Platform)					
	Top (Platform)	Andrew	CBC78-OF-8-DCB	8	Install	
	Top (Platform)	Raytheon	RCMDC-3315-PF-48	1	Install	
	Top (Platform)	Ericsson	RRUS 33- AWS	3	Install	
	Top (Platform)	Ericsson	RRUS 33- PCS	3	Install	
	Top (Platform)					
	Top (Platform)					
	Bottom (Shelter)	Raytheon	RCMDC-3315-PF-48	1	Install	
	Bottom (Shelter)	Andrew	CBC78-OF-8-DCB	12	Install	
Coax						
	Sector	Coax Manufacturer	Type	Size	Count	Action
	Alpha			1 5/8"	4	Install
	Beta			1 5/8"	4	Install
	Gamma			1 5/8"	4	Install
	AWS	Andrew	Hybrid Cable	1 5/8"	8	Install



ANTENNA LINE/PLATFORM SCHEMATIC
NOT TO SCALE

2

EQUIPMENT CHANGE REQUEST FORM- ECR

Call Home	Location Number	Date of Request	D7 Workgroup	RF Engineer	Vehicle Group	Call ID	Address	W. Jefferson St. Worksheet, St. 03.079			
PROPOSED CONFIGURATION						Configuration					
Section	Phase	Start	RF Path	Aircraft Manufacturer	Aircraft Model	Aircraft Serial Number	Construct	Actual	Variable Tn	Mock-uped Tn	Action
Alpha	A1	13-04-05	1308 - Ref 05	ANDREW	SBNNH-1D65B	125	0		2	0	Add-Inst
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
	A3	13-04-05	1308 - Ref 05	ANDREW	SBNNH-1D65B	125	0		2	0	Add-Inst
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
	A4	13-04-05	1308 - Ref 05	ANDREW	SBNNH-1D65B	125	0		2	0	Add-Inst
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
Beta	A1	13-04-05	1308 - Ref 05	ANDREW	SBNNH-1D65B	125	120		2	0	Add-Inst
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
	A3	13-04-05	1308 - Ref 05	ANDREW	SBNNH-1D65B	125	120	0	2	0	Add-Inst
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
	A4	13-04-05	1308 - Ref 05	ANDREW	SBNNH-1D65B	125	120	0	2	0	Add-Inst
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
Gamma	A1	13-04-05	1308 - Ref 05	ANDREW	SBNNH-1D65B	125	240		3	0	Add-Inst
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
	A3	13-04-05	1308 - Ref 05	ANDREW	SBNNH-1D65B	125	240		3	0	Add-Inst
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
	A4	13-04-05	1308 - Ref 05	ANDREW	SBNNH-1D65B	125	240		3	0	Add-Inst
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								
		13-04-05	1308 - Ref 05								

TOWER NOTES:

1. COAX LADDER OR BRACKETS AND HARDWARE WILL NEED TO BE PROVIDED AND INSTALLED BY GENERAL CONTRACTOR
2. IT IS THE INSTALLING CONTRACTORS RESPONSIBILITY TO VERIFY ALL ANTENNA INFORMATION AGAINST FINAL RADIO ENGINEERING PLAN PROVIDED BY OTHERS.

ANTENNA SCHEDULE

**CELCO
PARTNERSHIP, D.B.A.
VERIZON WIRELESS**

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MEMBERSHIP IN: ILLINOIS SURVEYORS ASSOCIATION, ILLINOIS ENGINEERS ASSOCIATION

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PREPARED BY: HHH 10-10-10

SITE NAME:
DT
WASHINGTON

SHEET NAME
ANTENNA
INFORMATION

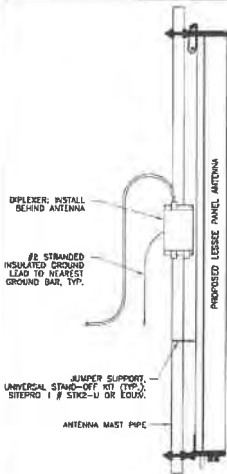
SHEET NUMBER

ANT-2

JOB NUMBER

9816-26-03-148-03

NOTE:
THIS DETAIL SHOWN FOR SCHEMATIC PURPOSES ONLY.
SEE PAGE ANT-2 FOR ANTENNA CONFIGURATION.



