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CITY OF DIXON

Payment Approval Report

Page: 1

Report dates: 8/13/2013-8/19/2013

Aug 16, 2013 09:44AM

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.

Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amnt	Amount Paid	Date Paid
		10	AG VIEW FS INC	B0000401417	UNLEADED FUEL	07/01/2013	12,895.33	.00	
		10	AG VIEW FS INC	B0000401418	DIESEL	07/01/2013	3,939.85	.00	
		121	DIXON OTTAWA COMMUNICATION IN	224826	NEW TRUCK - RADIO INSTALL	07/31/2013	163.20	.00	
		121	DIXON OTTAWA COMMUNICATION IN	440143	CM200 RADIO & ANTENNA INSTALLE	08/07/2013	673.50	.00	
		232	KEN NELSON AUTO PLAZA	0813	2014 GMC SIERRA PICK UP	08/14/2013	26,144.00	.00	
		232	KEN NELSON AUTO PLAZA	244476	NEW TRUCK RUNNING BOARD	07/23/2013	946.12	.00	
		232	KEN NELSON AUTO PLAZA	244654	NEW TRUCK BEDLINER	07/23/2013	595.00	.00	
		647	ULTRA STROBE COMMUNICATIONS I	9869	NEW EQUIPMENT FOR NEW MARKED	08/07/2013	7,379.48	.00	
		647	ULTRA STROBE COMMUNICATIONS I	9870	NEW EQUIPMENT FOR NEW MARKED	08/07/2013	7,379.48	.00	
		678	AFFORDABLE WINDOW TINTING & AU	0713	NEW TRUCK - WINDOW TINTING	07/31/2013	130.00	.00	
Total :							60,245.96	.00	
	COUNCIL	78	CNA SURETY	07/13 #4163	BOND PREMIUM	07/26/2013	392.00	.00	
	COUNCIL	305	OTTOSEN BRITZ KELLY COOPER GI	66396	NEGOTIATIONS	07/31/2013	55.50	.00	
	COUNCIL	305	OTTOSEN BRITZ KELLY COOPER GI	66397	NEGOTIATIONS	07/31/2013	894.00	.00	
	COUNCIL	305	OTTOSEN BRITZ KELLY COOPER GI	66398	NEGOTIATIONS	07/31/2013	74.00	.00	
	COUNCIL	422	WARD MURRAY PACE & JOHNSON	08/13	RAC LEGAL FEES	08/02/2013	666.00	.00	
	COUNCIL	664	DOWNTOWN IDEA EXCHANGE	07/2013	SUBSCRIPTION RENEWAL	07/24/2013	236.50	.00	
Total COUNCIL:							2,318.00	.00	
	PUBLIC RELATIONS	151	FLOWERS ETC.	006290	FLOWER ARRANGEMENT - NEW BAB	07/15/2013	87.45	.00	
	PUBLIC RELATIONS	299	OFFICE DEPOT	658486811001	COFFEE/BREAK ROOM SUPPLIES	06/26/2013	84.68	.00	
	PUBLIC RELATIONS	299	OFFICE DEPOT	658486869001	SOAP	06/26/2013	9.39	.00	
	PUBLIC RELATIONS	299	OFFICE DEPOT	658486870001	COFFEE/BREAK ROOM SUPPLIES	06/26/2013	26.66	.00	
	PUBLIC RELATIONS	299	OFFICE DEPOT	667097390001	COFFEE/BREAK ROOM SUPPLIES	07/17/2013	12.19	.00	
	PUBLIC RELATIONS	299	OFFICE DEPOT	667291699001	COFFEE/BREAK ROOM SUPPLIES	07/18/2013	27.96	.00	
	PUBLIC RELATIONS	299	OFFICE DEPOT	667291612001	COFFEE/BREAK ROOM SUPPLIES	07/18/2013	13.99	.00	
	PUBLIC RELATIONS	299	OFFICE DEPOT	668070350001	COFFEE/BREAK ROOM SUPPLIES	07/22/2013	11.99	.00	
	PUBLIC RELATIONS	299	OFFICE DEPOT	668070381001	COFFEE/BREAK ROOM SUPPLIES	07/22/2013	11.99	.00	
	PUBLIC RELATIONS	299	OFFICE DEPOT	668278715001	COFFEE/BREAK ROOM SUPPLIES	07/23/2013	13.99	.00	
	PUBLIC RELATIONS	681	VALUCHIC	274	ADVERTISING	08/08/2013	250.00	.00	
	PUBLIC RELATIONS	682	IRISH AMERICAN NEWS	21712	ADVERTISING	06/01/2013	1,295.00	.00	
Total PUBLIC RELATIONS:							1,845.33	.00	

Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
FINANCE		162	GE CAPITAL	59244615	COPY MACHINE LEASE	08/07/2013	31.88	.00	
FINANCE		291	NICHOLS GREENHOUSES	0613	PETUNIA PLANTING	06/12/2013	1,374.50	.00	
FINANCE		299	OFFICE DEPOT	667291699001	TRASH BAGS	07/18/2013	11.98	.00	
FINANCE		299	OFFICE DEPOT	668070381001	OFFICE SUPPLIES	07/22/2013	62.82	.00	
FINANCE		299	OFFICE DEPOT	668278715001	OFFICE SUPPLIES	07/23/2013	31.22	.00	
FINANCE		299	OFFICE DEPOT	668279530001	OFFICE SUPPLIES	07/23/2013	15.28	.00	
FINANCE		347	SBM STERLING BUSINESS CENTER	INV178056	MAINTENANCE CONTRACT FOR COPI	08/08/2013	29.86	.00	
FINANCE		671	MANPOWER	25997879	TEMP CASHIER	07/28/2013	543.90	.00	
FINANCE		671	MANPOWER	25926855	TEMP CASHIER	08/04/2013	217.56	.00	
Total FINANCE:							2,318.79	.00	
ADMINISTRATION		466	ILLINOIS MUNICIPAL LEAGUE	0022147-IN	EMPLOYMENT AD	08/07/2013	20.00	.00	
ADMINISTRATION		675	WCMA	101249	ADVERTISING - CITY ADMINISTRATO	08/07/2013	50.00	.00	
Total ADMINISTRATION:							70.00	.00	
INFORMATION TECHNOLOGY		82	COMCAST CABLE	07/13 #2219	PUBLIC WORKS #8771103010032219	07/26/2013	175.28	.00	
INFORMATION TECHNOLOGY		130	DODDS, STEVE	0813	NETWORK MAINTENANCE AGREEMEN	08/19/2013	4,590.08	.00	
INFORMATION TECHNOLOGY		299	OFFICE DEPOT	665408493001	STORAGE BOXES	07/26/2013	73.35	.00	
INFORMATION TECHNOLOGY		299	OFFICE DEPOT	667097390001	CHAIR MAT	07/17/2013	57.28	.00	
INFORMATION TECHNOLOGY		299	OFFICE DEPOT	668070382001	OFFICE SUPPLIES	07/22/2013	40.04	.00	
INFORMATION TECHNOLOGY		299	OFFICE DEPOT	668575994001	IT SUPPLIES	07/25/2013	74.14	.00	
INFORMATION TECHNOLOGY		299	OFFICE DEPOT	668576281001	IT SUPPLIES	07/25/2013	52.75	.00	
INFORMATION TECHNOLOGY		662	PHILHOWER, ALLEN	06/13	IPAD INTERNET	06/29/2013	20.00	.00	
INFORMATION TECHNOLOGY		662	PHILHOWER, ALLEN	08/02/2013	IPAD INTERNET	08/02/2013	20.00	.00	
Total INFORMATION TECHNOLOGY:							5,102.92	.00	
BUILDING ZONING		3	ACE HARDWARE	290434	SPRAY MARKING PAINT	07/08/2013	5.84	.00	
BUILDING ZONING		162	GE CAPITAL	59244615	COPY MACHINE LEASE	08/07/2013	15.94	.00	
BUILDING ZONING		417	VERIZON WIRELESS	9708410501	BUILDING #480293834-00003	07/18/2013	42.83	.00	
Total BUILDING ZONING:							64.61	.00	
STREETS		65	CENTURYLINK	0813 7423	STREET #304007423	08/04/2013	116.94	.00	
STREETS		288	NEENAH FOUNDRY	778724	6 HANDICAP PLATES	07/29/2013	450.00	.00	
STREETS		334	ROCK RIVER READY MIX	73197	CONCRETE	07/31/2013	90.00	.00	
STREETS		436	YOUNGREN'S REFRIGERATION	33245	ICE MACHINE SERVICE	07/01/2013	308.00	.00	
STREETS		678	DIAL-A-TREE	0987	PLANT TREES	07/23/2013	1,060.00	.00	
STREETS		678	DIAL-A-TREE	988	PLANT TREES	07/25/2013	2,900.00	.00	

Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total STREETS:									
PUBLIC PROPERTY		32	AUCA	610-8148192	JANITORIAL SUPPLIES @ PSB	08/06/2013			
PUBLIC PROPERTY		32	AUCA	610-8146194	CITY HALL MATS	08/06/2013	83.45		.00
PUBLIC PROPERTY		65	CENTURYLINK	0813 7798	CEMETERY #304007708	08/04/2013	64.83		.00
PUBLIC PROPERTY		90	CONSTELLATION NEW ENERGY	001065519	105 E RIVER RD #1-8GZSN1	07/03/2013	70.97		.00
PUBLIC PROPERTY		90	CONSTELLATION NEW ENERGY	0010790216	0 GRAHAM, DEMENT AVE #1-8GZSOX	07/15/2013	735.32		.00
PUBLIC PROPERTY		98	CULLIGAN OF DIXON	0010790216	0 GRAHAM, DEMENT AVE #1-8GZSOX	07/15/2013	8,588.22		.00
PUBLIC PROPERTY		299	OFFICE DEPOT	07/13 #5486	SERVICE ON WATER SOFTNER	07/31/2013	171.66		.00
PUBLIC PROPERTY		673	ANS SUPPLY	668070350001	INK	07/22/2013	21.99		.00
PUBLIC PROPERTY		677	STERLING FENCE COMPANY	157	FLOOR STRIPPING/WAXING SUPPLIE	07/30/2013	139.00		.00
PUBLIC PROPERTY				1301	REPAIRS TO FENCE AROUND IMPOU	07/22/2013	706.10		.00
Total PUBLIC PROPERTY:							10,581.54		.00
Total TRAFFIC MAINTENANCE:									
TRAFFIC MAINTENANCE		48	BONNELL INDUSTRIES INC	0146957-IN	GLASS BEADS	07/25/2013	300.00		.00
TRAFFIC MAINTENANCE		65	CENTURYLINK	07/13 6429	TRAFFIC MAINT #304036429	07/19/2013	98.54		.00
TRAFFIC MAINTENANCE		82	COMCAST CABLE	07/13 #6520	TRAFFIC MAINT. #877110301066520	07/27/2013	64.95		.00
TRAFFIC MAINTENANCE		115	DIXON COMMERCIAL ELECTRIC CO.	01803	INSTALLATION OF NEW TRAFFIC LIG	08/20/2013	4,211.62		.00
TRAFFIC MAINTENANCE		122	DIXON PAINT COMPANY	00001806	WHITE CHLORINATED RUBBER, GLA	07/29/2013	1,510.00		.00
TRAFFIC MAINTENANCE		262	MASTERCARD	07/13 3296	FIBERGLASS POSTS	07/24/2013	215.09		.00
TRAFFIC MAINTENANCE		356	SHERWIN WILLIAMS	2532-7	PAINT ROLLER COVERS	07/23/2013	26.47		.00
Total TRAFFIC MAINTENANCE:							6,426.67		.00
Total TRAFFIC MAINTENANCE:									
WATER		3	ACE HARDWARE	289524	HEX BITS, SMART STRAW, TAPE	07/01/2013	38.57		.00
WATER		3	ACE HARDWARE	289538	PAINTBRUSHES	07/01/2013	26.95		.00
WATER		3	ACE HARDWARE	290597	PRESSURE GAUGE	07/09/2013	9.89		.00
WATER		3	ACE HARDWARE	290768	BRUSHING HEX	07/10/2013	1.61		.00
WATER		3	ACE HARDWARE	290791	ARMOR ALL CLEANG WIPES	07/10/2013	3.00		.00
WATER		3	ACE HARDWARE	291432	BATTERIES	07/15/2013	27.58		.00
WATER		3	ACE HARDWARE	291804	GRINDWHEEL	07/17/2013	12.56		.00
WATER		3	ACE HARDWARE	291813	HARDWARE	07/17/2013	42.12		.00
WATER		3	ACE HARDWARE	291931	HARDWARE	07/17/2013	13.32		.00
WATER		3	ACE HARDWARE	292068	SCREW BITS, WRENCH TAP	07/18/2013	23.81		.00
WATER		3	ACE HARDWARE	292267	FURNACE FILTER	07/19/2013	21.57		.00
WATER		3	ACE HARDWARE	292461	PAINT BRUSHES	07/22/2013	35.93		.00
WATER		3	ACE HARDWARE	292483	NIPPLE	07/22/2013	12.58		.00
WATER		3	ACE HARDWARE	292871	KNEE PADS	07/24/2013	16.19		.00
WATER		3	ACE HARDWARE	293016	SUPPLIES	07/25/2013	27.00		.00
WATER		3	ACE HARDWARE	293225	WEAR STRAP, RACHET STRAP, WAS	07/26/2013	59.23		.00

Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
WATER		3	ACE HARDWARE	K89608	80 AMP MED DUTY	07/01/2013	1.79	.00	
WATER		3	ACE HARDWARE	K89674	BRASS HOSE	07/02/2013	12.58	.00	
WATER		3	ACE HARDWARE	K89703	BRASS HOSE	07/02/2013	12.58	.00	
WATER		3	ACE HARDWARE	K89703	FAUCET LAWN	07/02/2013	17.08	.00	
WATER		15	ALL-SAFE OF DIXON	7597	POSTAGE FOR SAMPLES	07/11/2013	47.58	.00	
WATER		15	ALL-SAFE OF DIXON	7779	POSTAGE FOR SAMPLES	07/22/2013	10.14	.00	
WATER		32	AUCA	610-81462	RUBBER MATS	08/06/2013	38.21	.00	
WATER		35	BADGER METER INC	11840901	3" METER	08/05/2013	1,639.90	.00	
WATER		35	BADGER METER INC	12040701	BOLTS, NUTS, GASKETS	08/07/2013	71.80	.00	
WATER		35	BADGER METER INC	12040702	3 MODEL 170 METERS	08/09/2013	368.34	.00	
WATER		37	BANK OF AMERICA	08/13 9281	SOFTWARE, VGA ADAPTER, HDMI CA	08/05/2013	349.03	.00	
WATER		37	BANK OF AMERICA	08/13 9281	MISCELLANEOUS	08/05/2013	35.75	.00	
WATER		39	BELLINI'S CUSTOM WELDING	19789	WELD STAINLESS STEEL	07/25/2013	37.50	.00	
WATER		48	BONNELL INDUSTRIES INC	0147055-IN	TRAFFIC CONES	08/01/2013	548.00	.00	
WATER		48	BONNELL INDUSTRIES INC	0147177-IN	REPAIR TOMMY GATE ON TRUCK	08/09/2013	1,086.16	.00	
WATER		61	CARUS CORPORATION	10027434	HMO	07/30/2013	9,556.50	.00	
WATER		65	CENTURYLINK	08/13 #1885	WATER #304001885	08/04/2013	559.01	.00	
WATER		90	CONSTELLATION NEW ENERGY	0011002705	92 ARTESIAN 1-E1-3817	08/02/2013	4,036.88	.00	
WATER		90	CONSTELLATION NEW ENERGY	0011002707	1100 WARP RD 1-E13756	08/02/2013	1,885.71	.00	
WATER		90	CONSTELLATION NEW ENERGY	0011002963	1952 LOWELL PARK 1-E1-3970	08/02/2013	82.56	.00	
WATER		90	CONSTELLATION NEW ENERGY	0011002975	CHICAGO AVE 1-E1-3282	08/02/2013	156.51	.00	
WATER		90	CONSTELLATION NEW ENERGY	0011008637	2019 LOWELL PARK 1-E1-4038	08/02/2013	77.32	.00	
WATER		90	CONSTELLATION NEW ENERGY	0011008638	1740 N BRINTON 1-E1-4039	08/02/2013	60.86	.00	
WATER		90	CONSTELLATION NEW ENERGY	0011008641	1025 NACHUSA #1-EI-3753	08/02/2013	1,486.25	.00	
WATER		90	CONSTELLATION NEW ENERGY	0011008642	1329 N GALENA #1-EI-3883	08/02/2013	1,575.22	.00	
WATER		90	CONSTELLATION NEW ENERGY	0011008643	1512 S COLLEGE 1-E1-3684	08/02/2013	171.79	.00	
WATER		90	CONSTELLATION NEW ENERGY	0011008644	1125 N JEFFERSON #1-EI-3610	08/02/2013	2,209.10	.00	
WATER		90	CONSTELLATION NEW ENERGY	0011008646	1552 DUTCH RD 1-E1-3959	08/02/2013	551.19	.00	
WATER		90	CONSTELLATION NEW ENERGY	0011008648	WELL 5 1-1D84-895	08/02/2013	1,476.61	.00	
WATER		155	FREEDOM MAILING SERVICES INC.	23004	POSTAGE	08/03/2013	356.79	.00	
WATER		155	FREEDOM MAILING SERVICES INC.	23004	PRINTING - QTRLY BILLS	08/03/2013	108.48	.00	
WATER		155	FREEDOM MAILING SERVICES INC.	23007	POSTAGE	08/03/2013	76.82	.00	
WATER		155	FREEDOM MAILING SERVICES INC.	23007	PRINTING	08/03/2013	15.87	.00	
WATER		162	GE CAPITAL	59244815	COPY MACHINE LEASE	08/07/2013	55.79	.00	
WATER		168	GRAINGER	9212568779	COIL CLEANER	08/07/2013	63.41	.00	
WATER		219	IPWSOA	082013	82ND ANNUAL CONFERENCE	08/08/2013	165.00	.00	
WATER		223	JERRELLS, LEONARD L	2656	RE-KEY ALL LOCKS IN WATER SYSTE	08/01/2013	1,207.50	.00	
WATER		323	QUALITY READY MIX CONCRETE INC	16678	CONCRETE	07/02/2013	368.00	.00	
WATER		323	QUALITY READY MIX CONCRETE INC	16687	CONCRETE	07/03/2013	298.00	.00	
WATER		323	QUALITY READY MIX CONCRETE INC	16773	CONCRETE	07/11/2013	782.00	.00	
WATER		323	QUALITY READY MIX CONCRETE INC	16951	CONCRETE	07/24/2013	650.00	.00	

