

**CITY OF WASHINGTON
COMMITTEE OF THE WHOLE
MONDAY, APRIL 11, 2016
6:30 p.m. (Immediately Following Budget Hearing)**

**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 – March 14, 2016 regular meeting**
- 4. BUSINESS ITEMS**
 - A. Proposed Agreements with the Washington Volunteer Fire Department & Rescue Squad
 - B. Washington Chamber of Commerce Agreement
 - C. MTCO Franchise Agreement Amendment
 - D. Liquor Code Amendment Consideration – Happy Hours
 - E. Consideration of services outside scope of Municipal Services Fiber Project – CliftonLarsonAllen, LLP
 - F. Extension of Audit Services Agreement
 - G. Property & Liability Insurance Renewal
 - H. School Resource Officer
 - I. Draft Ordinance – Lincoln Street
 - J. Mr. Manhole Skid Steer Attachment
 - K. IL Transportation Enhancement Program (ITEP)
 - L. Square/Entrance Signs Watering/Maintenance Authorization
 - M. Special Use – New Life Christian Church, 2 Washington Plaza
 - N. Geographic Information System (GIS) Services Contract
 - O. Automated Meter Reading (AMR) Update
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

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

Mayor Manier called the Committee of the Whole meeting of March 14, 2016 to order at 5:04 p.m. in the Library meeting room at Five Points Washington.

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

Absent: None.

Also present: City Administrator Culotta, Controller Baxter, Director of Public Works Andrews, P & D Director Oliphant, Police Chief Volk, City Treasurer Dingledine, 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 – None.
3. Approval of Minutes: T. Gee moved and Alderman Moss seconded to approve the minutes of the January 11, 2016 Committee of the Whole meeting. Motion carried unanimously by voice vote.
4. First Time Homebuyers Program – Controller Baxter presented an ordinance authorizing the use of the annual volume cap for the Assist 2016 – First Time Homebuyers' Program. She shared that the City has participated in this program over the last 15-years and provides qualifying first time homebuyers assistance with obtaining a mortgage by offering a 30-year fixed-rate mortgage with a 3% contribution toward down payment and closing costs. She shared that the private activity bonding authority granted to the City is based on \$100 per capita and equals \$1,581,000 for 2016. She shared that the ordinance shows the intent of the City in regard to the allocation of tax-exempt private activity bonding authority and must be approved prior to May 1st. She shared the last year 15 different mortgages were taken advantage of through the program and the city has no administrative involvement with the process. She asked if there were any questions and that this would be coming before the City Council at the March 21st meeting.
5. Off-site Utility Billing Collection Agreement – Controller Baxter presented an agreement for off-site utility billing collection at Ipava State Bank. She shared that a similar agreement was established in 1997 with other area banks and while not many customers take advantage of the service with the addition of Epay and direct debit payment alternatives, the service is still offered today. Alderman Brucks asked if there were any fees involved either to the city or customers and Controller Baxter replied that no fees were associated.
6. Public Works Trailer Consideration – Public Works Director Andrews brought forward for consideration the purchase of a 15-20T tag trailer for use in the Public Works Department. He shared the Public Works Committee has reviewed and is supportive of the purchase, and the trailer is a budgeted expense in the FY15-16 budget under MERF (\$15,000 assuming the purchase of a 15T trailer). He shared that shop repairs on heavy equipment, as well as the rental of large equipment, requires the City to pay for transportation costs which routinely run between \$800-\$1200 annually with at least 4-6 transportation moves. He shared that at the cost of \$200 per move the breakeven point would be 5 moves. He also shared that additional uses of the trailer would be transporting the new larger trench box as well as other material transport and volunteer deployments under IL Public Works Mutual Aid (IPWMAN). Alderman T. Gee asked how the trench box was currently being moved and Andrews replied that they were currently using the 6T mower trailer but that during summer months it's availability would decrease.
7. Design Engineering Support: Strand Associates, Inc., STP No. 2 Phase 2B – Public Works Director Andrews brought forward for review and discussion the Phase 2B interceptor sewer upgrade and design considerations.

He shared that while the Phase 2A bid from River City Construction came in under budget, the Phase 2B trunk sewer could increase from \$3.5M to \$5M depending on additional considerations not part of the estimate, specifically a more detailed capacity analysis and forecasting of future growth to support upsizing. He shared that given the additional budgetary dollars we could make consideration to reviewing the wet well and upgrading pumps. Alderman J. Gee asked if other engineering firms have been looked at for RFQ's and Andrews shared that with the amount of investment we currently have with Strand in Phase 2A it rolls into their consideration but there is a possibility to go out for additional RFQ's. Alderman J. Gee asked for this to be brought to the next Public Works Committee meeting for more discussion on the pluses and minuses of additional RFQ's.

8. Downtown Square Historic District Designation & Building Design Guidelines – P & D Director Oliphant shared that he has been working on both of these interrelated items with the City's Historic Preservation Commission (HPC) and the building design guidelines were recently brought before the Planning & Zoning Commission where they recommended approval. He went over the building design guidelines noting the following: the word 'should' was used rather than 'shall' throughout the guidelines to keep them more of a guideline and not a mandate; did not want to add a lot of cost to property owners; and received input from everyone on the Square and they shared that they wanted the guidelines for protection and at the same time to not be overly burdensome. Mayor Manier shared that this has been a long time coming and P & D Director Oliphant shared that they are happy with the results so far. Mr. Walter Ruppman representing the HPC commented that there were no negative comments received during last Wednesday's public hearing on the proposed language. Alderman Dingledine asked how the process would work in getting the local designation and Oliphant shared that it would come before the City Council for approval. Alderman Dingledine asked if it would give us a greater opportunity to receive grant monies and Oliphant replied that the IL Transportation Enhancement Program will have a new program rolling out soon and with the streetscape plan it could be seen on a broader scale and have greater potential of receiving funds. Alderman Butler asked who has decision making authority on the guidelines and Oliphant shared that an application would be submitted and the HPC would hear the application request to make sure guidelines are being met and if all is in order a Certificate of Appropriateness would be issued for the project. Alderman Brucks shared his concern with the recently added Ipava State Bank sign on the south side of the Square and how it's electronic design is outside the character of the Square. Oliphant replied that they struggled with the sign and shared that if everyone felt strongly about not allowing this type of sign on the Square they could do that.
9. Budget Planning Retreat – City Administrator Culotta shared that this budget planning session will be similar in structure to last year and to feel free to chime in with questions during each Department presentation. He went over the overall organization chart and shared the following on a recent rating from Moody's Investors Service for the City of Washington: a rating of Aa3 which comes from the very strong category; from a risk standpoint we are in the very low credit risk category; and our net cash position is far superior than other communities.

Controller Baxter went over the General Fund Projections noting an estimated balance as of 4/30/16 at \$6.5M. She went on the share information on the following: General Revenue; General/MFT Revenue – Restrictions; Personnel Expenses; Water Revenue; Water Revenue Trends; Sewer Revenue; Sewer Revenue Trends; Existing Long-Term Debt; and Debt Service Trend (Existing Only).

Deputy Police Chief Stevens shared that Police Chief Volk was off work ill today and that he would be doing his part of the presentation. He shared the following in regards to the Firearms Range: the estimated cost for a new range is <\$250,000; the FY16-17 budget contains \$10k for additional planning; and the goal would be to locate the range at STP No. 1 when it goes offline. He shared that locating at STP No. 1 would reduce the estimated cost significantly as utilities are already in place and existing buildings could be utilized as well. He went on to share the following in regards to staffing: the national per capita ration is 2.48 officers per 100 residents which would equal 37.2 officers for the city and we do not need that many officers; and a request of one additional full-time officer is being brought forward for consideration. He shared that this would bring to total to 21 sworn full-time officers. He went on to share that the investigation staff has been reduced by 50% since 2009 (from 3 to 1.5 officers) and that the department could see an estimated cost savings of \$37k in

overtime pay. Treasurer Dingleline asked what the estimated cost is for a full-time officer and Controller Baxter shared approximately \$75,000. Alderman J. Gee asked how the process works once an officer is hired and when they truly fill the vacancy. Deputy Chief Stevens shared that once they are hired they are sent to the Academy for 12-weeks and then serve 14-weeks in field training to get them to the basic level so it can be 8-months before we have the officer working a shift. Alderman Brucks asked how often we seeing a turnaround in officers and Deputy Chief Stevens shared that it has changed over the last three years. He went on to say that in the past we would see one leaving every year but we have a good reputation in Central IL and also have opportunities for our officers to work in the regional SWAT team so our turnaround has slowed down. Alderman J. Gee asked how many officers were currently in the hiring pool and Deputy Chief shared that we have two to hire this month with a few more on the hiring list and we will be testing again this spring.

Public Works Director Andrews shared that they are fully staffed and continue to work towards promoting from within the department. He went on to share information on the following: Cemetery (Columbarium, Equipment/MERF, and Seal Coating); Water (Plant 1, Plant 2, and AMR Meter Replacement); Sewer Lift Stations, Phase 2A Construction, and Phase 2B Engineering); and Streets (Equipment/MERF, Salt, Paving, Nofsinger & US-24 Intersection). Alderman J. Gee asked if there have been any niche sales in the new cemetery columbarium and Andrews reported that once pavement goes down around the columbarium niche sales will begin. He also shared that the automated meter read antenna will go live on March 30-31st.

P & D Director Oliphant shared information on the following: Non-TIF Projects (Part-time GIS and Marketing/Branding); TIF Projects (Zinser Improvements, N. Main Parking Lot); and Recreation Trails (Cruger Road Phase 1 – Cummings to Nofsinger, Cruger Road Phase 2 – Nofsinger to Main, and BR 24 Engineering/Construction – McClugage to Cummings).

City Administrator Culotta provided an overview for a City Investment Strategy that focuses on infrastructure, economic development, communication, and organizational excellence. He shared that a city's success is determined by its ability to maximize and attract the investment of others and investing in a strategy would result in a unified vision, a comprehensive evaluation of opportunities, and a City Council approved action plan of prioritized short and long term goals. He shared that his goal would be to have this in place for the next budget cycle. Several Council members shared their comments on the need for this type of planning and were very comfortable with this type of strategy.

Following the presentation, he went over several implications of the FY16-17 budget that included a 1-year Capital Improvement Plan; an increase of \$10k for GIS-contracted services; a more comprehensive website design that would include citizen reporting, reverse 911, and electronic billing and payments at an estimated cost of \$22k; a community survey; and a legal review/update of the city's Personnel Manual. He shared the following budget timeline: budget presentation and review will be presented at the March 21st City Council meeting; 1st reading of the budget ordinance will be at the April 4th City Council meeting; the budget hearing will be prior to the April 11th Committee of the Whole meeting; and 2nd reading and adoption will be at the April 18th City Council meeting.

10. Other Business – None.
11. At 7:30 p.m. Alderman Dingleline moved and Alderman Brucks seconded to adjourn. Motion carried unanimously by voice vote.



Patricia S. Brown, City Clerk



Committee of the Whole Memorandum

To: Mayor Manier & City Council
From: Jim Culotta, City Administrator
Date: April 11, 2016
Re: Proposed Agreements with the Washington Volunteer Fire Department & Rescue Squad

BACKGROUND

For years, the City has contracted with the Washington Volunteer Fire Department & Rescue Squad, Inc. for the provision of fire protection and prevention, ambulance, and emergency services. The most recent agreements expired in Fall 2015.

SUMMARY

Following months of negotiations, the Fire Department Board approved two agreements in late March 2016. One agreement extends fire protection, ambulance, and emergency medical services for a one-year period effective November 1, 2015 through October 31, 2016. Two sections from the previous agreement are not included in the proposed extension. These sections involve procedures for the compensation agreement (Section 4.05) and mediation (4.13).

The second agreement extends compensation paid by the City to the Department for these services for the period November 1, 2015 to October 31, 2016. The total sum is consistent with the most recent agreement: \$150,000 for fire services and \$450,000 for ambulance and emergency medical services.

Attorney Braskich will attend this meeting and further elaborate on the proposed agreements.

REQUESTED ACTION

Staff requests direction related to the attached agreements.

ATTACHED

1. Memorandum of Agreement between the City of Washington and the Washington Volunteer Fire Department and Rescue Squad, Inc.
2. Agreement Establishing Compensation for Fire/Rescue Services & Compensation for Ambulance Service

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF WASHINGTON, TAZEWEILL COUNTY, ILLINOIS
AND
WASHINGTON VOLUNTEER FIRE DEPARTMENT
AND RESCUE SQUAD, INC.
FOR FIRE PROTECTION SERVICES AND FOR THE
AMBULANCE AND EMERGENCY MEDICAL SERVICES**

This Agreement is made this _____ day of _____, 2016, and effective as of the first day of November 2015 by and between the **City of Washington, Tazewell County, Illinois**, an Illinois home rule municipal corporation (hereinafter referred to as the "City") and the **Washington Volunteer Fire Department and Rescue Squad, Inc.**, an Illinois not-for-profit corporation (hereinafter referred to as the "Department").