DIPLEXER:
ANDREW CACTN-DF-4-DCD
DIMENSIONS:
2.6" x 7.8" x 8.8" (D x H x W)
WEIGHT: 8.6 LBS

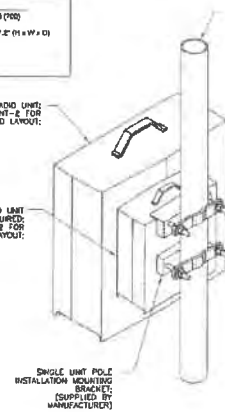


DIPLEXER
ANDREW CACTN-DF-4-DCD

REMOTE RADIO UNIT:
EMERSON PART # RRU12 84 (AWG)
EMERSON PART # RRU12 85 (PCB)
DIMENSIONS: 20.4" x 18.2" x 7.2" (H x W x D)
WEIGHT: 68 LBS

REMOTE RADIO UNIT A2:
EMERSON PART # RRU12 84 (AWG)
EMERSON PART # RRU12 85 (PCB)
DIMENSIONS: 20.4" x 18.2" x 7.2" (H x W x D)
WEIGHT: 68 LBS

REMOTE RADIO UNIT:
EMERSON PART # RRU12 84 (AWG)
EMERSON PART # RRU12 85 (PCB)
DIMENSIONS: 20.4" x 18.2" x 7.2" (H x W x D)
WEIGHT: 68 LBS

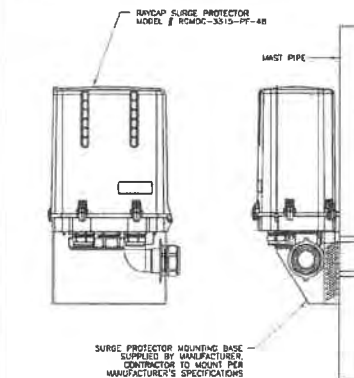


REMOTE RADIO UNIT A2:
EMERSON PART # RRU12 84 (AWG)
EMERSON PART # RRU12 85 (PCB)
DIMENSIONS: 20.4" x 18.2" x 7.2" (H x W x D)
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REMOTE RADIO UNIT:
EMERSON PART # RRU12 84 (AWG)
EMERSON PART # RRU12 85 (PCB)
DIMENSIONS: 20.4" x 18.2" x 7.2" (H x W x D)
WEIGHT: 68 LBS

DISTRIBUTION SURGE PROTECTOR:
RAYCAP PART # RCMDC-3315-PP-48
DC SURGE PROTECTION FOR PRIMARY/SECONDARY ANTENNA RADIO HEAD
TOWER, BASE, ROOFTOP, & ROOFTOP DISTRIBUTION MODELS
DIMENSIONS: 18.18" x 15.73" x 10.25" (H x W x D)
WEIGHT: 32 LBS (H x W x D)