CITY OF DIXON

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
WATER	323	QUALITY READY MIX CONCRETE INC	16999	CONCRETE	07/30/2013	368.00	.00	
WATER	347	SBM STERLING BUSINESS CENTER	INV178056	MAINTENANCE CONTRACT FOR COPI	08/06/2013	29.67	.00	
WATER	398	TOTAL WATER TREATMENT SYSTEM	0554469	DI TANK RENTAL	07/29/2013	78.92	.00	
WATER	412	USA BLUEBOOK	111959	PORTABLE PH TESTER/PORTABLE T	07/31/2013	122.89	.00	
WATER	412	USA BLUEBOOK	111959	POSTAGE	07/31/2013	16.11	.00	
WATER	412	USA BLUEBOOK	117100	BROMOTHYMOI BLUE SOLUTION	08/06/2013	21.13	.00	
WATER	412	USA BLUEBOOK	117100	SHIPPING	08/06/2013	12.22	.00	
WATER	424	WATER PRODUCTS CO.	0241829	NEW LOCATORS	07/26/2013	2,046.00	.00	
WATER	430	WILKENS-ANDERSON CO.	S11137704.002	CONDUCTIVITY STANDARD CONTRO	07/12/2013	107.42	.00	
WATER	430	WILKENS-ANDERSON CO.	S11137704.002	SHIPPING	07/12/2013	10.39	.00	
WATER	680	INJECTION & WATERPROOFING SYS	072913-C	REPAIR LEAKS IN RESERVOIR	07/29/2013	18,900.00	.00	
Total WATER:						54,369.91	.00	
SEWAGE TREATMENT	29	ASHLAND	130421385	POLMER FOR SLUDGE PRESSING	08/07/2013	3,125.00	.00	
SEWAGE TREATMENT	57	C & N SUPPLY	49117	SHIPPING COST	07/24/2013	14.56	.00	
SEWAGE TREATMENT	57	C & N SUPPLY	49165	SHIPPING COST	07/31/2013	14.75	.00	
SEWAGE TREATMENT	65	CENTURYLINK	N080102623	4 REPLACEMENT PHONES	08/01/2013	506.00	.00	
SEWAGE TREATMENT	90	CONSTELLATION NEW ENERGY	0011002986	2600 W THIRD 1-EF-3823	08/02/2013	39,641.76	.00	
SEWAGE TREATMENT	115	DIXON COMMERCIAL ELECTRIC CO.	01814	PULL PUMPS @ INDEPENDENCE CT	07/19/2013	322.00	.00	
SEWAGE TREATMENT	127	DIXON TIRE CENTER	68128	TIRE REPAIR 2005 GMC CANYON	07/29/2013	15.00	.00	
SEWAGE TREATMENT	155	FREEDOM MAILING SERVICES INC.	23004	POSTAGE	08/03/2013	356.78	.00	
SEWAGE TREATMENT	155	FREEDOM MAILING SERVICES INC.	23004	PRINTING - QTRLY BILLS	08/03/2013	108.48	.00	
SEWAGE TREATMENT	155	FREEDOM MAILING SERVICES INC.	23007	POSTAGE	08/03/2013	76.82	.00	
SEWAGE TREATMENT	155	FREEDOM MAILING SERVICES INC.	23007	PRINTING	08/03/2013	15.86	.00	
SEWAGE TREATMENT	162	GE CAPITAL	59244615	COPY MACHINE LEASE	08/07/2013	55.79	.00	
SEWAGE TREATMENT	191	HUFFMAN CAR WASH	124936	VEHICLE WASH	08/04/2013	6.50	.00	
SEWAGE TREATMENT	191	HUFFMAN CAR WASH	125269	VEHICLE WASH	07/11/2013	6.50	.00	
SEWAGE TREATMENT	232	KEN NELSON AUTO PLAZA	128265	FLOOR MATS FOR 2014 GMC PICKUP	08/01/2013	85.00	.00	
SEWAGE TREATMENT	232	KEN NELSON AUTO PLAZA	244657	OIL CHANGE2008 GMC	07/31/2013	39.95	.00	
SEWAGE TREATMENT	279	MORLEY SIGNS	0729/2013	WASTE WATER TRUCKS LETTERING	07/29/2013	270.00	.00	
SEWAGE TREATMENT	310	PDC LABORATORIES	746184	LAB TEST REQUIRED BY NPDES	07/31/2013	292.56	.00	
SEWAGE TREATMENT	311	PEST CONTROL CONSULTANTS	32971	GENERAL PEST CONTROL SERVICE	07/26/2013	125.00	.00	
SEWAGE TREATMENT	334	ROCK RIVER READY MIX	105398	WASH ROCK	07/16/2013	95.12	.00	
SEWAGE TREATMENT	347	SBM STERLING BUSINESS CENTER	INV178056	MAINTENANCE CONTRACT FOR COPI	08/06/2013	29.67	.00	
SEWAGE TREATMENT	350	SCHMITT PLUMBING & HEATING	42658	BACK FILL MANHOLE S. COLLEGE AV	07/08/2013	194.00	.00	
SEWAGE TREATMENT	374	STERLING NAPA AUTO PARTS	663815	BED MAT	08/06/2013	99.21	.00	
SEWAGE TREATMENT	400	TRACTOR SUPPLY	12603	PORTABLE GENERATOR	08/09/2013	243.48	.00	
SEWAGE TREATMENT	412	USA BLUEBOOK	113726	MANHOLE COVER LIFTER, HOSE & C	08/01/2013	208.04	.00	
SEWAGE TREATMENT	458	LOESCHER HEATING AND COOLING	108755	LABOR ON AC UNIT ADMIN BLDG	07/30/2013	92.50	.00	
SEWAGE TREATMENT	663	SIUE	8/13	EMPLOYEE - WASTEWATER SHORT S	08/01/2013	525.00	.00	

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Total SEWAGE TREATMENT:									
FIRE		3	ACE HARDWARE	289519	WEED KILLER	07/01/2013	46,565.33	.00	
FIRE		3	ACE HARDWARE	290513	CHAIN SAW REPAIRS	07/08/2013	7.19	.00	
FIRE		3	ACE HARDWARE	290873	WEDGE BIT	07/09/2013	30.00	.00	
FIRE		3	ACE HARDWARE	291013	WEED KILLER, MIRACLE GRO	07/11/2013	17.72	.00	
FIRE		3	ACE HARDWARE	292246	GRILL BRUSH	07/19/2013	41.48	.00	
FIRE		3	ACE HARDWARE	293386	TAPE	07/19/2013	4.94	.00	
FIRE		3	ACE HARDWARE	293805	GAS OIL MIX FOR VENT SAWS	07/27/2013	1.79	.00	
FIRE		15	ALL-SAFE OF DIXON	7571	SHIPPING CHARGE	07/31/2013	15.98	.00	
FIRE		39	BELLINI'S CUSTOM WELDING	19691	HOSE TRAY BRACKETS	07/10/2013	17.87	.00	
FIRE		82	COMCAST CABLE	0713	#8771103010080020 INTERNET FOR F	07/03/2013	410.88	.00	
FIRE		139	EMERGENCY MEDICAL PRODUCTS I	1576108	AMBULANCE SUPPLIES	07/26/2013	119.85	.00	
FIRE		173	HARDEN'S AUTO & TRUCK REPAIR	21551	ENGINE 6 PM SERVICE	09/02/2013	494.05	.00	
FIRE		173	HARDEN'S AUTO & TRUCK REPAIR	21553	T10 PM SERVICE	07/17/2013	262.95	.00	
FIRE		191	HUFFMAN CAR WASH	124966	VEHICLE WASH	07/23/2013	415.74	.00	
FIRE		191	HUFFMAN CAR WASH	125243	VEHICLE WASH	06/08/2013	6.00	.00	
FIRE		191	HUFFMAN CAR WASH	125341	VEHICLE WASH	07/07/2013	10.00	.00	
FIRE		191	HUFFMAN CAR WASH	125412	VEHICLE WASH	07/18/2013	6.00	.00	
FIRE		232	KEN NELSON AUTO PLAZA	86918	OIL CHANGE 1H17	07/24/2013	6.00	.00	
FIRE		252	LINCOLNWAY AUTO ELECTRIC	45350	ALTERNATOR/CONNECTORS/PLUGS	08/08/2013	104.86	.00	
FIRE		252	LINCOLNWAY AUTO ELECTRIC	45430	ALTERNATOR/BATTERY	07/08/2013	439.70	.00	
FIRE		253	LINEN EXPRESS	467035	LAUNDRY	07/31/2013	415.95	.00	
FIRE		265	MEDICAL PRODUCTS GROUP INC	242674	OXYGEN D	07/31/2013	75.65	.00	
FIRE		265	MEDICAL PRODUCTS GROUP INC	242674	OXYGEN M	08/02/2013	8.75	.00	
FIRE		265	MEDICAL PRODUCTS GROUP INC	242822	OXYGEN	08/02/2013	16.00	.00	
FIRE		265	MEDICAL PRODUCTS GROUP INC	243139	OXYGEN	08/02/2013	33.50	.00	
FIRE		265	MEDICAL PRODUCTS GROUP INC	243468	OXYGEN	08/02/2013	17.50	.00	
FIRE		265	MEDICAL PRODUCTS GROUP INC	243631	OXYGEN	08/02/2013	33.50	.00	
FIRE		337	ROMINE, SCOTT	08/2013	TUITION REIMBURSEMENT	08/02/2013	26.25	.00	
FIRE		358	SHOPKO STORES INC	4697	PURIFIED WATER	08/06/2013	508.83	.00	
FIRE		358	SHOPKO STORES INC	7960	TEST STRIPS	07/05/2013	14.95	.00	
FIRE		358	SHOPKO STORES INC	8238	GLUCOSE TESTING SUPPLIES	07/03/2013	66.99	.00	
FIRE		410	UNIFORM DEN INC	79014	SPRING UNIFORMS	07/30/2013	133.98	.00	
FIRE		417	VERIZON WIRELESS	9709370353	EV #860295372	05/16/2013	87.98	.00	
Total FIRE:							235.71	.00	
							4,086.54	.00	
POLICE		82	COMCAST CABLE	0713 0236	POLICE #8771103010080236	07/26/2013	114.85	.00	
POLICE		85	COMMUNICATIONS REVOLVING FUN	T1346311	#T8889031 COMMUNICATION CHARG	07/22/2013	418.68	.00	

Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
POLICE		86	COMPLETE AUTOWERKS REPAIR SE	700	NEW IGNITION SWITCH	07/25/2013	201.77	.00	
POLICE		86	COMPLETE AUTOWERKS REPAIR SE	703	LOF & WIPER FLUID - SQUAD #83	07/26/2013	78.24	.00	
POLICE		121	DIXON OTTAWA COMMUNICATION IN	224722	VOLUME KNOB	07/31/2013	14.00	.00	
POLICE		121	DIXON OTTAWA COMMUNICATION IN	440117	RADIO MAINTENANCE	08/01/2013	352.50	.00	
POLICE		134	DOWNTOWN SPORTS	3553	10 PD LOGO POLO SHIRTS	07/19/2013	261.22	.00	
POLICE		145	EXPERIAN	CD1404031451	CREDIT CHECK	07/26/2013	27.00	.00	
POLICE		162	GE CAPITAL	59194083	LEASE PAYMENT FOR 7346 PRINTER	07/28/2013	101.00	.00	
POLICE		191	HUFFMAN CAR WASH	00000823	27 CAR WASHES	07/31/2013	108.00	.00	
POLICE		245	LEAF	4540842	LEASE DOCUMENTATION FEE A7740	07/26/2013	44.00	.00	
POLICE		249	LEE COUNTY TREASURER	092013	RADIO COMMS. SERVICE - SEPT.	08/19/2013	10,040.47	.00	
POLICE		262	MASTERCARD	0713 2165	MEALS FOR OFFICERS - OUT OF TO	07/24/2013	29.55	.00	
POLICE		262	MASTERCARD	0713 2165	LODGING WHILE AT ILACP CONFERE	07/24/2013	454.30	.00	
POLICE		262	MASTERCARD	0713 2165	GASOLINE	07/24/2013	11.11	.00	
POLICE		262	MASTERCARD	0713 2165	BUSINESS CARDS FOR OFFICER	07/24/2013	38.54	.00	
POLICE		262	MASTERCARD	0713 2793	MEALS FOR OFFICERS - OUT OF TO	07/24/2013	43.41	.00	
POLICE		262	MASTERCARD	0713 2793	HUMAN RESOURCES LAW SEMINAR	07/24/2013	349.00	.00	
POLICE		262	MASTERCARD	0713 2793	MONTHLY GOOGLE FEE	07/24/2013	145.83	.00	
POLICE		262	MASTERCARD	0713 3296	GASOLINE	07/24/2013	31.25	.00	
POLICE		262	MASTERCARD	0713 3296	MEALS FOR OFFICERS - OUT OF TO	07/24/2013	153.20	.00	
POLICE		262	MASTERCARD	0713 3296	WATER, ICE, COFFEE CREAMER, SU	07/24/2013	181.00	.00	
POLICE		262	MASTERCARD	0713 3486	MEALS FOR OFFICERS - OUT OF TO	07/24/2013	68.81	.00	
POLICE		262	MASTERCARD	0713 3486	POSTAGE	07/24/2013	50.31	.00	
POLICE		262	MASTERCARD	0713 3486	WIRELESS PROJECTOR	07/24/2013	798.99	.00	
POLICE		262	MASTERCARD	0713 3486	GASOLINE	07/24/2013	28.96	.00	
POLICE		262	MASTERCARD	0713 3486	ID CARD BLANKS	07/24/2013	61.50	.00	
POLICE		262	MASTERCARD	0713 3486	VIOLATION FORM BOOKS	07/24/2013	1,059.90	.00	
POLICE		278	MOORE TIRES INC.	N68839	SQUAD TIRES	06/07/2013	821.00	.00	
POLICE		279	MORLEY SIGNS	07192013	STRIPING OF WHITE 2008 TAHOE	07/19/2013	435.00	.00	
POLICE		307	P.F. PETTIBONE & CO.	28187	WARNING TICKET BOOKS	07/11/2013	439.40	.00	
POLICE		318	PRECISION AUTOMOTIVE	75812	NEW FLUID FILTER	07/23/2013	59.80	.00	
POLICE		324	QUILL CORPORATION	4245544	OFFICE SUPPLIES	07/23/2013	210.93	.00	
POLICE		324	QUILL CORPORATION	4454230	LEGAL DIVIDERS	07/31/2013	34.95	.00	
POLICE		324	QUILL CORPORATION	4454230	K-CUPS	07/31/2013	85.92	.00	
POLICE		324	QUILL CORPORATION	4457366	PENS	07/31/2013	22.98	.00	
POLICE		341	RUSS' AUTOMOTIVE SERVICE & TOW	0711/2013	TIRE REPAIR	07/11/2013	15.00	.00	
POLICE		347	SBM STERLING BUSINESS CENTER	INV176972	MAINTENANCE CONTRACT FOR COP1	07/29/2013	46.00	.00	
POLICE		347	SBM STERLING BUSINESS CENTER	INV176973	MAINTENANCE CONTRACT FOR COP1	07/29/2013	65.01	.00	
POLICE		533	WOLFLEY, MICHAEL	2937033003	REIMBURSE FOR DATA PLAN	08/01/2013	30.00	.00	
POLICE		551	O'REILLY AUTOMOTIVE INC	1379-481044	HALOGEN BULB	07/01/2013	10.19	.00	
POLICE		672	PUBLIC AGENCY TRAINING COUNCIL	168403	SMARTPHONE FORENSICS SEMINAR	08/01/2013	885.00	.00	
POLICE		683	SAFE KIDS WORLDWIDE	ORG601480-070913-08-	CPS CERTIFICATION	08/02/2013	225.00	.00	

CITY OF DIXON

Payment Approval Report

Report dates: 8/13/2013-8/19/2013

Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
POLICE		684	ILLINOIS HOMICIDE INVESTIGATORS	080713	CONFERENCE FEES	08/07/2013	700.00	.00	
POLICE		685	BLAC-RAC MANUFACTURING INC.	4	VERTICAL ELECTRONIC GUN MOUNT	06/05/2013	503.73	.00	
POLICE		686	FLEET SAFETY SUPPLY	36081	VERTICAL ELECTRONIC GUN MOUNT	07/17/2013	559.03	.00	
Total POLICE:							20,416.33	.00	
LIBRARY		63	CDW GOVERNMENT	DQ08379	STEREO EARBUDS	07/22/2013	87.07	.00	
LIBRARY		107	DEMCO INC	5026127	FILAMENT TAPE/DVD CASES	07/19/2013	127.67	.00	
LIBRARY		159	GALE/CENGAGE LEARNING	98653752	1 LRG PRINT BKS	07/24/2013	20.25	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72773229	ADULT MTLs	07/19/2013	154.96	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72773229	CHILDRENS BOOKS	07/19/2013	6.21	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72794456	ADULT MTLs	07/22/2013	64.87	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72794456	CHILDRENS BOOKS	07/22/2013	179.99	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72850136	ADULT MTLs	07/25/2013	306.26	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72850136	CHILDRENS BOOKS	07/25/2013	71.87	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72888029	ADULT MTLs	07/28/2013	43.68	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72888029	CHILDRENS BOOKS	07/28/2013	104.18	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72895192	ADULT MTLs	07/29/2013	210.31	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72895192	YOUNG ADULT	07/29/2013	401.78	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72895192	CHILDRENS BOOKS	07/29/2013	11.29	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72911629	YOUNG ADULT	07/30/2013	8.45	.00	
LIBRARY		216	INGRAM LIBRARY SERVICES	72911629	CHILDRENS BOOKS	07/30/2013	82.92	.00	
LIBRARY		262	MASTERCARD	07/13 #5681	SRP SUPPLIES	07/24/2013	297.67	.00	
LIBRARY		262	MASTERCARD	07/13 #5681	OFFICE SUPPLIES	07/24/2013	163.23	.00	
LIBRARY		299	OFFICE DEPOT	665004086001	OFFICE SUPPLIES	07/12/2013	50.29	.00	
LIBRARY		299	OFFICE DEPOT	667503373001	PAPER, CLIPS, TAPE, PENS	07/19/2013	58.57	.00	
LIBRARY		299	OFFICE DEPOT	667503487001	SCISSORS	07/19/2013	9.98	.00	
LIBRARY		372	STATELINE TECHNOLOGIES	DPL-08-13	TECHNOLOGY SERVICES - JULY	08/01/2013	497.25	.00	
LIBRARY		434	XEROX CORPORATION	069314590	PUBLIC COIN COPIER	08/01/2013	180.99	.00	
LIBRARY		434	XEROX CORPORATION	069314591	OFFICE COPIER	08/01/2013	288.81	.00	
LIBRARY		670	PETTY CASH - JENNIFER KOCH	07/17/13	POSTAGE	07/17/2013	2.12	.00	
LIBRARY		670	PETTY CASH - JENNIFER KOCH	07/17/13	PROGRAMS	07/17/2013	27.64	.00	
LIBRARY		670	PETTY CASH - JENNIFER KOCH	07/17/13	PAPER CUPS/PLATES	07/17/2013	9.71	.00	
LIBRARY		674	PRAIRIECAT	2466	INTER LIBRARY LOAN BARCODES	07/22/2013	100.00	.00	
Total LIBRARY:							3,241.56	.00	
AIRPORT		32	AUCA	610-8140747	MOP SOLUTION/MOP HANDLE	08/01/2013	27.50	.00	
AIRPORT		299	OFFICE DEPOT	668070350001	INK	07/22/2013	21.99	.00	
AIRPORT		326	RAYNOR DOOR AUTHORITY	100309	DOOR, LABOR	07/31/2013	1,374.00	.00	
AIRPORT		339	RP LUMBER COMPANY INC	1307-032339	LUMBER, BITS	07/31/2013	23.52	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
AIRPORT	339	RP LUMBER COMPANY INC	1308-060004	UNDER EAVE VENTS/CAULK	08/07/2013	9.97	.00	
Total AIRPORT:								
						1,456.98	.00	
MUNICIPAL BAND	51	BRESSLER, MARK	082013	SEPT DIRECTOR PAY	08/19/2013	609.00	.00	
MUNICIPAL BAND	483	AIKEN, CAROLYN	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	485	BURNETT, DONALD	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	486	BURNETT, NANCY A.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	487	DEMPSEY, JESSICA	0811	BAND SETUP - ALL SEASON	08/11/2013	260.00	.00	
MUNICIPAL BAND	489	DETER, DENISE	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	490	ELLER, JAMIE	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	491	ETCHISON, CRAIG	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	492	HAMMITT, CHRISTOPHER W.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	493	HAMMITT, JOSEPH W.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	494	HAMMITT, KATHERINE	0811	2 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND	495	HEMMEN, AMELIA M.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	496	HUFFSTUTLER, JAMES R.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	497	HUFFSTUTLER, MARJORIE	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	500	JOHNSON, RUTH ELLEN	0811	1 SESSION/SETUP FOR SEASON	08/11/2013	415.00	.00	
MUNICIPAL BAND	504	KUSTER, JENNA	0811	2 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND	507	MAYS, MITCHELL R.	0811	4 SESSIONS/SETUP	08/11/2013	160.00	.00	
MUNICIPAL BAND	508	NELSON, LUKE G.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	509	NUNEMAKER-BRESSLER, EMILY B.	0811	SETUP	08/11/2013	20.00	.00	
MUNICIPAL BAND	510	PALIDINO, KRISTINE K.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	511	ROBERTS, RILLEY	0811	2 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND	512	ROGERS, BENJAMIN	0811	4 SESSIONS/SETUP	08/11/2013	410.00	.00	
MUNICIPAL BAND	513	SINTCH, EMMA E.	0811	2 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND	514	SPAULDING, LORRAINE E.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	518	VAN DREW, JEREMY	0811	4 SESSIONS/SETUP	08/11/2013	395.00	.00	
MUNICIPAL BAND	519	WALLS, DALTON	0811	2 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND	520	WHITCOMBE, THOMAS A.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	521	WHITCOMBE, THOMAS	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	522	WHITE, DAWN M.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	523	YUSWAK, REBECCA J.	0811	8 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	555	CARLSON, RANDAL L.	0811	2 SESSIONS	08/11/2013	120.00	.00	
MUNICIPAL BAND	557	CARTWRIGHT, THOMAS B.	0811	4 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND	558	CURTIS, ANNA M.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	559	DICKMAN, JACOB R.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND	580	EATON, MATTHEW W.	0811	1 SESSION	08/11/2013	15.00	.00	
MUNICIPAL BAND	561	HARRISON, JACOB C.	0811	2 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND	562	HEMMER, MELODY J.	0811	4 SESSIONS	08/11/2013	60.00	.00	

Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
MUNICIPAL BAND		563	JAMES, CATHY L.	03/13/2013	REIMBURSE POSTAGE STAMPS	03/13/2013	46.00	.00	
MUNICIPAL BAND		563	JAMES, CATHY L.	08/07/2013	REIMBURSE POSTAGE STAMPS	08/07/2013	46.00	.00	
MUNICIPAL BAND		563	JAMES, CATHY L.	0811	4 SESSIONS/MANAGER	08/11/2013	560.00	.00	
MUNICIPAL BAND		564	JAMES, JON P.	08/11/2013	FUEL FOR END OF YEAR MOVE	08/11/2013	10.38	.00	
MUNICIPAL BAND		564	JAMES, JON P.	0811	3 SESSIONS	08/11/2013	45.00	.00	
MUNICIPAL BAND		565	JOHNSON, VALERIE	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND		566	LITTLE, ZION	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND		567	PIFFNER EATON, LISA L	0811	1 SESSION	08/11/2013	15.00	.00	
MUNICIPAL BAND		568	ROBERTS, JENSIN E.	0811	2 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND		569	ROOD, NATALYN	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND		570	WOODS, KATHLEEN M.	0811	3 SESSIONS	08/11/2013	45.00	.00	
MUNICIPAL BAND		572	DEMPSEY, MARK T	0811	BAND SET-UP/4 SESSIONS	08/11/2013	400.00	.00	
MUNICIPAL BAND		589	CLARK, ANDREW	0811	2 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND		590	MENEZ, DANIEL E.	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND		591	MENEZ, SAMUEL	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND		592	WISE, EMMA L.K.	0811	1 SESSION	08/11/2013	15.00	.00	
MUNICIPAL BAND		611	HAAN JR, BRIAN C.	0811	2 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND		614	MURPHY, ERIC	0811	3 SESSIONS	08/11/2013	45.00	.00	
MUNICIPAL BAND		635	CARLSON, ALYSS JO	0811	3 SESSIONS	08/11/2013	45.00	.00	
MUNICIPAL BAND		636	HESS, TIMOTHY M	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND		637	HESS, ANNA CHRISTINE	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND		638	ROD, AUDREY	0811	4 SESSIONS	08/11/2013	60.00	.00	
MUNICIPAL BAND		660	BERG, NICOLE	0811	3 SESSIONS	08/11/2013	45.00	.00	
MUNICIPAL BAND		665	DEETS, KEVIN L.	0811	2 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND		666	DOUGLAS, INDY	0811	2 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND		667	KATNER, PAUL RALPH	0811	SETUP	08/11/2013	60.00	.00	
MUNICIPAL BAND		668	GUINARD, LINDSAY	0811	2 SESSIONS	08/11/2013	30.00	.00	
MUNICIPAL BAND		669	SOENKSEN, JUSTIN C	0811	1 SESSION	08/11/2013	15.00	.00	
Total MUNICIPAL BAND:							5,926.38	.00	
TOURISM		65	CENTURYLINK	0813 6323	WELCOME CENTER #304076323	08/04/2013	200.30	.00	
TOURISM		149	FISCHER, RYAN	07/05/2013	MONTHLY WINDOW CLEANING - MAY.	07/05/2013	36.00	.00	
TOURISM		308	PATTIE HUMMEL PHOTOGRAPHY	092013	RENT/UTILITIES - SEPTEMBER	08/19/2013	1,150.00	.00	
TOURISM		340	RUGH, JEFF	309225	MOWING	06/30/2013	100.00	.00	
TOURISM		345	SAUK VALLEY MEDIA	07/13 #38089	ADVERTISING	07/31/2013	215.67	.00	
TOURISM		465	FISCHER INC	0669036-001	OFFICE SUPPLIES	07/24/2013	111.88	.00	
TOURISM		661	CHICAGO & BEYOND	07/13	REIMBURSEMENT FOR SEMINAR FEE	07/10/2013	70.00	.00	
TOURISM		676	DIXON WELCOME CENTER - KAREN S	0709	CARP DERBY PRIZE MONEY	07/09/2013	2,000.00	.00	

Meeting Minutes of the Dixon Public Library Board of Trustees**Monday July 8, 2013**

In Attendance: Director Lynn Roe, Glen Hughes, Carol Linkowski, Kim Pettygrove, David Badger, Terry Dunphy, Robert Thomas, Tracey Lawton and Roberta Vanderlin

Absent: None

Meeting Location: Dixon Public Library, Lower Level Meeting Room

President Glen Hughes called the meeting to order at 5:35 pm. There were no citizens present. Kim Pettygrove informed us that he will not be able to attend the next scheduled meeting on August 12, 2013, as he will be on vacation. The Board Members made 2 small revisions to the meeting minutes from the June 10, 2013 Board Meeting. Kim Pettygrove made a motion to approve the minutes of the June 10, 2013 as amended, Roberta Vanderlin seconded the motion, and the motion passed.

President's Report: There was no President's Report.

Director's Report: Director Lynn Roe gave the Board some additional information about the DVR that she mentioned in her Director's Report which was not working. She informed the Board that the SimplexGrinnell technician took the DVR home and worked on it (at no charge) and was able to repair it, therefore we will not have to replace the DVR at this time after all.

Treasurer's Report: The Treasurer's Report was reviewed. The beginning balance in the Checking Account as of June 10, 2013 was \$29,140.19 and the ending balance as of July 8, 2013 is \$29,907.60. The Trust Funds Report is incomplete due to some CD information which is in the process of being updated. Roberta Vanderlin made a motion to approve the July 2013 Treasurer's Report and Trust Funds and Memorials and Donations Reports contingent on not having up-to-date CD information, Carol Linkowski seconded the motion, and the motion was approved. After the Board reviewed the Invoices & Expenditures Report, Kim Pettygrove made a motion to approve the June 2013 Invoices & Expenditures Report as presented, Tracey Lawton seconded the motion, and the motion passed.

Committee Reports:

- **Finance and Budget:** Kim Pettygrove informed us that a CD was renewed in June and another will be renewed in July. He is in the process of updating CD information for the Board.
- **Building and Grounds:** No report.
- **Personnel and Salaries:** No report.
- **By-laws, Policies, and Procedures:** No report.
- **Technology & Technology Resources:** Lynn Roe will discuss the renewal of Useful computer licenses under New Business.
- **Financial Planning Ad Hoc Committee:** No report.

President Glen Hughes said that he will contact members of the Personnel and Salaries Committee about scheduling a meeting to discuss Beth McCormick's comments to the Dixon Public Library Board.

New Business:

- The Board reviewed the Illinois Public Library Annual Report (IPLAR) compiled by Director Lynn Roe, and it was signed by President Hughes, Secretary Vanderlin and Director Roe.
- Lynn informed the Board that the City is taking bids for resurfacing the Municipal parking lot located on the corner of Hennepin Avenue and 2nd Street (immediately adjacent to the Dixon Public Library). The guardrail between the drop box driveway and the parking lot is going to be removed, and something similar to other City ironwork fences will be installed. With the resurfacing, parking spots will be re-striped. It has been found that the slope of the parking lot is too steep to meet current Illinois ADA requirements for Accessible Parking (handicapped parking). The cost to make the slope of the parking lot meet Accessible Parking requirements would be very expensive, as it would require much more paving material than a simple resurfacing, so the City and the City's engineering firm have decided that the most economical option is to make a level spot in the middle of the parking lot, and the Accessible Parking spots will be located there. Several Board members objected to the placement of the Accessible Parking spots in the middle of the lot, as that will require handicapped patrons to walk much farther to enter the library. It was proposed that Board members contact Dixon City Commissioner Colleen Brechon (the commissioner in charge of the Municipal parking lots) to discuss why we feel that the Accessible Parking spots need to be closer to the library, if at all possible.
- Lynn told the Board that she was recently informed that the City had deducted \$6,790.77 in April from the Library Funds. This was the amount the City determined that the library owed for its portion of the City's building liability insurance. Lynn said that the library had never been billed for building liability insurance in the past, thus she had not budgeted for it. Carol Linkowski said that the City cannot remove money from the Library Funds without the Library Board's consent and that this money should be put back immediately. After discussion, it was agreed that Glen Hughes will contact Paula Meyer, the City's Finance Director, to explain that the City has no authority to take money from the Library Funds without the Library Board's approval. He will ask that the money be returned to the Library Funds and that we receive an invoice from the City for the insurance bill with a detailed explanation of how they calculated the amount they believe we owe.
- Lynn said that it is now time for the library to renew our Useful computer licenses. These licenses cover licensing and maintenance for all of our computer stations. The cost is \$7,649.00 for a 2 year renewal. Due to the bill being over \$5,000, she decided to ask the Board for approval to renew the licenses. David Badger made a motion to authorize Director Roe to renew our Useful computer licenses for 2 years at the cost of \$7,659.00, Kim Pettygrove seconded the motion, and the motion was approved.
- Lynn informed the Board that with Terry Dunphy being named the new Treasurer of the Dixon Public Library Board, a new Surety Bond is necessary. For many years the bond amount has been \$165,000.00. The Board discussed whether the bond needs to be that high. The bill from Walder-Rhodes Agency for the Surety Bond is \$1,139.00. Lynn Roe and David Badger will contact the Walder-Rhodes Agency and discuss the bond amount with them and also discuss with them the cost savings if the bond were to be lowered (possibly down to \$50,000). They will pass the information they acquire to the Finance and Budget Committee.