WHEREAS, the parties entered into an Agreement effective May 1, 2014 through April 30, 2015. The Agreement is attached herein as Exhibit A;

WHEREAS, the parties previously extended the Agreement through October 31, 2015;

WHEREAS, the City and the Department wish to extend portions of the Agreement for a one-year period; and

THEREFORE, BE IT RESOLVED, THAT THE Agreement between the City and the Department herein referred to as Exhibit A is extended for a one-year period of time effective November 1, 2015 through October 31, 2016, except that Sections 4:05 and 4:13 of the Agreement are not extended.

**CITY OF WASHINGTON, TAZEWEILL
COUNTY, ILLINOIS**

**WASHINGTON VOLUNTEER FIRE
DEPARTMENT AND RESCUE
SQUAD, INC.**

BY: _____

Its _____

BY:  _____

Its President

ATTEST:

ATTEST:

BY: _____

Its _____

BY:  _____

Its Secretary

**AGREEMENT ESTABLISHING COMPENSATION
FOR FIRE/RESCUE SERVICE AND
COMPENSATION FOR AMBULANCE SERVICE FOR THE PERIOD BEGINNING
NOVEMBER 1, 2015 – OCTOBER 31, 2016**

THIS COMPENSATION AGREEMENT is made this _____ day of _____, 2016, by and between the **CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS**, an Illinois municipal corporation (the "City"), and the **WASHINGTON VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD, INC.**, an Illinois not-for-profit corporation (the "Department").

WHEREAS, the City and the Department have extended through October 31, 2016 their Agreement for the provision of the protection, fire prevention, ambulance, and emergency services; and

WHEREAS, the parties have met and mutually agreed upon the compensation to be paid by the City to the Department for fire protection, fire prevention, ambulance, and emergency medical services for the fiscal year, commencing on November 1, 2015, and ending October 31, 2016;

NOW, THEREFORE, the parties hereto **COVENANT, CONSENT, and AGREE** as follows:

I. CONTRACT PERIOD: November 1, 2015 through October 31, 2016

1.01. The City shall pay to the Department, as and for fire protection and fire prevention services for the period beginning November 1, 2015, and ending April 30, 2016, the total sum of \$150,000.00, which total sum shall be paid as follows:

- (a) The sum of \$75,000.00 on or before April 30, 2016.
- (b) The sum of \$75,000.00 on or before October 31, 2016.

1.02. The City shall pay to the Department, as and for ambulance, and emergency medical services, and for a portion of the salary and benefits for a fire chief for the period beginning November 1, 2015, and ending October 31, 2016, the base sum of \$450,000.00, which base sum shall be paid as follows:

- (a) The sum of \$225,000.00 on or before April 30, 2016.
- (b) The sum of \$225,000.00 on or before October 31, 2016.

II. MISCELLANEOUS PROVISIONS

2.01. The Department shall continue to provide the City with full-time, on-duty ambulance service under the terms of the Agreement between the parties.

2.02. That all of the hereinabove-referred to payments shall be paid by the City to the Department at the following address:

Washington Volunteer Fire Department and Rescue Squad, Inc.
200 North Wilmor Road
Washington IL 61571

2.03. The parties acknowledge that except as provided in Section I above, no agreement for compensation to be paid for ambulance service, and no agreement for compensation to be paid for fire/rescue services, has been reached for any period beginning after October 31, 2016, and the parties may negotiate the issue of compensation to be paid for each such service (fire/rescue and ambulance) for any future periods prior thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Compensation Agreement on the date and year first above written.

CITY OF WASHINGTON, TAZEWELL
COUNTY, ILLINOIS

BY: _____

Its _____

ATTEST:

BY: _____

Its _____

WASHING VOLUNTGEER FIRE
DEPARTMENT AND RESCUE
SQUAD, INC.

BY:  _____

Its President _____

ATTEST:

BY:  _____

Its Secretary _____



Committee of the Whole Memorandum

To: Mayor Manier & City Council
From: Jim Culotta, City Administrator
Date: April 11, 2016
Re: Washington Chamber of Commerce Annual Work Agreement

BACKGROUND

The City has an agreement with the Washington Chamber of Commerce that expires on April 30, 2016. This agreement calls on the Chamber to maintain programs and activities designed to promote, attract and inform visitors to Washington. In exchange, the City provided compensation totaling \$25,400.

SUMMARY

Chamber Executive Director Chevie Ruder has prepared the attached summary report on the current fiscal year. This report measures the Chamber's success in achieving economic development and tourism goals contained in the current agreement.

Also attached is the Chamber's proposed Work Agreement for the 2016-2017 fiscal year. This agreement closely mirrors the current agreement. The Chamber proposes the same City contribution as the current agreement, which is \$25,400.

Both the City and Chamber are embarking on strategic planning efforts in the coming year. The results of these efforts could impact the relationship between our two organizations.

Executive Director Ruder will attend the meeting and discuss both the summary report and proposed agreement.

REQUESTED ACTION

Staff requests direction related to the 2016/2017 Work Agreement

ATTACHED

1. 2015-2016 Work Agreement Summary Report
2. Proposed 2016-2017 Work Agreement

Washington Chamber of Commerce Annual Work Agreement with The City of Washington, IL

May 1, 2016-April 30, 2017

"Working Together to Build a Better Washington"



WASHINGTON
CHAMBER OF COMMERCE



Washington Chamber of Commerce
114 Washington Square
Washington, IL 61571

p: (309) 444-9921
f: (309) 444-9225
e: info@washingtoncoc.com

Washington Chamber of Commerce Annual Work Agreement

May 1, 2016—April 30, 2017

Submitted to the CITY OF WASHINGTON, IL

Prepared by WASHINGTON CHAMBER OF COMMERCE (WCOC)

This agreement is presented to the City of Washington (the City) on behalf of the Washington Chamber of Commerce (WCOC). It lays forth the guidelines and requirements of the WCOC in order to receive compensation from the city.

The Chamber will focus on maintaining programs and activities designed to promote, attract and inform visitors to Washington, Illinois. It will also develop, implement and maintain programs and activities designed to promote and attract economic development in and around the City of Washington. The following pages will outline how the chamber expects to accomplish this goal from May 1, 2016 until April 30, 2017.

In return the Chamber will be provided reimbursement for the proposed services from the City of Washington. The proposed compensation is outlined in section III of this agreement.

If the City has any questions about this agreement, please contact Chevie Ruder, Executive Director at (309) 444-9921 or info@washingtongoc.com.

Section I. Economic Development

Develop, implement and maintain programs and activities designed to promote and attract economic development in and around the City of Washington.

A. BUSINESS RETENTION AND EXPANSION

The Board of Directors, Ambassadors and Staff will survey the local business community for concerns, recommendations and opportunities related to the Chamber. The Chamber will identify businesses that have a desire or need to expand. The Chamber will also routinely check in with businesses in the community about how the City and Chamber can better serve the businesses in the community.

Our success with business expansion will be measured by:

- **Continue to maintain a minimum of 90% retention rate of Chamber Members from year to year (2015 retention rate was 92.5%)**
- **Attend Business Retention visits with Jon Oliphant throughout the year**
- **Work to share information from these visits with City Staff and include them on visits when necessary and able.**

B. ADDRESS THE GENERAL BUSINESS CLIMATE

The Washington Chamber of Commerce recognizes the need in the City for the business community to communicate regularly with local and state governments about issues relating to the success and profitability of their enterprise. The Chamber remains committed to improving the City's business climate not only for Chamber members but for any business that chooses to locate and operate in and around the City of Washington. The Chamber strongly believes that this partnership is crucial to the success of the Chamber in its efforts and ultimately is in the best interest of the citizens of Washington.

C. NEW BUSINESS DEVELOPMENT

The Chamber will continue to be a "Welcome Station" for any parties wishing to do business in the City by providing information and initial contact. The Chamber will keep current city maps and Economic Development literature including information on Small Business Loans available. The Chamber's Leadership Academy class project will include a written paper which will include suggestions and options to explore in regards to new businesses to attract and invite to Washington.

Our success with new business development will be measured by:

- **Continue to work with the City and Chamber Economic Development Committee to formulate a mission statement and 10 year plan for the EDC committee to attract new business to Washington**
- **Create an EDC Informational packet that can be given to our target list**
- **Lead the "Welcome to Washington" sub-committee in welcoming new businesses to Washington and establishing a line of communication between the business and the City and Chamber**
- **Distribute 20 potential residents' packets**
- **Update City Maps**

D. RETAIL SALES CAMPAIGNS

The Chamber will continue to evaluate, develop and promote periodic retail sales campaigns such as “Visit. Shop. Eat. Washington” and Washington Gift Certificates. Such campaigns will continue to be targeted at keeping sales dollars in the City of Washington and toward attracting consumers from outside of the Washington area. The campaigns will encompass citywide promotions, but may also include assistance with neighborhood or localized business communities. Such campaigns will generally be conducted during opportune periods of the year.

Our success with the retail sales campaign will be measured by:

- **Sell \$ 26,000 in Washington Gift Certificates. This will generate tax dollars for Washington.**

E. COMMITTEE MEETINGS

The Chamber will, where appropriate, organize, promote, conduct and/or facilitate committee meetings that will serve as a forum to discuss and inform citizens and business operators of critical issues.

Our success with committee meetings will be measured by:

- **Hosting a minimum of 4 Economic Development Meetings each year**

F. CITY BEAUTIFICATION PROJECT

When possible, the chamber's Beautification Committee will coordinate and help fund projects to beautify the City of Washington. Such projects include: the Welcome to Washington signs, landscaping of the welcome signs, square furnishings and banners. The chamber will also help to coordinate a Take Pride in Washington Day which will help to clean up the city thoroughfares and park areas once a year.

Our success with the city beautification project will be measured by:

- **Maintaining the Welcome to Washington signs at the entrance of town**
- **Assisting with flower planting in the spring and Christmas decorations in the winter on Washington Square**
- **Working with the city to secure bike racks for the square.**

G. VISIBLE OFFICE

The Chamber will provide a readily visible and accessible office and resource center open to the public with normal business hours of 8:30 am to 4:30 pm, Monday through Friday. The offices will include signage that clearly indicates the Chamber of Commerce and Economic Development Office. Chamber staff will be available during office hours to field requests and to provide information to current and potential businesses, with the exception of special events.

Section II. Tourism

Implement and maintain programs and activities designed to promote, attract and inform visitors to Washington and Central Illinois.

A. GOOD NEIGHBOR DAYS

The Chamber will host the 2016 Good Neighbor Days June 1-5, 2016. The 2016 Festival will incorporate recommendations and decisions made by the Festival Committee in consideration of increasing exposure and attendance at the Festival and to the City of Washington. Primary attractions planned for the 2016 Festival include:

- | | |
|---------------------|--|
| Wednesday, June 1 – | Carnival, Community Night, Washington High School Jazz Band, Non-Profit Organizations, Main Stage Concert, Good Neighbor Award Ceremony, and Community Dinner. |
| Thursday, June 2 – | Christian Concerts, Food Concessions, Carnival, and Teen Night. |
| Friday, June 3 – | Carnival, Food Concessions, Merchant's Displays, Fireworks, Main Stage Band, Live Remote by The Wolf, Toddler Town, Crafters, White Tiger Discovery, Senior Day and Special Kids Day. |
| Saturday, June 4 – | Pancake Breakfast, Food Concessions, Carnival, Family Bike Ride, Kiddie Tractor Pull, Merchant's Displays, Pie Eating Contest, Children's Events, Main Stage Band, Kidz Got Talent, Crafters, 5K Run, and Co-Ed Kitten Ball Tournament |
| Sunday, June 5– | Dax Locke Foundation Day and Carnival |

**Subject to change.*

Marketing the Good Neighbor Days plays an important part in marketing Washington as a tourism destination. The 2016 Good Neighbor Days Marketing Plan includes radio spots and live remotes, as well as print advertising in the Washington Courier and Washington Times-Reporter. There will also be a strong social media component in the 2016 marketing plan.

The Chamber takes full responsibility for administering the Festival. This is accomplished through an organization of volunteers, staff, ambassadors and board members who chair events and volunteer at the festival. The Chamber provides financing, clerical support, resources, recommendations and assistance in organizing, scheduling, promoting and implementing the Festival. The development of a permanent festival organizational structure that will provide training and continuity for volunteers, promotion and development of greater community involvement and volunteerism in the festival and in the City of Washington has been accomplished. Establishment of a permanent site for the festival is still a primary goal for the chamber. The festival serves as an opportunity to "showcase" Washington to surrounding communities, thus fostering an avenue to promote economic development.