RF EQUIPMENT
NOT TO SCALE

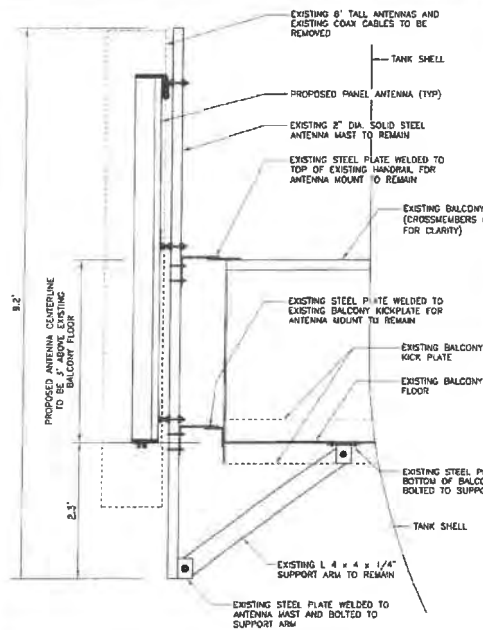
5

REMOTE RADIO UNITS
NOT TO SCALE

4

DISTRIBUTION SURGE PROTECTOR (RAYCAP)
NOT TO SCALE

3

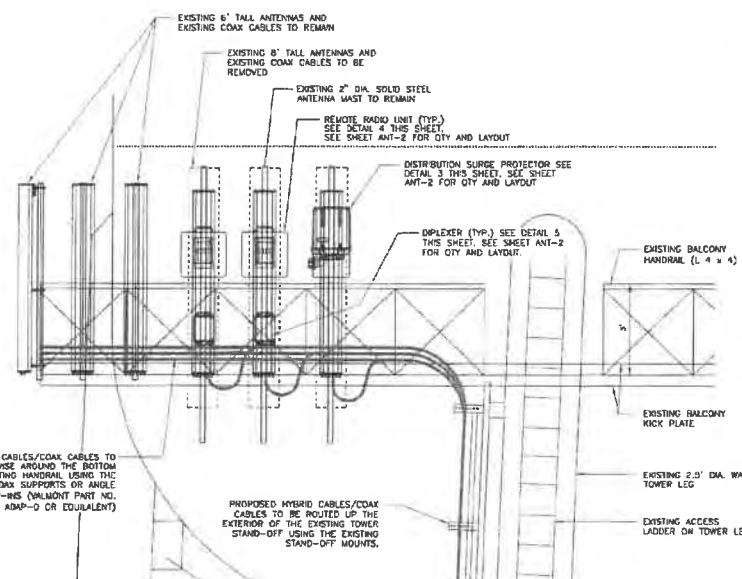


ALL COAX CABLES, BRACKETS, MOUNTS AND HARDWARE
SHALL BE PAINTED TO MATCH THE EXISTING WATER
TOWER. SEE PAINT SPECIFICATIONS ON SHEET PS-1.

THE EXISTING STRUCTURAL REPORT DATED SEPTEMBER
29, 2016 INDICATES THAT THE EXISTING ANTENNA
MOUNTS AND BRACKETS ARE SUFFICIENT FOR THE
PROPOSED ANTENNAS AND EQUIPMENT. SEE STRUCTURAL
REPORT FOR FURTHER DETAILS.