Unfinished Business:

- A discussion regarding library hours of operation was tabled until the next meeting.

Roberta Vanderlin made a motion to adjourn the meeting, Kim Pettygrove seconded the motion, and the motion was approved. The meeting was adjourned at 7:00 pm.

Our next meeting is on Monday August 12, 2013 at 5:30 pm.

Respectfully submitted,

Roberta Vanderlin, Secretary

DIXON PUBLIC LIBRARY - BOARD of TRUSTEES
Treasurer's Report for August 2013 Meeting

Beginning Balance in Checking (01)

July 08, 2013

29,907.60

July 08, 2013

Expenditures:

The following has been paid to Dixon Public Library and is to be deducted from the memorial fund accounts as detailed below:

Deduct from memorial fund	Check payable to	Amount
* Dixon Public Library already pd Ingram invoices from regular budget *		
Marilyn Dillow Memorial	1 book	13.69
KSB Fund	2 books	34.98
Warner Fund	28 books	403.35
Check payable to	Dixon Public Library	452.02
(reimburse regular budget line Adult Materials acct # 15-410-5431 Adult Library Mtls)		

Deduct from memorial fund	Check payable to	Amount
* Dixon Public Library already pd invoices from regular budget *		
Summer Reading Program	31 books	618.67
from <u>Mastercard</u> * requis. for 6-30-13		
SRP supplies from Oriental Trading Co. (ordered 4-1-13 but delayed billing 6-13-13)		
Check payable to	Dixon Public Library	618.67
(reimburse regular budget line acct # 15-410-5890 * Misc Expense)		

Murphy Foundation (Media)	18 dvds	401.82
Sally Spence Memorial	13 dvds	326.87
	Midwest Tape	728.69

Roe Fund	Distinctive Gardens	66.25
Invoice # 13475 dtd 6-3-13 * trim shrubs/tree/pull weeds/spray herbicide		

Summer Reading Program	Rick Brammer	200.00
program 6-28-13 / magic kits *140.00 / mileage * 60.00		

Summer Reading Program	Guildcraft	83.35
set of paper mache boxes 6 pckges		

<u>July 10, 2013</u>	<u>Expenditures:</u>	
	Western Surety Company	275.00
library board treasurer's surety bond		

Total Expenditures	2,423.98	2,423.98
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Treasurer's Report for August 2013 meeting continued.....

August 8, 2013

Deposits:

To Fund:

From:

Kullerstrand (online book sales)

Kullerstrand, Diane

756.60

Sally Spence Memorial

Donald or Dianne Pauser

25.00

Summer Reading Program

Dixon Riverfront Commission

75.00

Total Deposits

856.60

856.60

June 30, 2013 interest pd to checking account

0.24

0.24

Ending Balance in Checking (01)

August 9, 2013

28,340.46

#8-B

Subject: Fwd: Dixon Tourism Board Minutes (Amended)

Date: Wednesday, August 14, 2013 10:24:01 PM CT

From: Jeff Kuhn

To: Kathe Swanson, Dixon Welcome Center, martru1@aol.com, james.burke@discoverdixon.org
Burke, Vicky Turner, Colleen Brechon, Jeff Kuhn, alcece@comcast.net, donann@grics.net,
setchell@gallatinriver.net, Diane Bausman, Laura Santos, crawfordinn@grics.net

Begin forwarded message:

From: Jeff Kuhn <kuhn@grics.net>

Subject: Dixon Tourism Board Minutes

Date: August 12, 2013 10:27:55 PM CDT

To: Kathe Swanson <kathe.swanson@discoverdixon.org>, Dixon Welcome Center
<info@discoverdixon.com>, "martru1@aol.com" <martru1@aol.com>,
"james.burke@discoverdixon.org Burke" <james.burke@discoverdixon.org>, Vicky Turner
<gemhome1@yahoo.com>, Colleen Brechon <colleen@awayugo.com>, Jeff Kuhn
<kuhn@grics.net>, "alcece@comcast.net" <alcece@comcast.net>, "donann@grics.net"
<donann@grics.net>, "setchell@gallatinriver.net" <setchell@gallatinriver.net>, Diane
Bausman <dbausman@bwcvb.com>, Laura Santos <lisantos718@yahoo.com>,
"crawfordinn@grics.net" <crawfordinn@grics.net>

DIXON TOURISM BOARD MINUTES

August 12, 2013

Comfort Inn, Dixon

Present: Vicky Turner-Pence, Colleen Brechon, Laura Santos, Lyn Milano, Becky Reilly, Jeanne Kuhn,
Marilyn Trulock, Mayor Jim Burke

Absent: Al Duncan, Ann Lewis, Karen Setchell, Diane Bausman

Guests: Al Hill and Teresa Maynard from Comfort Inn

The Meeting was called to order by President Vicky T. at 5:30.

Minutes from the July meeting were approved. *The Treasurer's Report was included in the board packet, but not discussed*, since Karen was absent. There was also no BWVCB report since Diane was absent.

MAYOR JIM BURKE spoke about a possibility of a cell phone audio tour he encountered at the Pontiac War Museum. The program is est. at \$1300. Could it possibly be implemented as a walking tour around Dixon?

He also approached the Board to spearhead a fundraiser for a new Ronald Reagan Lifeguard statue to be built in Lowell Park. He recommends that Rottblatt/Marany from Chicago be commissioned to build it at a cost of \$129,000. (That is the company that built the Michael Jordan statue at the United Center.) He feels they would bring credibility to the project and would help raise the funds from corporations, especially outside the city. It would take approximated 10 months to build. Vicky suggested that she and Ann will co-chair the committee, with others from our board, possibly the Park District Board, and other community members.

WELCOME CENTER REPORT: 85 registered guests in July. 345 newsletters were sent, and 1900 were emailed information.

RIVERFRONT KIOSK: Vicky obtained 3 prototype drawings from MCC, the company recommended by the state tourism board. Prices ranged from \$7200 to \$33,000. It was suggested that we all pursue other carpenters or builders locally to see if one could be made cheaper.

BOOKMARKS of annual events are being compiled by Vicky. She suggested that these be passed out at local restaurants, hotels. She needs anyone to suggest events to list on the markers.

FUNCTIONS: Marilyn moved and Becky 2nd that we approve that Vicky attends various events for free along with 1 guest without previous board approval. The Board will pay for the event tickets. Motion passed.

FACEBOOK; Our page is getting over 500 Likes. colleen suggested we ask other businesses to put a link for the tourism site on their advertising websites.

NO GRANT REQUESTS

COLORING BOOK: Vicky showed a design for an ad in the papers and Facebook for entries of drawing for the new coloring book. Possibly a scavenger hunt or another idea could be thought of to draw interest of families in earning the book. (Or just give them out at the Welcome Center.

REAGAN TRAIL DAYS WRAP UP: We donated \$1000. There was an issue involving the license for the WC and Dram Shot Insurance. Apparently the proper paper work had not been filed to give away Petunia Wine tastings outside the WC. Therefore, our Petunia Wine could not be used for tasting at the Reagan Gala.

CULINARY EVENT: This had 31 attendees and was a hit. Others have requested that we do it again. The Culinary Seminar had about 25 attendees that included restaurant owners and chefs, travel writers, and culinary writers.

CABELAS: They have requested to do a 2 day Super Event next year. Cost would be an extra \$1000. The fishing weigh in would be a combination of weight from Friday and Saturday. We would need to get 2 more sponsors to donate \$500 each.

Jeannie reported that the lease negotiations with Pattie Hummel have stalled. Pattie intends to sell her house and move in the space above the Welcome Center. She doesn't want to discuss a new lease until after her house sells. She doesn't plan to notify us of any changes by Sept. 1, so our present lease would continue for another year.

Jeannie also made a report on progress of the Museum Alliance. They plan on many of their members being open for the Christmas Walk, putting up scarecrows during the Scarecrow Festival. Other ideas are being tossed around.

Lyn moved that we adjourn at 6:35. Seconded by Colleen.

We thank the Comfort Inn for hosting our meeting. Next month's meeting is tentatively planned for BombDigity. Vicky will let us know for sure.

Respectfully submitted,
Jeanne Kuhn, Secretary

GUARANTEED ENERGY SAVINGS CONTRACT

This Guaranteed Energy Savings Contract ("Contract") is made and entered into as of July 19, 2013, by and between **GRP MECHANICAL CO., INC. ("GRP")**, having its principal offices at 1 Mechanical Drive, Bethalto, IL 62010, and the **City of Dixon, ("CITY")** having its principal offices at City of Dixon, 121 W. 2nd St., Dixon, IL 61021

RECITALS

City owns and operates facilities ("Premises") in Dixon, Illinois, and wishes to acquire equipment and services to reduce energy consumption or operating costs, provide operational savings, and to make improvements, in all buildings in a phased approach.

GRP has the experience and project management capabilities to identify and evaluate Energy Cost Savings Measures ("ECMs"), and provide recommendations for designing and implementing such measures.

GRP has delivered to City a Proposal in response to City's Request for Proposal ("RFP"), issued March 29, 2013, pertaining to GRP's furnishing of all labor, material, equipment, and services necessary for the execution and completion of all items of Energy Cost Savings as specified in this Contract submitted for the initial phase.

In accordance with the provisions of the RFP, the facilities of the City were analyzed to identify and evaluate viable ECMs that would improve the environment, as well as estimates of expected energy and operational savings and associated project costs for each recommended ECM.

City desires to contract with GRP for the design, installation, project management, coordination, and scheduling of the ECMs as set forth herein.

GRP and City acknowledge that the purpose of this Contract is to achieve the ECMs contemplated by this Contract for the benefit of City and agree to cooperate to achieve the purpose of this Contract.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. ENERGY SURVEY

Section 1.1. Details. GRP has prepared a survey of the City's facilities ("Survey") in response to City's RFP. The Survey has been approved and accepted by City. The Survey includes all identified ECMs.