Our Good Neighbor Days success will be measured by:

- **\$85,000.00 in Revenue for Good Neighbor Days**
- **250 people in attendance at Community Night Dinner**
- **500 Participants in all Good Neighbor Days Events**
- **Collect 100 response cards**

B. Tourism Promotion

The Chamber will promote the City of Washington, its merchants and citizens by publishing articles and contracting advertisement in local publications. Included are special tabloids published by local newspapers specifically dedicated to the Washington Day Banquet and Good Neighbor Days. The "Visit. Shop. Eat." campaign will continue to promote the business community as not only a place to shop, but as a place that has something for everyone. The campaign will encourage patronage of not only retail businesses in Washington, but also to promote the business community by encouraging patronage of all Washington businesses. The Chamber will also continue its gift certificate program, news releases and Internet sites. The Tourism and Marketing Committee will maintain and distribute promotional literature for the Washington area highlighting services, events, maps, points of interest, entertainment and dining. The Chamber will continue to maintain a website and email link for inquiries and promotion of activities and local services.

Our success in Tourism will be measured by:

- o **4 tabloid articles**
- o **2 print advertisements**
- o **30 Stories promoting local businesses**
- o **Distribute 75 Welcome to Washington Packets**
- o **Increase weekly e-blast list to 2,300 recipients**

C. Additional Events

The chamber will strive to ensure these events such as Washington Art Festival and Summer Small Business Saturday continue to show case opportunity for Washington, in hopes that those who attend the events, became regular customers of Washington after experiencing Washington through one of the events.

Our success in additional events will be measured by:

- o **Assisting the Washington Park District with the Washington Arts Festival**
- o **A Summer Small Business Saturday**

Section III. Compensation

In return of the proposed services listed above, the Chamber will be provided reimbursement for the proposed services from the City of Washington.

A. PROPOSED COMPENSATION

Recognizing the value, synergy and advantages of a strong working relationship between the City of Washington and the Washington Chamber of Commerce, the preceding schedule of work and services are proposed to be provided by the Washington Chamber of Commerce (Chamber) to the City of Washington (City) in return for just compensation. The Chamber has evaluated costs associated with implementation of the proposal, has considered the direct and indirect value of the projects and services to be provided, and is proposing \$25,400.00 in compensation.

B. SCHEDULE OF PAYMENT

Reimbursement for the proposed schedule of work would be as mutually and contractually agreed upon by the City and Chamber. Compensation would also require that the primary intentions of the Chamber as outlined in the schedule of work has been carried out and completed, allowing for changing conditions such as unanticipated changes in staff, economic conditions, and arising opportunities or developments that are determined to require significant and immediate attention. Progress against the schedule will be reported to the City on a quarterly basis. Such reports will include fair warning or explanation where possible for items that may not be completed as anticipated. The City may call upon the chamber for additional information if necessary.

C. TERM OF CONTRACT

The Chamber proposes a contract term of one year at which time it will be revisited for appropriateness for both parties. The schedule of work would be resubmitted annually to allow adjustment as necessary to address evolving situations and changing economic climates.



Committee of the Whole Memorandum

To: Mayor Manier & City Council
From: Jim Culotta, City Administrator
Date: April 11, 2016
Re: Possible Amendment to the MTCO Franchise Agreement

BACKGROUND

The City entered into a franchise agreement with MTCO Communications in March 2013 for the provision of cable-related needs for the community. One of the provisions of the agreement speaks to the service obligations of MTCO, specifically making cable service available to every residential dwelling unit within the Franchise Area. Section 4.1.1 of the agreement states:

"Grantee agrees to install its fiber network throughout the Franchise Area within (3) years of acceptance of this franchise agreement."

The Grantee is MTCO.

SUMMARY

Due to the November 2013 tornado, MTCO did not complete installation of the fiber network by the March 25, 2016 deadline. MTCO would like a deadline extension to December 31, 2016. This issue was discussed at the March 21st Finance & Personnel Committee meeting. The Committee took no formal action but the consensus was to bring it before the Committee of the Whole.

REQUESTED ACTION

Staff requests direction on how this issue should be addressed.

ATTACHED

1. Franchise Agreement dated March 25, 2013

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Washington, Illinois (hereinafter, the "City") MTCO Communications, Inc. (hereinafter, "Grantee") 25th day of March, 2013 (the "Effective Date").

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act").

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as the same may be amended from time to time.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

"Cable System," "System," "Cable Communications System," or "CATV System," shall be defined in accordance with the Cable Act definition found at 47 USC 522 which reads as follows: the term "cable system" means a facility, consisting of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of subchapter II of this chapter, except that such facility shall be considered a cable system (other than for purposes of section 541(c) of this title) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand service; (D) an open video system that complies with section 573 of this title; or (E) any facilities of an electric utility used solely for operating its electric system (47USC 522).

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"City" means the City of Washington, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Customer" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"Effective Date" shall mean the date as indicated on the first page of this agreement.

"FCC" means the Federal Communications Commission, or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

"Grantee" shall mean MTCO Communications, Inc.

"Gross Revenue" means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes, but is not limited to, monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, late fees, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to City of Dallas, Texas v. FCC, 118 F.3d. 393 (5th Cir. 1997) and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena" case, City of Pasadena, California, et al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001), and In re: Texas Coalition of Cities for Utility Issues v. FCC, 56 F. 3d. 151 (5th Cir. 2003).

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the public, educational institutions such as public or private schools, (but not "home schools,") community colleges, and universities, as well as the City.

"Public, Educational and Governmental (PEG) Access Programming" shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2 - Grant of Authority

2.1. **Nonexclusive Franchise Authority.** The City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed. Grantee shall maintain sole ownership and control of its fiber optic Cable System constructed under this agreement in perpetuity, or until such time that Grantee should choose to exercise its right under Section 6 of this agreement, and shall have the right to utilize its fiber network, and related conduit to provide additional services, enhancements, resale, etc. to customers.

2.2. **Term of Franchise.** The term of the Franchise granted hereunder shall be 10 fifteen (15) years from the Effective Date unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this

Franchise Agreement shall replace all existing franchise agreements, including the Prior Franchise, with the Grantee, regardless of whether said franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.5. Competitive Equity.

2.5.1. In the event the City grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a cable system, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.5.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall serve or require to be served a copy of such application upon any existing Grantee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6 Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.7 Acceptance. The Franchise as well as all rights, privileges, obligations and authority granted therein shall become effective upon the authorization of the City Council for the execution of this Agreement, and the parties execution of said Franchise Agreement.

SECTION 3 – Construction and Maintenance of the Cable System

3.1 Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of the City of Washington Municipal Code relating to the use of the Public Ways.

3.1.1. Construction, installation and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All construction must also conform to all City of Washington policies and permit requirements. Grantee must provide erosion control, backfilling and compaction and restoration to meet City specifications. All cables and wires shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.

3.1.2. The Grantee shall at all times comply with the National Electrical Code (National Fire Protection Association) and applicable FCC or other federal, state and local regulations.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way are required by the City to relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.4. Relocation of Facilities.

3.4.1. If at any time during the period of the Franchise, the City shall lawfully elect to alter or change any street, alley or other public ways or any municipal underground facilities, the Grantee shall promptly and diligently remove or relocate as necessary its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.

3.4.2. The Grantee shall not be required to relocate its facilities pursuant to Section 3.4.1 unless it has been afforded at least 30 days notice of the necessity to relocate its facilities.

3.5 Tree Trimming. The Grantee shall not remove any tree or trim any portion of any tree within any public street as defined herein without the prior consent of the City, except in an emergency situation. The Grantee shall provide notice to any affected residents at the same time that the Grantee applies to the City for consent to perform tree trimming. The City shall have the right to do the trimming requested by the Grantee at the cost of the Grantee. Regardless of who performs the work requested by the Grantee, the Grantee shall be responsible, shall defend and hold City harmless

from any and all damages to any tree as a result of Grantee's trimming, or to the property surrounding any tree, whether such tree is trimmed or removed.

3.6 Road Cuts. The Grantee shall not use road cuts for the laying of cables or wires without the prior approval of the City. In the absence of such approval, the Grantee shall utilize trenchless or subsurface methods for the laying of cables or wires.

3.7 Temporary Service Drops. The Grantee shall put forth every effort to bury temporary drops within fifteen (15) days after placement. Any delays for any other reason than listed will be communicated to the City. The following delays will be found understandable and within the course of doing business: weather, ground conditions, street bores, System redesign requirements, permitting, and any other unusual obstacle, such as obstructive landscaping that is created by the customer.

3.8 Restoration to prior condition. In case of any disturbance of pavement, sidewalk, landscaping, driveway or other surfacing, the Grantee shall, at its own cost and expense and in a manner approved by the City Engineer, replace and restore all paving, sidewalk, driveway, landscaping, and streets or alleys, including any subbase which was disturbed, in as good condition as before the work was commenced and in accordance with standards for such work set by the City Engineer. After thirty (30) days, if restoration measures are not performed to the reasonable satisfaction of the City Engineer, the City may undertake remedial restoration activities, such activities to be performed at the Grantee's cost.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and is within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes located within 125 feet of the Grantee's distribution cable.

4.1.1. Grantee agrees to install its fiber network throughout the Franchise Area within three (3) years of acceptance of this franchise agreement.

4.1.2. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented	Educational
Ethnic/Minority	Sports	Weather	
Arts, Culture & Performing Arts	News & Information		

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.3. New Developments. The City shall provide the Grantee with written notice of the issuance of final subdivision plats of three (3) lots or more for planned developments within the Franchise Area requiring undergrounding of cable facilities, within 10 days of city approval of the plats.

4.4. PEG Capacity. As of the Effective Date of this Agreement, the City does not utilize a PEG channel; however, the City may request, and Grantee shall provide, a PEG channel upon one hundred eighty (180) days advance written notice by the City. The Grantee shall provide capacity for the City's noncommercial public, educational and governmental access ("PEG") programming through one Channel (the "Channel") on the Grantee's Cable System. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the Channel may be carried on the Grantee's basic digital service tier. The City's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

4.4.1 Ownership Rights. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. However, the PEG channel is, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users.

4.4.2. Origination Point. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from the City building, the City will give the Grantee written notice detailing the point of origination and the capability sought by the City. The City shall be responsible for the costs to acquire and install the origination point and connection to the Cable System; provided the connection shall be owned and maintained by the Grantee. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

4.4.3. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the City upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

4.4.4 PEG Capital Support. At its sole discretion, the City may designate PEG access capital projects to be funded by the City. The City shall send written notice of the City's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the City's plan prior to agreeing to collect and pay to the City the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the City to make large capital expenditures, if necessary, as long as the City spends the entire amount collected by the end of the term of this Agreement. Moreover, if the City chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the City shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the City's written request. In order to maintain parity between cable providers, PEG Capital Fee shall be charged to customers of any and all providers operating under a franchise agreement with the City.

4.4.5. For any payments owed by Grantee in accordance with this Section 4.4 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by Chase Bank U.S.A. or its successor, whichever is higher, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

4.4.6. Grantee and City agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

4.5. Emergency Alert System. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable Federal law and regulation including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time.

4.6. Complimentary Basic Cable Service. Grantee and City acknowledge the requirements for complimentary basic Cable Service is included in 220 ILCS 5/22-501(f), where by the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to each Illinois accredited K-12 public school, not including "home schools," located in the Franchise Area within one hundred twenty-five (125) feet of the Grantee's distribution cable.

Also pursuant to 220 ILCS 5/22-501(f), the Grantee shall provide complimentary basic Cable Service and a free standard installation to each Municipal Building located in the Franchise Area within one hundred twenty-five (125) feet of Grantee's distribution cable.

"Municipal buildings", for purposes of this section, are those buildings owned or leased by the City for government administrative purposes (specifically City Hall located at 301 Walnut Street, the Police Station located at 115 West Jefferson Street, and the Public Works Building located at 107 Legion Road), and shall not include buildings owned by City but leased to third parties. The city shall be granted a one-time free standard installation for up to nine connections (set top boxes/televisions) to be used in any combination at the three locations listed above.

4.7. Access to MTCO fiber for Municipal Service Buildings. Grantee shall install fiber to each municipal building for the purpose of networking the city administrative buildings, police station, lift stations, treatment plants, etc. (see attached map for locations). This will be completed over the course of the fiber build out throughout the City of Washington under the time frame agreed to in 4.1.1. of this franchise agreement. Each facility or building will be connected to the MTCO fiber network allowing various services to be provided over the fiber. The rates and fees for the connectivity and bandwidth required by the city will be billed under separate contracts.

4.8. Customer Service Standards. Grantee and the City acknowledge that the City reserves the right to adopt an Ordinance to enforce the customer service standards and customer privacy protections as set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 et. seq.