MAST POLE MOUNTING
NOT TO SCALE

2



ANTENNA & EQUIPMENT MOUNTING
NOT TO SCALE

1

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PREPARED BY: HMM 10-10-18

SITE NAME:
DT
WASHINGTON

SHEET NAME
ANTENNA
INFORMATION

SHEET NUMBER
ANT-3

JOB NUMBER
9816-25-03-148-03

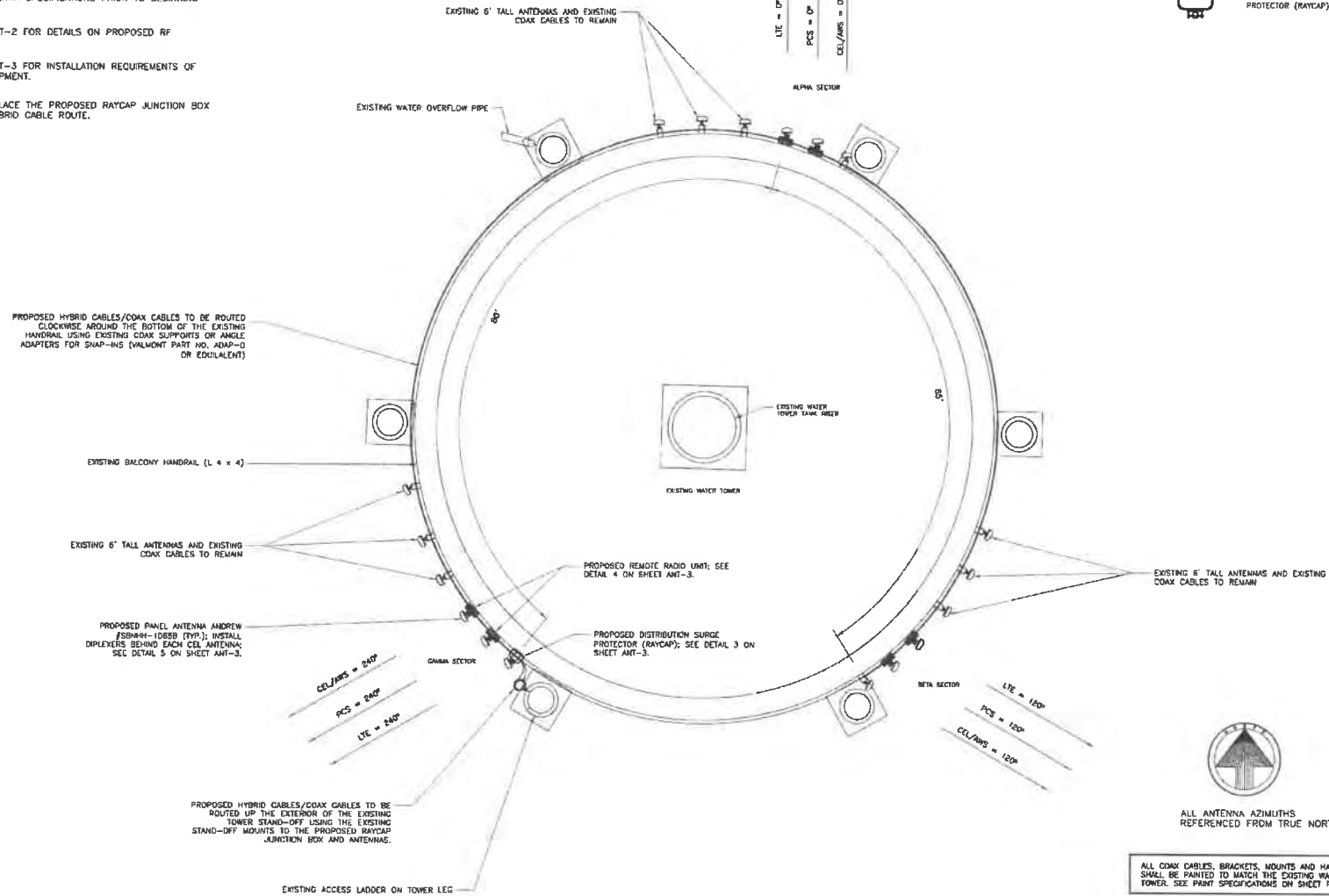
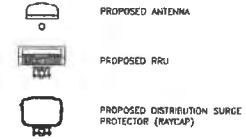
NOTES:

1. THIS DRAWING IS FOR SCHEMATIC AND LAYOUT PURPOSES ONLY.
2. FINAL ANTENNA LAYOUT PENDING STRUCTURAL ANALYSIS OF TOWER BY OTHERS. NO ANTENNA OR LINE WORK TO BEGIN PRIOR TO CONFIRMATION OF ADEQUATE TOWER AND MOUNT CAPACITY.
3. G.C. TO VERIFY ANTENNA SPECIFICATIONS PRIOR TO BEGINNING ANTENNA WORK.
4. REFER TO SHEET ANT-2 FOR DETAILS ON PROPOSED RF CONFIGURATION.
5. REFER TO SHEET ANT-3 FOR INSTALLATION REQUIREMENTS OF ANTENNAS AND EQUIPMENT.
6. G.C. TO ORIENT & PLACE THE PROPOSED RAYCAP JUNCTION BOX CLOSEST TO THE HYBRID CABLE ROUTE.