Section 1.2. Schedules and Exhibit. GRP has prepared and City has approved and accepted the Schedules and Exhibit as set forth below, copies of which are attached hereto (or will be as provided for in this Contract) and are made a part of this Contract by reference.

"Contract Documents" means this Contract with the conditions described herein, the Schedules identified below, exhibits attached to such Schedules, GRP's proposal, due June 3, 2013, the Design & Engineering Documents prepared by GRP and approved by the City, the Construction Schedule, any Change Orders, other documents listed in the Contract, and any modifications to the foregoing documents issued after execution of this Contract.

Schedules:

Schedule A	Scope of Work to be performed by GRP
Schedule B	Energy Savings Guarantee
Schedule C	Compensation to GRP
Schedule D	Construction and Installation Schedule

Section 1.3. Other Documents. The provisions of this Contract shall govern in the event of any inconsistencies with the Schedules and other Contract Documents.

SECTION 2. GENERAL

Section 2.1. City engages and GRP agrees to perform and provide the Energy Cost Savings Measures, and such other goods and services (collectively the "Work") described in Contract Documents for the Project and in accordance with the terms of this Contract.

Section 2.2. City has furnished or shall furnish (or cause its energy suppliers to furnish if reasonably possible) to GRP, upon request, all of its records and complete data concerning energy usage and energy-related maintenance for the Premises, including the following data for the most current twelve (12) month period; utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Premises; bills and records relating to maintenance of energy-related equipment, and a description of energy management procedures presently utilized

SECTION 3. CONTRACT TIME

Section 3.1. The Contract Time consists of the Installation Period and the Guarantee Period. The "**Installation Period**" is the period of time from the Notice of Commencement until Substantial Completion of the entire Project. The "**Guarantee Period**" is the period of time from the Guarantee Commencement Date, as defined in Section 3.2, until the end of the Guarantee Term.

Section 3.2. Guarantee Commencement Date. The Guarantee Commencement Date shall be the first day of the month after the month in which the Substantial Completion of the Project has occurred. "Substantial Completion" shall be deemed to have occurred when: (i) GRP has delivered a Certificate of Substantial Completion (and Punch List, if any) to the City indicating that it has installed and commenced operating all of the Work and equipment specified in Schedule A and in accordance with the provisions of Section 8, and (ii) City has inspected and accepted said installation and operation and signed GRP's Certificate of Substantial Completion

and Punch List, if any. If the City does not concur that the Work has achieved Substantial Completion and/or that the Punch List is not complete or correct, then the City shall notify GRP within twenty (20) business days of any discrepancies. To the extent GRP does not dispute the discrepancies raised by the City, GRP shall (i) promptly and diligently correct the Work to conform to the description of the Work set forth herein, and resubmit the certificate of Substantial Completion to the City, and (ii) promptly complete all items on the Punch List. If GRP disagrees with the discrepancies raised by the City, GRP shall notify the City of a dispute and such dispute shall be resolved in as provided under this Contract. If the City does not deliver written notice to GRP within ten (10) business days of receiving the certificate of Substantial Completion and the Punch List, the City will be deemed to have agreed to, signed and returned the certificate of Substantial Completion and the Punch List.

Section 3.3. Final Completion. Final Completion shall be accomplished when City has accepted the completion of all Punch List items. If GRP and City agree that there are no Punch List items, Final Completion and Substantial Completion occur simultaneously.

Section 3.4. Term of Contract. The term of this Contract shall be begin upon its execution and shall conclude twenty (20) years after the Guarantee Commencement Date.

SECTION 4. COMPENSATION TO GRP

Section 4.1. Energy Savings Guarantee. GRP has formulated and, subject to the adjustments provided for in Section 14, guaranteed the energy consumption, operating costs, and operational savings to be achieved as a result of the installation and operation of the Work and equipment and services provided for in this Contract. The Energy Savings Guarantee for the Work performed under this Contract is specified in Schedule B (Energy Savings Guarantee). All or some portion of the Energy Savings Guarantee may consist of energy and operations savings stipulated to by the City and GRP (Stipulated Savings). These Stipulated Savings shall be based on GRP's customary standards and methodologies and include avoided maintenance, avoided capital investments, operational savings or avoided personnel costs. The City and GRP acknowledge that Stipulated Savings are being used to avoid the high costs for measuring the categories of savings included in the parties' stipulation. The City acknowledges that it has evaluated sufficient information to accept the determination of Stipulated Savings contained in the Energy Savings Guarantee of this Contract. The Stipulated Savings shall be deemed achieved on the date the City accepts and signs GRP's Certificate of Substantial Completion. The parties agree that Stipulated Savings shall not be measured or monitored at any time in connection with the Energy Savings Guarantee.

Section 4.2. Review and Reimbursement/Reconciliation. To the extent not included in the Stipulated Savings referenced in Section 4.1, and if, at the end of any calendar year during the guarantee period as specified in Schedule B (Energy Savings Guarantee), GRP has failed to achieve the annual Energy Savings Guarantee specified in Schedule B, upon written request by City, which shall be given no earlier than the end of such year and no later than thirty (30) days thereafter, GRP will pay City the difference between the annual amount guaranteed and the amount of actual energy and operations savings achieved at the City's Premises in accordance

with the provisions of Schedule B. GRP shall remit such payments to City within ninety (90) days of written notice by City of such monies due. When the total energy savings in any one year during the guarantee period exceed the Energy Savings Guarantee set forth in Schedule B and are in addition to those monies due GRP for compensation for services as set forth in Schedule C, (Compensation to GRP), such excess savings shall be first be applied to reimburse GRP for any payment GRP made to the City to meet GRP's guarantee for previous years in which the energy savings fell short of the Energy Savings Guarantee specified in Schedule B. GRP shall annually prepare and provide a report to the City documenting the performance of the ECMs.

Section 4.3. GRP and City agree to work in good faith to resolve any disagreement over the calculation of the energy savings. Should an irresolvable disagreement arise as to the calculation of energy savings, an independent public accounting firm may be engaged by either party to conduct a review and give an opinion on whether the calculation of savings or deficiencies as prepared by GRP is fairly stated in accordance with this Contract. The independent public accounting firm shall be mutually agreed upon by the parties. Exercise of the right to request a review shall in no way affect City's obligation to make current payments pursuant to this Contract unless otherwise described herein. Any payments between the parties necessary to resolve any irregularities identified in the review will be made within sixty (60) days after submission of the review to the parties

Section 4.4. GRP Compensation and Fees: GRP has structured the Energy Savings Guarantee referred to in Section 4.1 above; so as to be sufficient to equal or exceed the sum of any and all payments required to be made by City in connection with the Work to be performed by GRP under this Contract. City shall pay GRP the Contract Sum of Three Hundred Seventeen Thousand Six Hundred Thirty Eight Dollars (\$317,638) for the provision of services as set forth and in accordance with the provisions of Schedule C (Compensation to GRP). The Contract Sum would be reduced to (\$282,638) if the City desires to reduce the scope by installing simple programmable thermostats in lieu of the control system described in Schedule A.

Section 4.5. Billing Information Procedure. Payments due to GRP under this Section 4 shall be calculated in accordance with the provisions of Schedule C. GRP shall provide City with an invoice of the total amount due. Payments shall be made by the City within thirty (30) days of GRP's presentation of its invoice. GRP reserves the right to suspend or terminate its Work if payment of undisputed sums is not received within forty-five (45) days of an invoice due date.

SECTION 5. PERMITS AND APPROVALS; COORDINATION

Section 5.1. Permits and Approvals. City shall assist in obtaining all necessary permits and approvals required by local law for installation of the Equipment, except as otherwise provided in the Contract Documents. City shall furnish copies of each permit or license to GRP, which is required to perform the work for the City. GRP shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to outside services and for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, or the opening and patching of streets, arising from the construction and completion of the Work contemplated by this Contract.

Section 5.2. Coordination During Installation. City and GRP shall coordinate GRP's performance of the Work with the City. GRP shall not commit or permit any act that will interfere with the performance of business activities conducted by City without prior written approval of City.

SECTION 6. CITY'S RESPONSIBILITIES

Section 6.1. City shall provide, with reasonable promptness, full and complete information regarding the Premises, including but not limited to, all building controls, systems, apparatus, equipment and machinery. City agrees to furnish surveys, legal descriptions, drawings, waste management plans and all other information pertinent to the Work and the Premises where the Work is to be performed. City shall appoint an authorized representative to approve, reject or otherwise facilitate GRP's performance of the Work.

Section 6.2. City shall provide sufficient space on the Premises for the performance of the Work and shall take reasonable steps to protect all material and equipment from harm, theft and misuse. City shall provide access to the Premises for GRP to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by GRP and acceptable to City. City shall not unreasonably restrict GRP's access to Premises to make emergency repairs or corrections as GRP may determine are needed.

Section 6.3. City shall promptly notify GRP of all known unusual or materially changed operating conditions that affect any equipment or building condition that may affect Work to be performed by GRP. City shall furnish GRP with prompt written notice of any defects in GRP's Work.

SECTION 7. WORK PERFORMED BY GRP

Section 7.1. GRP shall perform the Work under this Contract in accordance with the Scope of Work contained in Schedule A. GRP shall act as an independent contractor with responsibility for the means, methods, techniques, sequences, procedures and coordination of the Work. All Work performed under this Contract shall be coordinated by GRP with local utilities, subcontractors, equipment suppliers and City's facility personnel. GRP shall arrange for, prepare, or otherwise furnish, for written approval by the City, working drawings and specifications setting forth in detail the requirements of the construction and installation of the Project in accordance with the Contract Documents ("Design & Engineering Documents"). The Design & Engineering Documents shall include all drawings, specifications, schedules, diagrams, and plans, and such content and detail as is necessary to properly complete the construction of the Project. All engineering services shall be rendered by an employee or sub consultant of GRP who is properly registered as a Professional Engineer in the State of Illinois, and designated as a Certified Energy Manager. The Work shall be performed in a manner consistent with the degree of skill and care ordinarily exercised by similar contractors performing the same or similar work in the same locale under similar circumstances and conditions. GRP shall furnish or arrange for all required services, labor, materials, equipment

and supervision as are necessary for the proper performance of the Work. GRP shall complete its Work in accordance with the construction schedule specified in Schedule D.