SECTION 5 - Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period. Any undisputed franchise fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest from the time of the discovery of the delinquent payment at an annual rate equal to prime lending rates as quoted by Chase Bank U.S.A or its successor computed daily from time due until paid. Any undisputed overpayments made by Grantee to the City shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1 Interest shall only apply to delinquent payments that are solely attributable to the actions of the Grantee. Therefore, where information or data that would be germane to the Grantee's ability to collect, calculate or remit the correct payment is within the control of the City and the Grantee has made reasonable efforts to effect an accurate calculation in the event of a delinquent or corrective payment being made, no interest shall apply to any such payments.

5.2. **Franchise Fees Subject to Audit.** The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards. The City and/or its designee may be required to execute a non-disclosure agreement with the Grantee prior to inspection of the Grantee's financial records. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with 65 ILCS 5/11-42-11.05.

5.3. **Proprietary Information.** Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the City has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 6 – Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by MTCO Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 7 – Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the City certificates of insurance designating the City and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of Three Million Dollars (\$3,000,000.00) for bodily injury or death to any one person, and Three Million Dollars (\$3,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and Three Million Dollars (\$3,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

7.2 Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System provided that the City shall give the Grantee timely written notice of its obligation to indemnify and defend the City following receipt of a legal claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the City, its officers, employees and agents.

7.2.2 This indemnification obligation is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for Grantee under workers' compensation, disability or other employee benefit acts, acceptance of insurance certificates required by this Franchise Agreement, or the terms, applicability or limitations of any insurance held by Grantee.

SECTION 8 - System Description

8.1. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76.

SECTION 9 - Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. **Grantee's Right to Cure or Respond.** The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. **Enforcement.** Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief, or in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including two or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to any court with jurisdiction after receipt of the City's decision.

9.4. **Technical Violation.** The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 10 - Miscellaneous Provisions

10.1. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tsunami, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. **Notice.** Any notification that requires a response or action from a party to this franchise, within a specific time-frame or would trigger a timeline that would affect one or both parties' rights under this franchise, shall be made in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

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

To the Grantee:

MTCO Communications, Inc.
P. O. Box 800
Metamora, IL 61548
Attn: Ann Dickerson

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above.

10.3. **Entire Agreement.** This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

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

10.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural; Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Washington:

For MTCO Communications, Inc.:

By: Gary W. Manier

By: Glenn E. Rauh

Name: Gary W. Manier

Name: Glenn E. Rauh

Title: Mayor

Title: President

Date: 3/25/2013

Date: 4/2/2013

§ 112.11 ~~HAPPY HOURS PROHIBITED~~ PROHIBITED HAPPY HOURS

(A) ~~All retail licensees shall maintain a schedule of the prices charged for all drinks of alcoholic liquor to be served and consumed on the licensed premises or in any room or part thereof. Whenever a hotel or multi-use establishment which holds a valid retailer's license operates on its premises more than one establishment at which drinks of alcoholic liquor are sold at retail, the hotel or multi-use establishment shall maintain at each such establishment a separate schedule of the prices charged for such drinks at that establishment.~~

(B) No retail licensee or employee or agent of such licensee shall:

- (1) Sell more than one drink of alcoholic liquor for the price of one drink of alcoholic liquor ~~Serve two (2) or more drinks of alcoholic liquor at one time to one (1) person for consumption by that one (1) person, except selling or delivering wine by the bottle or carafe;~~
- (2) Sell, offer to sell or serve to any person an unlimited number of drinks of alcoholic liquor during any set period of time for a fixed price, except at private functions not open to the general public or as provided in §112.11A;
- (3) ~~(blank) Sell, offer to sell or serve any drink of alcoholic liquor to any person on any one date at a reduced price other than that charged other purchasers of drinks on that day where such reduced price is a promotion to encourage consumption of alcoholic liquor, except as authorized in division (C) (7) below;~~
- (4) Increase the volume of alcoholic liquor contained in a drink, or the size of a drink of alcoholic liquor, without increasing proportionately the price regularly charged for the drink on that day;
- (5) Encourage or permit, on the licensed premises, any game or contest which involves drinking alcoholic liquor or the awarding of drinks of alcoholic liquor as prizes for such game or contest on the licensed premises; or
- (6) Advertise or promote in any way, whether on or off the licensed premises, any of the practices prohibited under divisions (1) through (5) of this division (B).

~~(C) Nothing in division (B) above shall be construed to prohibit a licensee from:~~

- ~~(1) Offering free food or entertainment at any time;~~
- ~~(2) Including drinks of alcoholic liquor as part of a meal package;~~
- ~~(3) Including drinks of alcoholic liquor as part of a hotel package;~~

- ~~(4) — Negotiating drinks of alcoholic liquor as part of a contract between a hotel or multi-use establishment and another group for the holding of any function, meeting, convention or trade show;~~
 - ~~(5) — Providing room service to persons renting rooms at a hotel;~~
 - ~~(6) — Selling pitchers (or the equivalent, including but not limited to buckets), carafes, or bottles of alcoholic liquor which are customarily sold in such manner and delivered to two (2) or more persons at one time; or~~
 - ~~(7) — Increasing prices of drinks of alcoholic liquor in lieu of, in whole or in part, a cover charge to offset the cost of special entertainment not regularly scheduled.~~
- (D) A violation of this section shall be grounds for suspension or revocation of the retailer's license as provided in this chapter.
- (Ord. 1712, passed 4-6-92)
Penalty, see § 112.99

ADDED:

(235 ILCS 5/6-28.5 new)

§112.11A PERMITTED HAPPY HOURS AND MEAL PACKAGES, PARTY PACKAGES, AND ENTERTAINMENT PACKAGES

- (A) As used in this Section:

"Dedicated event space" means a room or rooms or other clearly delineated space within a retail licensee's premises that is reserved for the exclusive use of party package invitees during the entirety of a party package. Furniture, stanchions and ropes, or other room dividers may be used to clearly delineate a dedicated event space.

"Meal package" means a food and beverage package, which may or may not include entertainment, where the service of alcoholic liquor is an accompaniment to the food, including, but not limited to, a meal, tour, tasting, or any combination thereof for a fixed price by a retail licensee or any other licensee operating within a sports facility, restaurant, winery, brewery, or distillery.

"Party package" means a private party, function, or event for a specific social or business occasion, either arranged by invitation or reservation for a defined number of individuals, that is not open to the general public and where attendees are served both food and alcohol for a fixed price in a dedicated event space.

- (B) A retail licensee may:

- (1) offer free food or entertainment at any time;
- (2) include drinks of alcoholic liquor as part of a meal package;

- (3) sell or offer for sale a party package only if the retail licensee:
 - (a) offers food in the dedicated event space;
 - (b) limits the party package to no more than 3 hours;
 - (c) distributes wristbands, lanyards, shirts, or any other such wearable items to identify party package attendees so the attendees may be granted access to the dedicated event space; and
 - (d) excludes individuals not participating in the party package from the dedicated event space;
- (4) include drinks of alcoholic liquor as part of a hotel package;
- (5) negotiate drinks of alcoholic liquor as part of a hotel package;
- (6) provide room service to persons renting rooms at a hotel;
- (7) sell pitchers (or the equivalent, including, but not limited to, buckets of bottled beer), carafes, or bottles of alcoholic liquor which are customarily sold in such manner, or sell bottles of spirits;
- (8) advertise events permitted under this Section;
- (9) include drinks of alcoholic liquor as part of an entertainment package where the licensee is separately licensed by a municipal ordinance that (A) restricts dates of operation to dates during which there is an event at an adjacent stadium, (B) restricts hours of serving alcoholic liquor to 2 hours before the event and one hour after the event, (C) restricts alcoholic liquor sales to beer and wine, (D) requires tickets for admission to the establishment, and (E) prohibits sale of admission tickets on the day of an event and permits the sale of admission tickets for single events only; and
- (10) discount any drink of alcoholic liquor during a specified time period only if:
 - (a) the price of the drink of alcoholic liquor is not changed during the time that it is discounted;
 - (b) the period of time during which any drink of alcoholic liquor is discounted is between the hours of 3:00 p.m. and 6:00 p.m. Monday through Friday only; and does not exceed 4 hours per day and 15 hours per week; however, this period of time is not required to be consecutive and may be divided by the licensee in any manner;
 - (c) ~~the drink of alcoholic liquor is not discounted between the hours of 10:00 p.m. and the licensed premises' closing hour; and~~
 - (d) notice of the discount of the drink of alcoholic liquor during a specified time

is posted on the licensed premises or on the licensee's publicly available website at least 7 days prior to the specified time.

- (C) A violation of this Section shall be grounds for suspension or revocation of the retailer's license as provided by this chapter.

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.ci.washington.il.us

MEMORANDUM

TO: Mayor Manier and Committee of the Whole
FROM: Joanie Baxter, Controller *JB*
DATE: April 8, 2016
SUBJECT: Request for Payment of Services Outside Project Scope

Attached is a letter from Scott Stevens, formerly of Clifton Larson Allen requesting consideration for payment of services outside the scope of the fiber project. As you may recall, professional services NTE \$9,000 were approved on November 7, 2014 in conjunction with the fiber data network project connecting City facilities.

Multiple bills have been received that were not paid due to being in excess of the approved amount. Scott indicated that significant discounts were applied as the project costs were almost double what they were anticipated to be for a variety of reasons. After applying the discounts, a balance of \$4,552.50 still remains on the account for services that were outside the scope of the project as contemplated. A breakdown of these services is detailed on the attached letter.

Finance & Personnel Committee

- Reviewed item on March 21, 2016.
- Indicated no concerns with request and referred to Committee of the Whole on April 11, 2016.

C: Jim Culotta, City Administrator



CliftonLarsonAllen LLP
301 SW Adams Street, Suite 900
Peoria, IL 61602
309-671-4500 | fax 309-671-4508
www.cliftonlarsonallen.com

March 14, 2016

Joanie Baxter, Controller
City of Washington
301 Walnut Street
Washington, IL 61571

Dear Ms. Baxter:

Thank you for the opportunity to serve the City of Washington on the fiber installation project. We are requesting payment of \$4,552.20 for services rendered outside of the scope of our 10/1/2014 proposal (outstanding amount remaining after discount). Following is information related to the services provided.

Services rendered prior to 9/30/2014 – CLA services rendered prior to 9/30/2014 were not considered as part of the fiber installation project and were invoiced separately – **\$1,317.50**.

Services related to the wireless bridge connection between Police and Evidence – **\$736.62** – (\$620.00 on 12/4/2014, and \$116.62 expense for exterior-grade network lines). The wireless bridge solution was installed in lieu of ongoing operational expenditures.

Support items that should have been invoiced outside of the scope of the fiber installation project to include **(\$920.00)**:

- 1/2/15 – MacBook connection issue at PD (\$72.50)
- 1/9/15 – Support with cellular phone not accessing City e-mail (\$32.50)
- 1/22/15 – Support with corrupt profile on Don's machine (\$195.00)
- 1/23/15 – Support with UTM filters at City Hall due to FortiGate contract expiration (\$310.00)
- 1/27/15 – Support with open relay prevention e-mail transmission to AT&T (\$310.00)

Services rendered onsite to bring up the fiber connection between City Hall and the Police Station required five visits, due to the nature of the MTCO connections and the customizations necessary to support the City of Washington's needs. We had budgeted \$1,500 for this phase of the project and incurred over \$4,500 in time and expense just for the City Hall to Police Department connection. Discounts have been applied, leaving a balance of **\$1,578.58**.

Thank you for your consideration of this matter. If you have questions regarding these amounts, please contact Chris Plachno at our office.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Scott E. Stevens', is written over a light gray horizontal line.