APPROXIMATE HYBRID CABLE LENGTHS:

- 148 LF. FROM PROPOSED GAMMA SECTOR RAYCAP TO BETA SECTOR
- 80 LF. FROM PROPOSED GAMMA SECTOR RAYCAP TO ALPHA SECTOR
- 152 LF. FROM PROPOSED PLATFORM TO GAMMA SECTOR RAYCAP

LEGEND



PROPOSED ANTENNA LAYOUT
NO SCALE

CELLCO
PARTNERSHIP, D.B.A.
VERIZON WIRELESS

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PROFESSIONAL DESIGNER REG. NO. 08-000768

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PREPARED BY: NHH 10-10-16

SITE NAME:
DT WASHINGTON

SHEET NAME
ANTENNA INFORMATION

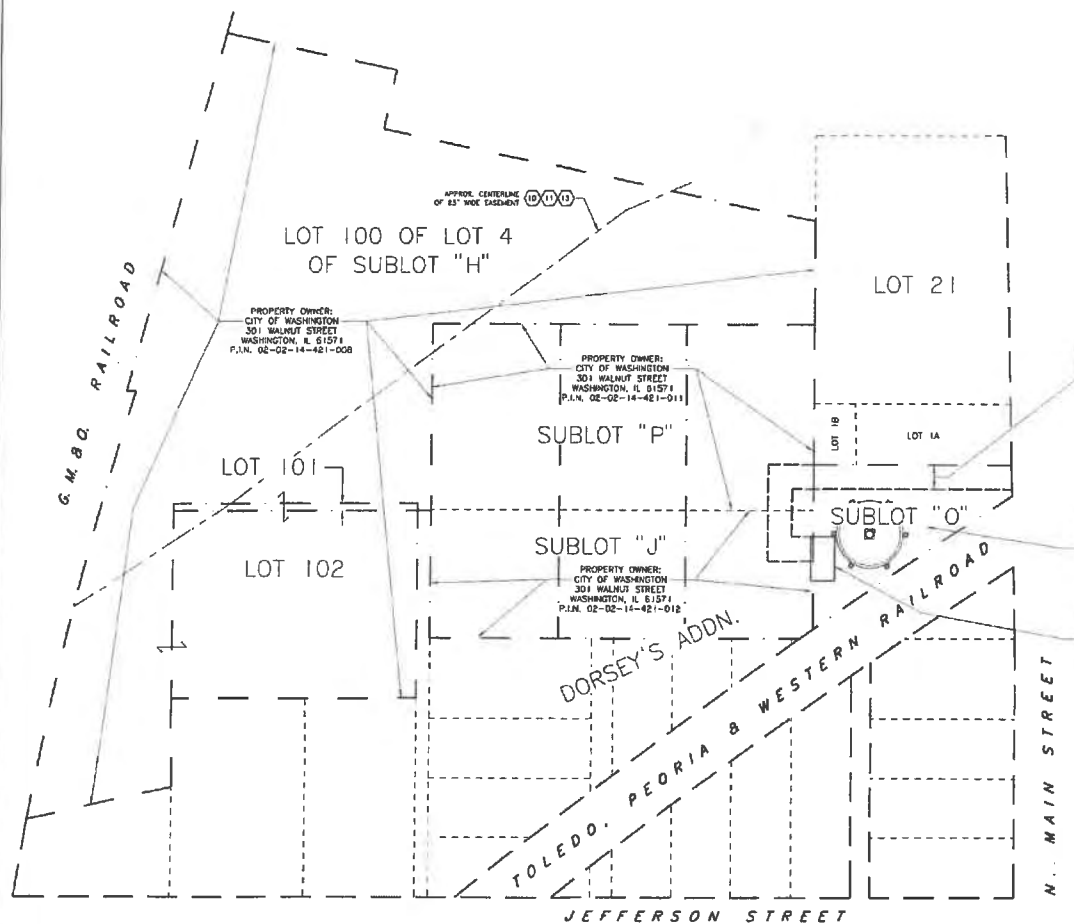
SHEET NUMBER
ANT-4

JOB NUMBER
9816-26-03-14E-03

Exhibit "C"

(Survey)

See attached.