Scott E. Stevens
Principal

Not Incl in scope

Date	Description	Amount	
9/17/2014	Design for fiber installation	310	
9/23/2014	Onsite service to meet with Bill at Legion Rd. facility to discuss data, SCADA, and phone needs at lift stations and other buildings. Discuss current configuration and SCADA needs, obtain contact information for controller provider. Call	620	
9/24/2014	Call to Pekin for company who operates the control units on lift stations for Washington to find if they are SCADA ready	232.5	
9/25/2014	Coordinate meeting with appropriate parties at MTCO and at Washington for 10/10.	155	
		1317.5	1317.5
10/10/2014	Onsite meeting for fiber project with MTCO, IDOT, and Washington personnel	542.5	
10/23/2014	Fiber project calls and followup with Joanie Baxter, schedule meeting for next week	155	
10/30/2014	Onsite meeting with Joanie and Ed regarding fiber project	542.5	
11/7/2014	Fiber project planning, call with MTCO, call with Police department regarding connection of Evidence building.	155	
11/24/2014	Fiber project PM-orders for hardware	155	155
12/1/2014	Fiber project - configure four Mikrotik radios, prepare documentation and prepare for installation.	465	465
12/2/2014	Wrap up configuration for wireless radios, prepare to take onsite.	155	
12/8/2014	Remote - Updated firmware and configured new FortiGate 60D for Police Department. Updated firmware on 90D.	435	
12/10/2014	Remote - Tested IPSec VPN setup between FortiGate and EdgeRouter Lite	72.5	
12/10/2014	Fiber project cabling for Police facility, work on backups	232.5	
11/24/2014	(4) Mikrotik RBSXT wireless radios from Roc-Noc	398.97	
		3308.97	398.97

12/3/2014	Remote - Performed more testing with jPerf and inspected switch /	290	
12/4/2014	Onsite assessment for wireless connection between Police and Evidence buildings, review backups and server operation, take delivery on FortiGates and provide to Cain to build and prepare for install.	620	
12/8/2014	Remote service with scheduling of fiber install, call with Nick at MTCO and followup with Joanie to coordinate schedules with landlords and facilities.	155	
		1065	

620

1/2/2015	Remote - Steve's document was on a non backed-up external drive and could not be recovered. Assisted him with restoring his MacBook connected to the shared folder on DVA JRC01, also.	72.5
1/9/2015	Remote support with Joanie to troubleshoot Kevin's phone not connecting to Verizon account.	32.5
1/13/2015	Fiber project, obtain IP information from Nick at MTCO and coordinate install for next Tuesday.	155
1/19/2015	Remote - Configured FortiGates for City Hall and Police Department in prep for install	725
1/20/2015	On-site support with Ryan Cain to set up the new FortiGates for the MTCO fiber internet	260
1/20/2015	Combined travel time from CLA to Cow Police Department and City Hall	108.75
1/20/2015	Remote - Contacted MTCO about standing up MPLS connection. Re-worked configuration on both FortiGates to account for this change.	290
1/20/2015	Remote - Continued work on FortiGate configs	145
1/20/2015	On-site - Installed new FortiGate 90D at City Hall and FortiGate 60D at Police Department. Connected both FortiGates to new MTCO fiber internet connection. Waiting on MTCO to stand up MPLS before we can proceed further.	217.5
1/20/2015	Drive to city hall from CLA Peoria office.	48.1
1/21/2015	Remote - Worked with MTCO to resolve issues with new MPLS client, reconfigured FortiGate units to account for change in infrastructure.	797.5
1/22/2015	Remote support to troubleshoot Don's machine not showing the desktop after log in. Researched issue, found a work-around, uninstalled malicious programs, ran Malwarebytes, performed	195
1/23/2015	Support with UTM filters at City Hall upon expiration of FG device. Request 30-day extension from Fortinet and re-enable filters after account updated/extended. Call with MTCO and then Joanie regarding fiber installation.	310
1/23/2015	Remote - Worked on new FortiGate configs	217.5
1/27/2015	On-site - Tested WAN cutover at Police Dept and City Hall. Possible issues with MTRTVE routing config, need to work with their support and reconfig.	95.7
1/27/2015	Remote - Worked on FortiGate configs for City Hall and PD	290
1/27/2015	Found open relay preventing e-mail transmission to AT&T, add filters at FortiGate and request removal from SORBS, confirm removal after a couple hours of receiving e-mail confirmation	310
1/27/2015	On-site support with Ryan Cain to swap FortiGates.	65
1/27/2015	Drive to city hall from CLA Peoria office.	48.1
1/27/2015	Travel between CLA and CoW	72.5
1/30/2015	Fiber project schedule, update from Cain, call MTCO, schedule call next Monday at 10:30 with Ed.	155
1/30/2015 3:12 PM	Drive from Peoria CLA office to Washington City Hall and back 24 miles.	13.8
1/30/2015 3:12 PM	Drive from Peoria CLA office to Washington City Hall and back 24 miles.	13.8
2/3/2015	Remote - Troubleshoot internet connection issues with new FortiGate units at City Hall and PD.	580
2/3/2015	Oberlander Inv# 02/02/15 - Labor and Outdoor Cables for Police/Evidence Link	116.62
2/10/2015	Drive from Peoria CLA office to city hall.	24.7
2/10/2015	On-site support with Ryan Cain to assist with ISP cut-over. Added additional servers to Internet host	227.5
2/10/2015	Remote - Rebuild FortiGate config for City Hall and PD	290
2/10/2015	On-site - Performed cutover and testing at PD in coordination with Ryan Whalen at City Hall	217.5
2/10/2015	Travel to/from CLA/City of Washington	60.9
2/11/2015	Remote - Reviewed config for Cisco devices on the network in prep for reconfiguration VLANs across all devices	362.5
2/12/2015	Remote - Worked on reconfig of switches	290
2/16/2015	Remote - Finalized new configs, scheduled cutover for 2/17 at 4:30PM	145
2/17/2015	On-site - Worked with RW on cutover to fiber/MPLS. All worked well overran for phone at City Hall. Will work with Heart in troubleshoot.	398.75
2/17/2015	Drive from CLA Peoria office to city hall.	24.7
2/17/2015	On-site support with Ryan Cain to assist with the ISP cut-over.	276.9
2/18/2015	Remote support with Joanie and Ryan Cain to assist with the ISP cut-over.	65
2/18/2015	Remote - Reconfiguration of City Hall and PD FortiGates	217.5
2/18/2015	Remote - Worked with Kent to test cutover at PD	108.75
2/19/2015	Remote - Rewrote config file for City Hall FortiGate / restored new config to device	145
2/20/2015	Remote - Worked with Joanie and Kent over the phone to perform cutover. Tested functionality of all services. Contacted CenturyLink to update DNS record for mail server	217.5

8407.07

3/23/2015	Research and place order for Mikrotik devices for Water and WWTP2 locations	162.5
3/25/2015	Remote - Began setup of Mikrotik devices	217.5
3/26/2015	Remote - Worked on router setup	362.5
3/27/2015	Remote - Worked on router setup. Tested functionality in small test environment in-house.	435
3/30/2015	Remote - Finished config of RB750 routers for WWTP2 and WATER1	290
3/31/2015 5:34 PM	(2) Mikrotik RB750GL 5-Port Routers for Water Plant and WWTP2 locations.	137.16
4/1/2015	Remote - Updated both routers to latest firmware and set up OSPF, also enabled OSPF on City Hall and PD FireGate.	145
4/8/2015	On-site - Tested fiber installation at Legion Rd facility. Installed RB750 routers at WATER1 and WATER2 and tested functionality.	217.5
4/8/2015	Onsite for cut-over of Legion Rd (need network cable), WTP1 cut-over and setup new computer, configure WTP2, onsite at City Hall to add printer for Manu and update location on status.	812.5
4/8/2015	Travel to/from CLA and various CoW locations	108.75
5/20/2015	Meet with Kevin Schoney for installation of wireless bridges for Evidence Building	81.25
		2969.66
		4130.25

\$17,068.20 Total WIP Relieved to project

\$9,000.00 Total Proposed Amount


\$8,068.20 WIP over proposal

\$4,552.50 Amount invoiced over proposed

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

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jbaxter@ci.washington.il.us
www.ci.washington.il.us

MEMORANDUM

TO: Mayor Manier and Committee of the Whole
FROM: Joanie Baxter, Controller 
DATE: April 8, 2016
SUBJECT: Audit contract extension proposal

Attached is a proposal for a one year extension to our audit contract with Phillips-Salmi. Phillips-Salmi has been conducting the audit since FY2010 and staff has been very pleased with the services they have provided. The contract fees have remained unchanged at \$25,600 (\$28,000 if a single audit is required) during this time period.

There is potential legislation (SB 2270) that may mandate rotation of audit services in the future and therefore staff felt it best to request only a one year extension to the contract at this time. Phillips-Salmi has offered a proposal for a one year contract of \$25,600 and \$28,100 should a single audit be required.

Finance & Personnel Committee

- Reviewed item on March 21, 2016.
- Butler made a motion to recommend approval to Committee of the Whole/City Council of a one year extension for \$25,600 plus \$2,500 for single audit and to take steps to request proposals at large next year. Brucks seconded the motion. Motion carried.
- Update – Aaron from Phillips-Salmi sent information on 3/26 indicating that SB 2270 has been put on hold by the Illinois Legislature.

C: Jim Culotta, City Administrator

CITY OF WASHINGTON, ILLINOIS
PROPOSAL TO PROVIDE PROFESSIONAL
AUDITING SERVICES

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Phillips, Salmi & Associates, LLC

Certified Public Accountants

March 11, 2016

City of Washington
Attn: Mrs. Joanie Baxter, CPA
301 Walnut Street
Washington, IL 61571

Dear Joanie,

Thank you for considering Phillips, Salmi & Associates, LLC to provide the financial statement audit of the City of Washington. We welcome the opportunity to continue to serve your organization.

As you know, Phillips, Salmi & Associates, LLC is a public accounting firm located in Washington, Illinois. We bring a combined 50 years of governmental experience to our clients. This extensive knowledge with governmental entities not only enables us to perform the requested services, but we also provide valuable insights and recommendations to improve your organization's operations.

We have enjoyed working with you, your management team and elected officials. We look forward to a positive response to our proposal and working with you in the future. Please contact us if you have any questions or would like more information.

Sincerely,

PHILLIPS, SALMI & ASSOCIATES, LLC

Aaron Phillips, CPA
Principal

Lori Salmi, CPA
Principal

WHAT YOU CAN EXPECT

Firm Information

Phillips, Salmi & Associates, LLC is a certified public accounting firm located at 112 South Main Street, Washington, Illinois. The firm was founded in 2010 by Aaron Phillips and Lori Salmi. Currently, our firm is comprised of two partners, one audit manager, three staff accountants and an administrative assistant. Our firm is committed to delivering high quality audit, taxation, and consulting services to governmental entities and nonprofit organizations at a reasonable fee. We accomplish this through timely service and turnaround between audit fieldwork and delivery of audited financial statements, providing value added business and accounting recommendations, and being available for consultation throughout the year.

Professional Memberships and Quality

- American Institute of Certified Public Accountants (AICPA)
 - Governmental Audit Quality Center
 - Employee Benefit Plan Audit Quality Center
- Illinois CPA Society

Client Service Providers

In working with you, Aaron Phillips and, audit manager, Pam Gonigam will be actively involved as the City's client service providers. Lori Salmi will perform quality control duties. Partners and managers will be onsite at the City during audit fieldwork performing the necessary audit procedures. Our firm members have met all continuing educational requirements. Additional staff will be determined based on scheduling and engagement needs.

Background information about each appears at the end of this proposal.

Our experience goes beyond auditing; we have provided consulting services to local governments on a number of emerging issues including:

- Water and sewer rate analysis
- Budgeting and long-term fiscal planning
- Capital project financing analysis
- Debt issuance and covenant compliance

FEE STRUCTURE

Scope of Services

The all-inclusive fee proposal includes the financial statement audit, on the modified accrual basis of accounting, of the City of Washington and preparation of the City's financial statements and annual financial report (AFR). In addition, included in the fee, is the preparation of separate financial statements for the tax increment financing (TIF) district.

Fee

We are pleased to present our proposal, as shown below, to perform the audit of the City of Washington, Illinois for the year ending April 30, 2016. This fee is based on anticipated cooperation from your personnel and completion, by City elected officials & staff, of the annual client assistance listing. If unexpected circumstances require significant additional time, we will discuss it with you before we incur such costs.

April 30, 2016

\$25,600

Should the City be required to have a single audit performed in accordance with OMB Circular A-133 the fee is expected to be \$2,500.

AUDIT TIMELINE

The audit timeline will be mutually agreed upon with the City. Below is an approximation of when we would expect to complete the following audit activities:

Event	Timeframe	Person(s) Assigned
<p>I. Preliminary Planning</p> <p>During this phase of the audit, we would meet with representatives of the City to discuss the approach to be taken during the audit, focusing on areas of particular concern to the City, as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.</p>	April/May	Partners & Manager
<p>II. Preliminary Fieldwork</p> <p>During this phase of the audit, we would develop an understanding and documentation of the City's accounting controls using the City's accounting procedures manual and by interviewing staff of the City to document the flow of transactions. In addition, we may perform testing of controls and transactions at this time. Sample sizes and selections would be determined at this phase.</p> <p>In addition, we would review all minutes from the meetings of the City council; review all ordinances adopted by the City during the year; review any debt agreements entered into during the year and analyze any other unique transactions entered into by the City.</p> <p>Upon completion of this phase, we would finalize all necessary confirmation the City will prepare; review all proposed client assisted work papers and the timing of preparation by the City; develop our audit programs for the next phase of the audit; and prepare a schedule for the remainder of the audit.</p>	June/July	This phase would be completed by one or both partners, manager, and one to two professional staff.
<p>III. Fieldwork</p> <p>During this phase of the audit, we would complete all of our substantive testing of account balances and prepare a draft of the City's financial statements.</p>	August	This phase would be completed by one or both partners, manager, and one to two professional staff.