EXISTING PARENT PARCEL DETAIL
NOT TO SCALE

LEGAL DESCRIPTION PROPOSED 20' x 36' LEASE TRACT 720 SQ. FT. ±

A 20 FOOT BY 36 FOOT LEASE TRACT AND UTILITY EASEMENT BEING A PART OF SUBLOT O AND SUBLOT J OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 38.40 FEET; THENCE NORTH 80°-00'-00" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 90°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 38.00 FEET; THENCE SOUTH 80°-00'-00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 720 SQUARE FEET, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

LEGAL DESCRIPTION PROPOSED 20' WIDE INCRESS, EGRESS & UTILITY EASEMENT

A 20 FOOT WIDE INCRESS, EGRESS AND UTILITY EASEMENT BEING A PART OF SUBLOT O, SUBLOT P AND SUBLOT J OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 38.40 FEET; THENCE NORTH 80°-00'-00" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 80°-00'-00" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE SOUTH 00°-00'-00" WEST, A DISTANCE OF 38.00 FEET; THENCE SOUTH 80°-00'-00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRE, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

LEGAL DESCRIPTION PROPOSED 5' WIDE COAX EASEMENT

A 5 FOOT WIDE COAX UTILITY EASEMENT BEING A PART OF SUBLOT O OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE TOLEDO, PEORIA AND WESTERN RAILROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET; THENCE NORTH 01°-17'-20" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET, A DISTANCE OF 5.34 FEET; THENCE SOUTH 90°-00'-00" WEST, A DISTANCE OF 183.58 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 38.40 FEET; THENCE NORTH 80°-00'-00" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 80°-00'-00" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE SOUTH 00°-00'-00" WEST, A DISTANCE OF 38.00 FEET; THENCE SOUTH 80°-00'-00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRE, MORE OR LESS, SITUATED IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

LEGAL DESCRIPTION EXISTING PARENT PARCEL

(PER TITLE COMMITMENT NUMBER 11525570, DATED AUGUST 15, 2018)

ALL THOSE PARCELS OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC# 435708, DOC# 438442 AND DOC# 441516, AND ALL THAT PARCEL OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AND ALL THAT PARCEL OF LAND IN TAZEWELL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 375820.

CELLCO
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CONSTRUCTION MANAGER:
RON PAULY
500 TECHNOLOGY DRIVE
2ND FLOOR
HELDON SPRING, MO 63304
OFFICE: (636) 793-9278

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PROFESSIONAL RECORD FILE NO. 184-02076

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PREPARED BY: MRM 10-10-16
1 11-08-18 REVISED PER NEW TITLE COMMITMENT

SITE NAME:
DT
WASHINGTON

SHEET NAME
LESSEE
PLAT OF SURVEY
LEGAL DESCRIPTIONS

SHEET NUMBER
LS-1.1

JOB NUMBER
9816-26-03-14B-03



Committee of the Whole Memorandum

To: Mayor Manier & City Council
From: Jim Culotta, City Administrator
Date: 12/12/16
Re: Agreement Extension with Washington Volunteer Fire Department

BACKGROUND

The agreement between the City and the Washington Volunteer Fire Department (WVFD) expired on October 31, 2016. I have met with WVFD representatives on two occasions to discuss an extension.

SUMMARY

The following terms were requested by WVFD representatives:

- Two-year contract period extension (November 1, 2016 to October 31, 2018)
- Cost share (i.e. 50/50 or 60/40) on acquisition of replacement tanker (est. cost \$673k) in 2018
- 6% annual increase to both fire protection/prevention and ambulance/emergency medical services. Rationale for the increase, according to WVFD, is because there has been no compensation increase over the last three years, rising call volume, and their desire to add at least one paramedic (total of 3) for weekend coverage. See below.

Service	Current City Cost (annualized)	WVFD Proposed Year 1	WVFD Proposed Year 2
Fire	\$150,000	\$159,000	\$168,540
EMS	\$450,000	\$477,000	\$505,620
TOTAL	\$600,000	\$636,000	\$674,160

REQUESTED ACTION

Staff requests Council consideration and direction.