IV. Workpaper and Report Review

During this phase of the audit, the identified key audit areas and drafts of all financial reports will be reviewed by the non-engagement partner as part of our internal control procedures.

September

This phase will be completed in accordance with our Quality Control policies.

V. Drafts to the City

We will deliver a draft of the annual financial report by September 30th. The draft will be discussed and reviewed with City representatives as deemed necessary.

September

This phase would be completed by the engagement partner and/or manager.

VI. Completion of Audit

Upon approval of the drafts by the City, we will present the signed, bound copies of the annual financial report, the management letter and the additional reports described in this proposal by the October due date.

October

This phase would be completed by the engagement partner.

BIOGRAPHICAL INFORMATION

Lori R. Salmi, CPA

Managing Partner

Lori provides accounting, auditing and advisory services to clients in small businesses, local government, nonprofit organizations, nursing homes and other health care organizations, and employee benefit plans. Lori also provides peer review services to other CPA firms. In addition to working closely with her clients, Lori has responsibility for the day-to-day operations of the firm.

Lori received her bachelor's degree from Illinois State University and has more than 25 years of public accounting experience. Prior to forming Phillips, Salmi & Associates, LLC in 2010, Lori was the assurance department head and shareholder at a certified public accounting firm in the Peoria, Illinois area.

Lori is a member of the American Institute of Certified Public Accountants (AICPA) and the Illinois CPA Society. She has served on the Illinois CPA Society's Peer Review Report Acceptance Committee and the Nonprofit Organizations Committee.

Lori, her husband Bill, and their two children live in Washington. Lori's outside interests include youth hockey programs, traveling and golfing with her family.

Aaron Phillips, CPA

Client Service Partner

Aaron provides accounting, auditing and tax advisory services to clients in construction, manufacturing, retail, local governments, nonprofit organizations and employee benefit plans. He received his bachelor's degree from Bradley University, and has more than 14 years of public accounting experience.

Aaron leads the tax and small business consulting areas of the firm and is a member of the AICPA tax section. Regularly consulting with small businesses and their owners on accounting and tax matters, Aaron seeks to develop and implement client specific strategies to minimize tax obligations over the long term.

Outside of tax season, Aaron works closely with local governments and non-profits providing audit services. In conjunction with the firm's core values, Aaron is regularly working at the client's office providing services. This face-to-face interaction facilitates the firm's focus on providing clients value added communication.

Aaron is actively involved in the community, currently serving as the treasurer and advisor to the Contemporary Art Center of Peoria. In addition, Aaron manages crop production of his family farming operation in Bureau County.

Aaron and his wife, Jamie, live in Washington and spend most of their time with their two children. Most nights and weekends the family can be found at their children's extracurricular activities. They also enjoy outdoor activities, such as camping, and spending time with extended family and friends.

Pam Gonigam, CPA

Audit Manager

Pam provides auditing and advisory services to clients in small businesses, local government, nonprofit organizations, nursing homes and employee benefit plans.

Pam graduated from Morton High School and received her bachelor's degree from Bradley University. She has more than 12 years of public accounting experience. Prior to joining Phillips, Salmi & Associates, LLC in 2015, Pam was an assurance manager at one of the top ten certified public accounting firms in the nation.

Pam is a member of the American Institute of Certified Public Accountants (AICPA) and the Illinois CPA Society.

Pam's community involvement includes serving as a trustee for the local library district and performing treasurer duties for her church.

Pam and her husband Bob live on the family farm near Ohio, Illinois. Pam's interests include traveling, hiking and biking.



GUTHOFF MEHALL ALLEN & COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

System Review Report

August 13, 2014

To the Members
Phillips, Salmi & Associates, LLC
and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Phillips, Salmi & Associates, LLC. (the firm) in effect for the year ended December 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Phillips, Salmi & Associates, LLC in effect for the year ended December 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Phillips, Salmi & Associates, LLC has received a peer review rating of *pass*.

Guthoff Mehall Allen & Company, P.C.

Guthoff Mehall Allen & Company, P.C.

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.ci.washington.il.us

MEMORANDUM

TO: Mayor Manier and Committee of the Whole
FROM: Joanie Baxter, Controller *JB*
DATE: April 8, 2016
SUBJECT: Property and Liability Insurance Renewal

Alexander-Murray has been the agent of record for property and liability insurance since 2011. Since then, they have placed the City with Travelers Insurance and then most recently with HCC Insurance when Travelers submitted a high bid. As such, Alexander-Murray through our representative Dennis Hermann, as well as Burnham & Flower, the producer, continues to shop the market on an annual basis to determine the best policy for property and liability insurance coverage.

The renewal date for the policy is July 1, 2016 and therefore Staff requests direction to take in regard to seeking a renewal or requesting proposals for the insurance coverage.

Finance & Personnel Committee

- Reviewed item on March 21, 2016.
- Manier made a motion, seconded by Butler to recommend the Committee of the Whole approve Alexander-Murray to shop the market and provide a renewal proposal. Motion carried.

C: Jim Culotta, City Administrator

MEMORANDUM

TO: The Honorable Mayor Gary W. Manier & Members of the Washington City Council

FROM: Chief of Police Donald J. Volk

DATE: April 11th, 2016

RE: **Intergovernmental Agreement – City of Washington & Washington
Community High School District # 308**

Please find enclosed in your City Council packets for your review and deliberation a City of Washington Ordinance regarding the intergovernmental agreement between the City of Washington and the Washington Community High School District # 308.

We have elected to renew this agreement on an annual basis rather than having a multi-year agreement. Additionally, we have worked out a funding strategy that will share the costs at 75 % for Washington Community High School District # 308 and 25 % for the City of Washington. We have been able to achieve our 75% / 25% funding objective this year.

Accordingly, I am respectfully requesting & recommending that you review and approve the attached ordinance as drafted.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
WASHINGTON, ILLINOIS AND WASHINGTON COMMUNITY HIGH
SCHOOL DISTRICT # 308**

WHEREAS, the City of Washington and Washington Community High School District # 308 desire to establish and continue a SCHOOL RESOURCE OFFICER (S.R.O.) Program; and

WHEREAS, the S.R.O. Program will place one (1) Washington Police Officer into Washington Community High School; and

WHEREAS, the terms associated with establishing this Program have been incorporated into an intergovernmental agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows;

Section 1. That the Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "A" and by reference expressly made a part hereof be, and the same hereby is, approved.

Section 2. That the Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute an Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto, marked Exhibit "A," and by reference expressly made a part hereof, and to execute and deliver any and all documents necessary for the effectiveness thereof.

PASSED AND APPROVED this ____ day of _____, 2016.

AYES: _____

NAYS: _____

Mayor

ATTEST:

City Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WASHINGTON, TAZEWELL
COUNTY, ILLINOIS AND THE
WASHINGTON COMMUNITY HIGH SCHOOL DISTRICT # 308
TO PROVIDE FOR A SCHOOL RESOURCE OFFICER**

THIS AGREEMENT is made and entered into between the CITY OF WASHINGTON, an Illinois municipal corporation ("WASHINGTON") and WASHINGTON COMMUNITY HIGH SCHOOL DISTRICT # 308 ("HIGH SCHOOL DISTRICT") this _____ day of _____, 2016.

WHEREAS, WASHINGTON and the HIGH SCHOOL desire to establish a School Resource Officer Program which will permit the Washington Police Department to work directly within HIGH SCHOOL in conjunction with school officials and personnel; and

WHEREAS, the purpose of the School Resource Officer Program is to enhance positive relationships among members of the Washington Police Department and the HIGH SCHOOL personnel, students, parents, and other related service agencies in order to promote a safe and secure educational environment within the HIGH SCHOOL; and

WHEREAS, WASHINGTON and the HIGH SCHOOL are units of local government within the meaning of Section 10, Article VII, of the Illinois Constitution, 1970; and

WHEREAS, WASHINGTON and the HIGH SCHOOL are authorized to contract between each other to obtain and share services or exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.

NOW, THEREFORE, in consideration of mutual promises contained in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, WASHINGTON and the HIGH SCHOOL agree as follows:

1. **SCHOOL RESOURCE OFFICER.**

WASHINGTON, through its Police Department, shall provide to the HIGH SCHOOL one (1) Washington Police Officer who will be designated as the School Resource Officer. The purpose, responsibilities, functions, guidelines, and general operating procedure for the School Resource Officer shall be generally as recited in the Job Description & General Order 2005-19 of the Washington Police Department, a copy of which is attached hereto as Exhibit "A", and incorporated in this agreement as though fully set forth. The Job Description & General Order 2005-19 may be modified, amended, or otherwise changed by WASHINGTON from time to time, as deemed necessary and expedient by WASHINGTON and its Police Department, in their sole and exclusive discretion.

2. FINANCIAL OBLIGATION FOR HIGH SCHOOL.

Although the School Resource Officer will be a full-time employee of the Washington Police Department, receiving the usual and customary benefits and salary, as solely determined and designated by WASHINGTON, the HIGH SCHOOL, in a cooperative effort to fund the School Resource Officer Program, shall pay to WASHINGTON for the Fiscal Year beginning May 1st, 2016 and ending April 30th, 2017 the sum of Seventy - Three Thousand Two Hundred and Ninety - Five Dollars (\$73,295.00) toward the School Resource Officer's base salary and fringe benefits.

Payments under the terms of this paragraph will be made as follows:

- a. The sum of Thirty –Six Thousand Six Hundred and Forty-Seven Dollars and 50 cents (\$36,647.50) on or before August 1st, 2016; and
- b. The sum of Thirty –Six Thousand Six Hundred and Forty- Seven Dollars and 50 cents (\$36,647.50) on or before December 1st, 2016.

3. TRAINING AND DEVELOPMENT OF SCHOOL RESOURCE OFFICER.

WASHINGTON and the HIGH SCHOOL realize and agree to the need for training and development of the School Resource Officer. It is agreed that the School Resource Officer may annually attend the *State of Illinois School Resource Officer Training Conference* and the *National School Resource Officer Training Conference*. WASHINGTON and the HIGH SCHOOL agree that they will share equally (50/50) all costs associated with the attendance of the *National School Resource Officer Training Conference*, and that WASHINGTON will pay all of the costs associated with the attendance of the *State of Illinois School Resource Officer Training Conference*. The parties expect, anticipate, and agree that the costs associated with the attendance of both annual training conferences will include, but necessarily be limited to, tuition, registration fees, travel expenses to and from the conferences, transportation expenses while attending the conferences, lodging while attending the conferences, meals while attending the conferences, and books.

4. INDEMNIFICATION.

WASHINGTON shall save and hold the HIGH SCHOOL free, harmless and indemnified from and against any and all claims brought by any School Resource Officer arising out of or related to the employment of the School Resource Officer including, but not limited to, suits or administrative actions alleging discrimination, civil rights violations; noncompliance with employment statutes; worker's compensation claims; federal and state tax withholding claims; and over-time reimbursement claims. The parties acknowledge that it is the intent of this Agreement that the School Resource Officer be and remain an employee of WASHINGTON.

5. TERM OF AGREEMENT.

This agreement shall remain in full force and effect from and after May 1st, 2016 and until April 30th, 2017. This Agreement shall automatically renew upon the same terms and conditions as are applicable during the original term unless terminated as provided for in paragraph 7 of this

agreement. It is the intent of the parties hereto that this agreement will be renegotiated prior to April 30th, 2017.

6. **ADMENDMENT.**

This agreement may be amended pursuant to written agreement of WASHINGTON and HIGH SCHOOL. All amendments to this agreement must be made in writing and signed by the authorized representatives of WASHINGTON and the HIGH SCHOOL. The HIGH SCHOOL hereby designates the Superintendent of Schools as its authorized representative for purposes of this paragraph. WASHINGTON hereby designates the Chief of Police of the Washington Police Department as its authorized representative for purposes of this paragraph.

7. **TERMINATION.**

This agreement may be terminated by WASHINGTON or the HIGH SCHOOL by providing written notice of termination to the other party not less than ONE HUNDRED TWENTY (120) days prior to April 30th of each year that this Agreement shall be in force.

8. **NOTICES.**

All notices, demands or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

To Washington: City Administrator
City of Washington
301 Walnut Street
Washington, IL 61571

With a copy to: Chief of Police
City of Washington
115 W. Jefferson Street
Washington, IL 61571

To HIGH SCHOOL: Washington Community
High School District # 308
Superintendent of Schools
115 Bondurant Street
Washington, IL 61571

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

9. **BINDING EFFECT.**

This agreement shall bind the heirs, executors, administrators, successors and assigns of the parties hereto.

10. **TIME OF ESSENCE.**

It is specifically declared that time is of the essence of this Agreement.