Committee of the Whole Memorandum

To: Mayor Manier & City Council
From: Jim Culotta, City Administrator
Date: 12/12/16
Re: Possible amendment regarding authorized expenditure ranges

BACKGROUND

The City does not have a comprehensive and written purchasing policy. With the help of staff, I plan to pursue the creation of a written policy for City Council consideration in 2017.

City Code does not address the topic of purchasing in great detail. Most of the Code that speaks to purchasing can be found in § 30.35 CITY ADMINISTRATOR (C) (11). One of the Powers & Duties of the City Administrator is to “be responsible for all purchasing functions of the city”. The following is another excerpt from that section:

For a purchase of more than five hundred dollars (\$500.00), the City Administrator shall make all efforts to receive two or more quotations, and for a purchase of more than five thousand dollars (\$5,000.00) shall present the quotations to the City Council for approval or rejection.

In 1990, the City Administrator issued an Administrative Directive on certain limited aspects of purchasing. The most recent version, which was last revised in 2007, is what is currently followed and sets a \$250 limit on most supervisors and \$500 limit on Department Heads, the Public Works Manager, and Police Master Sergeant. Generally speaking, individuals in these roles feel unnecessarily limited by these narrow expenditure ranges.

At the November 21st Finance & Personnel Committee meeting, I initiated a discussion on increasing the allowable expenditure range for Department Heads and certain Supervisors. Increasing the limit for these individuals would improve efficiency and more accurately reflect the going rate for some of our most commonly purchased commodities. The Committee expressed support to increase the Department Head limit to \$1,000 and also recommended presenting a written policy to the Committee of the Whole.

RECOMMENDATION

A purchasing policy can take different forms (City Code amendment, separate Council-approved policy, etc.). I recommend postponing that decision for now to allow staff to draft a comprehensive policy. However, in order to make an immediate change to authorized expenditure ranges, I suggest an ordinance amending § 30.35 CITY ADMINISTRATOR (C) (11) as shown in bold red below:

*For a purchase of more than five hundred dollars (\$500.00), the City Administrator shall make all efforts to receive two or more quotations, and for a purchase of more than five thousand dollars (\$5,000.00) shall present the quotations to the City Council for approval or rejection. **The City Administrator shall authorize Department Heads, the Public Works Manager and Police Master Sergeant to approve expenditures up to \$1,000.00. Other supervisors within the Public Works Department shall be authorized to approve expenditures up to \$500.00.***



Memo

TO: Committee of the Whole
FROM: Ed Andrews, Public Works Director
SUBJECT: Emergency Snow Removal – Standby Assistance
for Parking Lots & Alleys on an On-Call / As-Needed Basis
DATE: December 9, 2016

In past years, the City of Washington has contracted for snow removal assistance at our owned and leased parking lots at the Square and alleys. Starting last year, the City undertook the plowing of alleyways and this year would also undertake the Square and the parking lots. As such the following advertisement for bid was prepared and published in the local paper.

**ADVERTISEMENT FOR BIDS
FOR STAND-BY SNOW PLOWING SERVICES
OF CITY-OWNED/LEASED PROPERTIES
CITY OF WASHINGTON, ILLINOIS**

*The City of Washington, Illinois, will receive bids for the furnishing of all labor, tools, and equipment for stand-by snow plowing services (of City owned/leased parking lots and alleys on a "will call" basis to help support the City's snow plow removal efforts in the event of equipment breakdown or a large snowfall event) until **Wednesday, November 30, 2016**, at City Hall, 301 Walnut Street, Washington, Illinois 61571. Detailed bid specifications are available at City Hall at the above address.*

There were no responses to this request, however individual quotations are currently being sought. It is the intention to present these for consideration at the next full Council meeting. Quotations are being asked for on the same bidding document as originally advertised so that it can become the contract mechanism. As of today, we anticipate having at least three quotations.