11. **GOVERNING LAW.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

12. **ENTIRE AGREEMENT.**

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. **PARAGRAPH HEADINGS.**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or add in the interpretation of the provisions of this Agreement. The Recitals, however, shall be considered part of the lease and agreement between the parties hereto.

IN WITNESS WHEREOF, WASHINGTON and the HIGH SCHOOL have set their hands and seals on the date and year first above written.

THE CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS
an Illinois home rule municipal.

WASHINGTON COMMUNITY
HIGH SCHOOL DISTRICT #308
an Illinois public high school corporation.

MAYOR

PRESIDENT

ATTEST:

ATTEST:

**CITY CLERK
WASHINGTON**

**SECRETARY
HIGH SCHOOL**

Washington Police Department

GENERAL ORDER

GENERAL ORDER NUMBER: 2005 – 19

Date of Issue: October 4th, 2005

Rescinds Memorandum: 44-04, Dated 06/21/04

Revised: February 5th, 2013

By order of: James W. Kuchenbecker – Chief of Police

SUBJECT: SCHOOL RESOURCE OFFICER DUTIES & RESPONSIBILITIES

I. PURPOSE

The purpose of this Order is to define the duties and responsibilities of the Officer(s) designated by the Chief of Police as School Resource Officer(s).

II. POLICY

It is the policy of the Washington Police Department to employ personnel with training and expertise to effectively deal with youthful members of the community and those members who engage in anti-social and counter-productive behavior. Acting together on a day-to-day basis, those trained personnel can assist the community in meeting youthful needs that extend beyond formal education and other community offerings.

III. GOALS AND OBJECTIVES

- A. Coordinate Washington Police Department and Washington Community High School District 308 resources in a collaborative effort to enhance positive, communicative and productive relationships among police and school personnel, students, parents and other related service agencies to foster a safe and secure educational environment.
- B. Permit the Washington Police Department to work directly within the environment of the high school in conjunction with school officials towards a prevention-orientation and facilitate and foster positive relationships with the high school and employees.
- C. Facilitate increased attention on youth problems, concerns, and unlawful activities on a proactive rather than reactive basis.
- D. Promote a positive learning and educational environment for high school students and a solid, healthy community environment.
- E. Work cooperatively with the High School Staff & Personnel on a case-by-case or as needed basis to resolve matters of mutual interest only with the consent and approval of the Chief of Police and the Superintendent of Washington Community High School District 308.

IV. COMMAND AND CONTROL

- A. School Resource Officer(s) will report directly to the Investigative Division Commander. Although this Officer is assigned to the Washington Community High School it must be understood by all parties that the School Resource Officer is a Police Officer and ultimately subordinate to the Chief of the Washington Police Department.
- B. The School Resource Officer will work in a cooperative effort with school Superintendent / Principal, Deans and Counselors and accept reasonable direction from the school Superintendent / Principal or his designate. Conflicts in direction given by Washington Police Department and school staff personnel will be reported to both parties by the School Resource Officer and resolved through consultation between Police Department and Washington Community High School District 308 personnel.

- C. The performance evaluation process will include police and school staff perceptions of service-orientation, effectiveness, community support, School Resource Officer input, and student acceptance. Interim performance assessments may be conducted as needed or required and unsatisfactory job performance will be the subject of immediate review and communication among members of the Police and School staff personnel.
- D. The School Resource Officer will prepare and submit weekly logs of all activities to the Investigations Division Commander. The Officer will also consult at least weekly with the School Superintendent &/or Dean of Students or their designate and Police Department staff members, regarding cases, dispositions, problem situations, and potential problems.

V. DUTIES AND RESPONSIBILITIES

- A. Fostering positive relationships with students in an effort to promote respect for law enforcement.
- B. Functioning as a resource in law enforcement-related issues in a cooperative relationship with present school counselors and other social service personnel.
- C. Serving as a law enforcement-related resource for students, their families, school staff, and community members.
- D. Assisting in preparation of educational and preventive practice programs related to community/social problems involving unlawful activity, including, but not limited to, drug and alcohol use, gang activity, vandalism, theft, personal violence, trespassing, and violations of the Illinois Vehicle Code.
- E. Assisting in protecting the high school campus from violations of the law.
- F. Assisting school officials in more effective response to student and non-student criminal offenses.
- G. Any other duties as may be assigned from time to time by the Chief of Police.

VI. QUALIFICATIONS AND SELECTIONS

- A. The School Resource Officer will be a non-probationary Police Officer with a minimum of three years of police officer experience.
- B. The School Resource Officer will exhibit the following personal attributes:
 - 1. Special interest in and understanding of youth and their problems and concerns.
 - 2. Effective verbal and written communication skills.
 - 3. Proven, consistent excellent report-writing skills.
 - 4. Positive, proactive attitude evidenced by problem-solving skills, and quality and quantity of present work.
 - 5. Excellent knowledge of Criminal Code and Juvenile Court Act.
 - 6. Self-motivated and ability to work with minimal supervision.
 - 7. Strong organization and prioritization skills.
 - 8. Public-speaking ability.
 - 9. Adaptable to independent and team-oriented working situations.

10. Excellent interpersonal communication skills.
11. Knowledge of rules of evidence and constitutional protections.
12. Ability to resolve conflict and excellent problem-solving skills.
13. Sound judgment and decision-making skills.
14. Adaptable and flexible with ability to interact effectively and productively with Police Department and School staff, students, and parents.
15. Excellent attendance record.
16. Juvenile Officer Certification.

- C. The selection of the School Resource Officer will be made by the Washington Police Department with input from designated Washington Community High School District 308 personnel based on qualifications, training and overall suitability of the candidate.

The School Resource Officer position is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the Officer with a collaborative performance appraisal process involving Washington Police Department with input from designated Washington Community High School District 308 personnel and staff members

ORDINANCE NO. _____

Synopsis: Adoption of this ordinance would change the original recorded street suffix of Lincoln Avenue to match that of the long standing posted suffix of Lincoln Street.

**AN ORDINANCE CHANGING THE RECORDED STREET SUFFIX OF
LINCOLN AVENUE TO LINCOLN STREET**

WHEREAS, the street named Lincoln was platted as an avenue in approximately 1837;
and

WHEREAS, the posted suffix has been Lincoln Street; and

WHEREAS, the City has the authority under the Municipal Code, at 65 ILCS 5/11-80-19, to change the name of any street.

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

Section 1. That Lincoln have its street suffix changed from Lincoln Avenue to Lincoln Street.

Section 2. The effective date of the name change shall be thirty (30) days after the passage of this ordinance and the Post Office branch serving that area having been notified by the City by certified or registered mail of the name change.

Section 3. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this _____ day of _____, 2016.

AYES _____

NAYS _____

Mayor

ATTEST:

City Clerk

Memo

TO: Committee of the Whole
FROM: Ed Andrews, Public Works Director
SUBJECT: Mr. Manhole Attachment
DATE: April 8th, 2016

At the April 4th Public Works Committee Meeting the consideration of the purchase of a manhole cutting attachment for the skid steer was reviewed. The addition of this unit would allow for the Street Department as well as Collection & Distribution to undertake additional manhole structure adjustments in-house. Currently adjuster rings are added to the existing manhole lid to bring the structure nearer to finish grade rather than full reconstruction, which has been done on a limited basis.

The attachment itself, a proprietary cutting unit retails at \$7,999. This is the same manufacturer as the unit used by RA Cullinan / UCM during the tornado restoration roadway project. Additionally, we would need to add the auger attachment to our skid steer at a cost of \$2,953. This has been an attachment we have rented multiple times during the last two years to assist in tree planting at \$109 each time.

Mr. Manhole B-52 Cutter	\$ 7,999
CAT Auger, A19B	<u>\$ 2,953</u>
Total	\$10,952



The recent tornado roadway restoration contract provided for bid prices of manholes adjustments by adjuster rings at \$529.20 each and manholes reconstruction \$1,512.00 each.

Collection & Distribution has identified approximately twenty (20) manholes that they would like to undertake this season. This attachment could be acquired under the current budgeted storm sewer fund under the FY15/16 fiscal year.

This matter has been placed on the agenda for the City's Committee of the Whole Meeting for review and discussion.

cc: File

CITY OF WASHINGTON

PLANNING & DEVELOPMENT DEPARTMENT

301 Walnut St. • Washington, IL 61571

Ph. 309-444-1135 • Fax 309-444-9779

<http://www.washington-illinois.org>

joliphant@ci.washington.il.us

MEMORANDUM

TO: Committee of the Whole
FROM: Jon R. Oliphant, AICP, Planning & Development Director
SUBJECT: ITEP Call for Projects
DATE: April 5, 2016

IDOT recently announced a call for projects for its Illinois Transportation Enhancement Program (ITEP). Applications are accepted starting on May 2 and ending on June 17. IDOT expected that selected projects will be announced this fall. As has been the case previously, this is an 80/20 program with \$29 million in federal funds available this year (compared with \$51 million during the last cycle in 2013).

As you will recall, the city has received funding previously for engineering/construction of recreation trails along N. Cummings and Business Route 24. The latter of these will be constructed later this summer. ITEP is intended to "promote and develop alternative transportation options, including bike and pedestrian travel, along with streetscape beautification." IDOT has slightly changed the eligible projects for this cycle to include more general streetscape projects while also having a category for improvements to areas with designated historic properties.

The Public Works Committee discussed this at their meeting on April 4. The committee recommended proceeding with two grant applications: 1) The construction of a recreation trail along McClugage and Centennial. This could be a joint project with the City of East Peoria pending their discussion of it late this week. If the project includes East Peoria, the trail could be extended along Centennial to the ICC entrance at Highview. The estimated project cost (engineering and construction) is \$1.1 million with approximately \$315,000 of this being within Washington's jurisdiction. The 20% local match would total \$63,000. 2) A streetscape improvement project for the Square. This could include reconstruction of the sidewalks, new crosswalks, reconstruction to the interior concrete wall, new street furniture/lighting, and the reconstruction of the Zinser brick street. Already budgeted local match funding (engineering and construction) pending further refinement of the project scope is \$585,000. The state's per-project funding cap is \$2 million.

With the application cycle rapidly approaching, staff is looking for feedback on whether to submit an application for any potential project(s). General discussion is planned for the Committee of the Whole meeting on April 11.

CITY OF WASHINGTON

PLANNING & DEVELOPMENT DEPARTMENT

301 Walnut St. · Washington, IL 61571

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joliphant@ci.washington.il.us

MEMORANDUM

TO: Committee of the Whole
FROM: Jon R. Oliphant, AICP, Planning & Development Director
SUBJECT: Upcoming Square/Entrance Signs Watering/Maintenance Authorization
DATE: April 6, 2016

Staff has begun soliciting bids this week from five local landscaping companies for our annual maintenance of the square planters/parking lot landscaping and the four community entrance signs that have landscaping. The contractors are Fletcher Landscapes, Gendron's Landscaping, Heartwoods Landscaping, Oak Grove Landscaping, and SA Moreland. The contractors have been asked to give separate costs for work around the square and the entrance signs.

The watering of the square landscaping would be an average of three days a week (depending on the precipitation for that week) for 22 weeks through October. The watering of the signs would be an average of two days a week. The maintenance of the square and signs would include weeding, trimming, and deadheading three times throughout the year and mulch would be applied to the sign beds in the spring.

Each contractor has been given until April 22 to offer any bids for the maintenance and watering. Staff anticipates asking for authorization to proceed with this project at the May 2 City Council meeting, with work tentatively scheduled to start in mid-May following the installation of the plants near Mother's Day.

CITY OF WASHINGTON

PLANNING & DEVELOPMENT DEPARTMENT

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loliphant@ci.washington.il.us

MEMORANDUM

TO: Committee of the Whole
FROM: Jon R. Oliphant, AICP, Planning & Development Director
SUBJECT: Public Hearing – New Life Christian Church, #2 Washington Plaza
DATE: April 7, 2016

New Life Christian Church submitted a special use request to establish a new location at #2 Washington Plaza. The property is zoned C-2 (General Retail) and churches are identified as special uses in all commercial zoning classifications. A zoning map is attached. Please note that the contractor recently started outfitting the unit. However, this unit cannot be occupied as a church until such time that a special use permit is approved.

The unit is just under 5,000 square feet and is located between Papa John's and Marvelous Nail & Spa. Washington Plaza underwent a dramatic reconstruction a few years ago and many of the spaces are currently leased. The church would be using #2 Washington Plaza for its Sunday services and plans to have daily office hours and activities in the near future. The worship space will be able to hold a maximum of 160 adults and 40 kids.

Washington Plaza contains a mix of office and retail uses. The properties with frontage on IL Route 8 in Sunnyland are primarily commercial, institutional and residential uses. The proposed use does not appear to be detrimental to the public's health, safety, or general welfare nor would it diminish property values or the use and enjoyment of properties in the vicinity. It would bring additional traffic to the shopping center. Due to this, staff would recommend that the special use request be approved.

The Planning and Zoning Commission held a public hearing for this request at its meeting on April 6 and unanimously recommended approval. This will be scheduled for a first reading ordinance at the April 18 City Council meeting with a second reading scheduled for May 2.

Enclosures

CITY OF WASHINGTON, ILLINOIS

APPLICATION FOR SPECIAL USE

To have a complete application for a special use, you must submit the following:

- Signed and completed application
- Plat showing subject property and all adjacent properties - See below for plat requirements
- Ownership documentation (lease, deed, mortgage, etc.)
- Accurate legal description obtained from the Warranty Deed
- Application fee of \$100 payable to the City of Washington

Address or location of property: #2 WASHINGTON PLAZA, WASHINGTON IL

Property Tax ID (PIN) number: 02-02-20-307-008

Current zoning classification of the property: COMMERCIAL

Current use of the property: RETAIL - MIXED

What is the Special Use for? CHURCH

How will you meet other requirements of the zoning code (such as parking or landscaping, if applicable)?

WE ARE IN COMPLIANCE WITH CODE AND HAVE EXCESS PARKING W/518 PADS

Name of Applicant: Josh Trueblood Phone Number of Applicant: 309-215-8529

Address of Applicant: 401 W. Edgewood Ct, Morton IL 61550

Owner of Property: SUNNYLAND DEVELOPMENT

Address of Owner: 407929 E CRESTWOOD WAY, SCOTTSDALE AZ 85250

I would like to receive correspondence by: ☐ Mail ☒ Email Email address: RAYMONDPOB66@MAIL.COM

PLAT REQUIREMENTS: Your special use plat must show:

- Building or site plan layout and locations of proposed special uses, including square footage ☒ SURVEY ATTACHED
- Adjacent properties, rights-of-way, streets, roads, railroads, waterways, and other physical features

PUBLIC HEARING: Your case will be referred with staff's recommendation to the next regularly scheduled Planning and Zoning Commission meeting for a public hearing. The Planning and Zoning Commission meets the first Wednesday of every month at 6:30 p.m. at the Washington District Library meeting room at 380 N. Wilmor Road. At the Planning and Zoning Commission meeting, you will present your request. A special use cannot be recommended by the Planning and Zoning Commission unless the Commission finds, based upon the application and evidence presented at the public hearing, that all of the following conditions have been met:

- 1) The special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
- 2) The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity, or substantially diminish or impair property values;
- 3) The special use will not impede development of surrounding property;
- 4) Adequate utilities, access roads, drainage, or necessary facilities will be provided;
- 5) Adequate ingress and egress provided to minimize traffic congestion in public streets;
- 6) The special use will conform to all other application regulations of the zoning district; and
- 7) If the special use would not otherwise be acceptable, the Planning Commission may recommend certain conditions be met to make the use acceptable, such as, but not limited to: landscape screening or fencing, specific hours of operation, night lighting or lighting restrictions, parking area requirements, signage restraints, outdoor storage limitations.

Certification: To the best of my knowledge, the information contained herein, and on the attachments, is true, accurate, and correct, and substantially represents the existing features and proposed features. Any error, misstatement, or misrepresentation of material fact or expression of material fact, with or without intention, shall constitute sufficient grounds for the revocation or denial of the proposed Special Use.

Signature of Applicant

SUNNYLAND DEVELOPMENT PARTNERS LLC.

By:

Signature of Owner

RAY RICE AT NANTA

Date

2/24/16

Date

2/22/16

After receiving a completed application, the City Clerk will file notice of your request with the local newspaper and with the adjoining property owners. If you have any questions, please contact Jon Oliphant, Planning & Development Director at (309) 444-1135.

FOR OFFICE USE ONLY

Case No.: _____

Plat Submitted? Y / N Date: _____

Documentation of Authority Submitted: _____

Commission Action: _____

Fee Paid? Y / N / N/A Amount: _____

Date: _____

Landscaping Plan Submitted? Y / N / N/A Date: _____

Date to go before the Planning and Zoning Commission: _____

Ordinance Review: (first reading) _____ (second reading) _____

**CITY OF
WASHINGTON**
TAZEWELL COUNTY, ILLINOIS

**OFFICIAL MAP
OF
ZONING DISTRICTS**



Legend	
AG-1 (Agriculture)	
CE (Country Estates)	
R-1A (Single Family Residential)	
R-1 (1-2 Family Residential)	
R-2 (Multifamily Residential)	
C-1 (Local Retail)	
C-2 (General Retail)	
C-3 (Service Retail)	
I-1 (Light Industrial)	
I-2 (Heavy Industrial)	



Prepared by the City of Washington
Department of Planning and Development
Printed: March 28, 2016



CITY OF WASHINGTON

PLANNING & DEVELOPMENT DEPARTMENT

301 Walnut St. · Washington, IL 61571

Ph. 309-444-1135 · Fax 309-444-9779

<http://www.washington-illinois.org>

joliphant@ci.washington.il.us

MEMORANDUM

TO: Committee of the Whole
FROM: Jon R. Oliphant, AICP, Planning & Development Director
SUBJECT: FY 16-17 GIS Contract Authorization
DATE: April 8, 2016

The city has utilized the services of Scott Bradbury with As-Built Mapping, Inc. since 2008. For FY 15-16, \$58,500 was budgeted for Scott to maintain and update all of our GIS mapping and records. Our city staff feels that this has been a great arrangement. As has been mentioned during the budget process, an additional \$10,000 has been proposed to be added to the FY 16-17 contract in order to support further work assisting with a strategic plan and water and sewer mapping. As such, a resolution will be on the April 18 City Council agenda requesting authorization to enter into an agreement for our GIS services for FY 16-17 in the amount of \$68,500.

Attachment

**AGREEMENT BETWEEN THE CITY OF WASHINGTON AND
SCOTT BRADBURY D/B/A AS-BUILT MAPPING FOR THE PROVISION OF
SERVICES RELATED TO UPDATING AND MAINTAINING THE CITY
GEOGRAPHIC INFORMATION SYSTEM**

THIS AGREEMENT is effective the 1st day of May, 2016, by and between the CITY OF WASHINGTON, an Illinois home-rule municipal corporation ("**City**"), and Scott Bradbury d/b/a As-Built Mapping, Incorporated ("**As-Built Mapping**").

Background

- A. The City has established a City Geographic Information System ("**GIS**").
- B. The GIS requires regular maintenance and updating to be fully operational and useful to the City.
- C. The City desires to retain As-Built Mapping to provide services related to maintaining and updating the GIS pursuant to the terms of this Agreement and As-Built Mapping desires to provide such services pursuant to the terms of this Agreement.

Agreement

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

- 1. **Background.** The Background paragraphs set forth above are a material part of, and by this reference are expressly incorporated into, this Agreement
- 2. **As-Built Mapping's Obligations.** As-Built Mapping shall provide the following services to the City in a timely manner, provided, however, that As-Built Mapping shall not provide any services for the City in excess of the maximum amount described in Section 3 below without the written approval of the City Administrator:
 - (a) Regular updates and maintenance to the utility layers of the GIS, including but not limited to the water distribution system, sanitary sewer system and storm water system;
 - (b) Creation of new data layers to be incorporated into the GIS;
 - (c) Obtaining and coordinating data used in the GIS with other units of government, including but not limited to Tazewell County, Illinois;
 - (d) Other services reasonably requested by the City, including but not limited to map creation and digital atlases. Task work Items (a) thru (d) are budgeted at \$35,000.

- (e) Support to the City's Sewer Department for IEPA mandated Capacity, Management, Operation, and Maintenance (CMOM) under Sewer, to include mapping updates of sanitary system, field verification of data, flow monitoring assistance, and other work as needed by the City. This item's task work is budgeted at \$15,000.
- (f) Support to the City's Water Department in helping to construct and support a water model of the City's water distribution system. It is anticipated that this effort will be in conjunction with a third party selected engineering firm for the preparation of the actual model. This item's task work is budgeted at \$12,500.
- (g) Support to the City's Street Department assisting with sign replacement tracking and updating of pavement ratings for logical street segments. This item's task work is budgeted at \$6,000.

3. City's Obligations. In exchange for As-Built Mapping's performance of its obligations, the City shall pay As-Built Mapping at the rate of Forty-Eight Dollars (\$48) per hour worked in the performance of such obligations, up to a maximum of Sixty-Eight Thousand Five Hundred Dollars (\$68,500) during the Term (as defined in Section 6(a) below). As-Built Mapping shall send the City from time to time an invoice evidencing the time spent in performing its obligations under this Agreement. The City hereby agrees to pay As-Built Mapping within thirty (30) days of the invoice date for services properly rendered to the City pursuant to Section 2.

4. Relationship.

- (a) Access. In order to permit As-Built Mapping to perform its obligations under the terms of this Agreement, the City will permit As-Built Mapping to have reasonable access to the City's premises, data, information, records, computers, and other materials necessary to the performance of this Agreement. As-Built Mapping agrees that it will keep confidential and never divulge any knowledge or information not in the public domain which is furnished to it by the City or of which As-Built Mapping becomes aware as a result of access to the City's premises, data, information, records, computers, and other materials. As-Built Mapping agrees that these obligations shall be performed at the City's premises unless granted approval to do such work elsewhere.
- (b) No Other Legal Relationship Created. As-Built Mapping and the City will be and shall act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose and neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
- (c) Expenses. Except as otherwise provided herein, or as may hereafter be established by an agreement in writing executed by the parties hereto, all expenses incurred by each party in performing its obligations hereunder shall be borne by the party incurring the expense.

5. Representations and Warranties of As-Built Mapping. As-Built Mapping has full power, and authority to enter into, deliver, and perform this Agreement and to consummate the transactions contemplated herein. As-Built Mapping has duly executed and delivered this Agreement, and this Agreement constitutes As-Built Mapping's valid and binding obligation, enforceable against As-Built Mapping in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditors' rights generally now or hereafter in effect, and subject to the availability of equitable remedies. The execution, delivery, and performance of this Agreement by As-Built Mapping and the consummation of the transactions contemplated herein, do not and will not (i) require the consent, approval, authorization, order, filing, registration, or qualification of or with any court, governmental authority, or third person, except that which already has been obtained, (ii) conflict with or result in any violation of or default under any provision of any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise, or license to which As-Built Mapping is a party or (iii) violate any law, ordinance, rule, regulation, judgment, order, or decree applicable to As-Built Mapping.

6. Miscellaneous.

(a) Term. Unless terminated due to default (as set forth in Section 6(g)), the Term of this Agreement shall be one year from May 1, 2016 until April 30, 2017 and may be renewed by the parties by mutual agreement prior to or at the conclusion of the term hereof.

(b) Assignment. This Agreement is binding on the parties hereto and shall not be assignable or transferrable by any party hereto without the consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

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

(d) Amendment and Waiver. This Agreement may be amended or modified at any time and in all respects, or any provision may be waived, by an instrument in writing executed by all parties hereto.

(e) Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) Integrated Agreement. This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties or representations between the parties relating to the subject matter hereof other than those set forth herein or herein provided for, and/or attached.

(g) Default. In the event either the City or As-Built Mapping should fail to perform any covenant or obligation as provided herein, the other party shall provide to the defaulting party thirty (30) days written notice of the default, specifying therein the specific failure to perform. If the default is not cured or corrected within thirty (30) days of the date of delivery of the notice above provided, the non-defaulting party may terminate this

Agreement by serving a Notice of Termination on the other party. From and after delivery of such Notice of Termination, this Agreement, and all future obligations hereunder, except as set forth in Section 6(h), shall terminate and be of no further force and effect.

(h) Preservation of GIS. Upon termination of this Agreement, As-Built Mapping shall take all steps necessary to ensure that the City's GIS is able to be immediately updated and maintained by the City and/or a third party selected by the City.

(i) Notice. The notices hereinabove provided shall be deemed to be delivered when deposited in the United States mail, by certified mail, return receipt requested, postage prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

As-Built Mapping:

As-Built Mapping
c/o Scott Bradbury

City:

City of Washington
c/o Mayor
301 Walnut Street
Washington, IL 61571

(j) Attorneys' Fees. In the event any action or legal proceeding is commenced to enforce any provision in connection with this Agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs as may be fixed by the court.

(k) Indemnification of City. As-Built Mapping shall save and hold the City free, harmless, and indemnified from and against any and all liability, damages, claims, causes of action and responsibility whatsoever on account of any injury to any person or damage to any property arising out of or in any way connected with As-Built mapping's services provided pursuant to, or breach of, this Agreement.

(l) Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of the Agreement which are valid.

(m) Construction of Agreement. Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF WASHINGTON

**SCOTT BRADBURY d/b/a
AS-BUILT MAPPING**

By _____
Its Mayor

ATTEST:

City Clerk