Section 7.2. GRP shall remain responsible for the professional and technical accuracy of all services performed, whether by GRP or its subcontractors or others on its behalf, throughout the term of this Contract.

Section 7.3. GRP shall be responsible for initiating, maintaining, and supervising reasonable safety precautions and programs in connection with the performance of the Contract Services. GRP shall take reasonable precautions for safety of, and shall provide reasonable and appropriate protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the Site or adjacent thereto. GRP shall not be required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications in other equipment beyond the Scope contained in this Contract.

Section 7.4. GRP shall conduct the training program described in Schedule A. The training specified shall be completed prior to acceptance of the Work. GRP shall provide ongoing training whenever needed with respect to updated or altered Work, including upgraded software, and including newly hired maintenance personnel, for a period of one year following final completion of the Work. Such training shall be provided at no charge to the City.

Section 7.5. All reports and drawings specifically prepared for City under this Contract ("Deliverables") shall become City's property upon final payment to GRP. GRP may retain file copies of such information. All other reports, calculations, data, drawings, estimates, specifications, manuals, computer programs, codes and computerized materials prepared by or for GRP are Instruments of Service ("Instruments") and shall remain the property of GRP. All Deliverables and Instruments provided to the City are only for the purposes disclosed to GRP by the City, and City agrees not to transfer them to others of use or permit them to be used for any extension of the Work without GRP's written consent. Any reuse of such Deliverables and Instruments, without GRP's participation or approval, shall be at the City's sole risk and without further liability to GRP.

SECTION 8. CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

Section 8.1. Construction and equipment installation shall proceed in accordance with the construction schedule approved by City and attached as Schedule D. Work shall be performed during normal working hours, Monday through Friday, unless otherwise agreed herein.

Section 8.2. Systems Startup and Equipment Commissioning: GRP shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified in Schedule A and prior to acceptance by City. GRP shall provide notice to City of the scheduled test(s) and City and/or its designees shall have the right to be present at any or all such tests conducted by GRP and/or manufacturers of

the Equipment. GRP shall be responsible for correcting and/or adjusting all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures. GRP shall furnish City with Certificates of Substantial or Final Completion upon completion of the Work, or portion thereof.

Section 8.3. Inspection and Final Approval: City has the right to inspect, test and approve the work conducted in the facilities during construction and operation. City shall have the right and access to the records, and other compilations of data that pertain to the performance of the provisions and requirements of this Contract. Records shall be retained for three (3) years after close-out.

Section 8.4. GRP shall not be responsible for loss, delay, or failure of performance caused by circumstances beyond its control, including but not limited to acts or omissions of the City or its employees, agents or contractors, Acts of God, war, civil unrest, acts or threatened acts of terrorism, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, explosions, delays in transportation, fuel, labor or materials. In the event of such delays or failure, GRP's time for performance shall be extended by a period of time equal to that lost.

SECTION 9. INDEMNITY

Section 9.1. To the fullest extent permitted by law, GRP shall indemnify and hold harmless the City, its agents, board members and employees from and against claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance of the Contract provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of GRP, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. In no event shall the preceding indemnification apply to liability to the extent caused solely by the negligent acts or omissions of the City, its employees, officers, and agents. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation act, disability benefit acts, or other employees' benefit acts.

Section 9.2. To the fullest extent permitted by law, City shall indemnify and hold harmless GRP, its subcontractors, agents and employees from and against claims, damages, losses and expenses, including, but not limited to, attorney's fees, provided that such claim, damage, loss or expense is caused in whole or in part by the negligent acts or omissions of City, its contractors, agents and employees, anyone directly employed by them or anyone for whose acts they may be liable. In no event shall the preceding indemnification apply to liability to the extent caused solely by the negligence or willful misconduct of the party indemnified or held harmless. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation act, disability benefit acts, or other employees' benefit acts.

SECTION 10. WARRANTY

Section 10.1. GRP covenants and agrees that all Work performed and equipment installed, as part of this Contract, shall be new, in good and proper working condition and protected by appropriate written warranties covering all parts and equipment performance. The Work of GRP and all Subcontractors shall be warranted as free from defects for a period of one (1) year from the date of acceptance of their Work, unless otherwise stipulated for a longer period of time. Equipment provided by GRP shall be accompanied by a manufacturer's warranty against defects in workmanship and materials. GRP agrees to deliver to City for inspection and approval all such written warranties and to transfer such warranties to City.

Section 10.2. Claims under this warranty section shall be made in writing to GRP within thirty (30) days after discovery of the claimed defect unless discovered by GRP. City's sole and exclusive remedy for any equipment or services not conforming to the requirements of this warranty is limited to (i) repair or replacement of defective components of covered equipment, or (ii) re-performance of the defective services, or, at City's option, (iii) to the extent previously paid, a refund for the purchase price of such defective component of the equipment or services. All warranties required hereunder shall be in force for a period of one (1) year from the date of Substantial Completion.

Section 10.3. The warranties set forth in this section will be void and not apply to, any equipment (i) repaired, altered or improperly installed by any person other than GRP or its subcontractors; or (ii) subjected to unreasonable or improper use or storage, or otherwise subjected to improper maintenance.

Section 10.4. The express limited warranties provided above are in lieu of and exclude all other warranties, express, or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose, which are hereby expressly disclaimed.

SECTION 11. LIMITATION OF LIABILITY

Section 11.1 City and GRP mutually agree that neither party shall be liable to the other under this Contract for any consequential, special, contingent or punitive damages, including but not limited to, loss of revenue, loss of profit, operating costs or business interruption losses, regardless of cause, including breach of contract, tort (including sole or concurrent negligence), strict liability or otherwise.

Section 11.2 City and GRP have discussed the risk and rewards associated with the Work, as well as GRP's compensation for its services. City and GRP agree to allocate certain of the risks so that, to the fullest extent permitted by law, GRP's total aggregate liability to the City under this Contract shall not exceed the sum of One Million Dollars (\$1,000,000.).

SECTION 12. EQUIPMENT SERVICE

Section 12.1. Actions by GRP. GRP shall provide all service, repairs, and adjustments to the Equipment installed under terms of this Contract pursuant to Schedule A.

Section 12.2. Malfunctions and Emergencies. City shall use its best efforts to notify GRP or its designee(s) within seventy-two (72) hours after City's actual knowledge and occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy related equipment that might materially impact upon the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification in any energy-related equipment or its operation.

Section 12.3. City shall notify GRP within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the Equipment. GRP or its designee shall respond within seventy-two (72) hours and shall promptly proceed with corrective measures. Any telephonic notice of such conditions by City shall be followed within three (3) business days by written notice to GRP from City. If City unreasonably delays in notifying GRP of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, such conditions will be treated as a Material Change and the applicable provisions of Section 14 (Material Changes) shall be applied.

Section 12.4. GRP will provide a written record of all service work performed. This record will indicate the reason for the service, description of the problem and the corrective action performed.

Section 12.5. Actions by City. City shall not move, remove, modify, alter, or change in any way the Work or any part thereof without the prior written approval of GRP. Notwithstanding the foregoing, City may take reasonable steps to protect the Work if, due to an emergency, it is not possible or reasonable to notify GRP before taking any such actions. In the event of such an emergency, City shall take reasonable steps to protect the Work from damage or injury and shall follow instructions for emergency action provided in advance by GRP. City agrees to maintain the Premises in good repair and to protect and preserve all portions thereof, which may in any way affect the operation or maintenance of the Work.

SECTION 13. UPGRADING OR ALTERING THE EQUIPMENT

Section 13.1. GRP shall at all times have the right, subject to City's prior written approval, which approval shall not be unreasonably withheld, to change the equipment included in the Work, revise any procedures for the operation of the equipment or implement other energy saving actions in the Premises, provided that:

(i) GRP complies with the standards set forth in Schedule A;

(ii) such modifications or additions to, or replacement of equipment, and any operational changes, or new procedures are necessary to enable GRP to achieve the energy savings at the Premises and;

(iii) any cost incurred relative to such modifications, additions or replacement of the equipment, or operational changes or new procedures shall be the responsibility of GRP.

Section 13.2. All modifications, additions or replacements of the equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to City for approval, which shall not be unreasonably withheld, provided that any replacement of the equipment shall be new as set forth in Section 10 and have equal or better potential to reduce energy consumption at the Premises than the Equipment being replaced. GRP shall update any and all software to be used in connection with the Equipment in accordance with the provisions of Section 18.1 (Ownership of Certain Proprietary Rights). All replacements of and alterations or additions to the equipment shall become part of the equipment described in Schedule A and shall be covered by the provisions and terms of Section 8.

SECTION 14. MATERIAL CHANGES

Section 14.1. Material Change Defined: A Material Change shall include any change in or to the Premises, whether structural, operational or otherwise in nature which reasonably could be expected, in the judgment of City, to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in Schedule B by five percent (5%) or more after adjustments for climatic variations. Actions by City which may result in a Material Change include, but are not limited to the following:

- (i) manner of use of the Premises by City; or
- (ii) hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or
- (iii) permanent changes in the comfort and service parameters set forth in Schedule A; or
- (iv) occupancy of the Premises; or
- (v) structure of the Premises; or
- (vi) types and quantities of equipment used at the Premises or
- (vii) modification, renovation or construction at the Premises; or
- (viii) City's failure to provide maintenance of and repairs to the equipment as specified in Schedule A; or
- (ix) any other conditions other than climate affecting energy use at the Premises.

Section 14.2. Reported Material Changes; Notice by City: City shall use its best efforts to deliver to GRP a written notice describing all actual or proposed Material Changes in the Premises or in the operations of the Premises at least sixty (60) days before any actual or

proposed Material Change is implemented or as soon as is practicable after an emergency or other unplanned event. Notice to GRP of Material Changes which result because of a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by City within twenty-four (24) hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by City to have occurred.

SECTION 15. CHANGES IN THE WORK

Section 15.1. Change Orders. City may order, or GRP may request, changes in the Work consisting of additions, deletions, or modifications to the Work. Such changes in the Work shall be authorized only by written Change Order signed by City and GRP. Execution of a written Change Order signed by City and GRP prior to the commencement of any additional or extra Work shall be a condition precedent to the payment of any additional compensation to the Contractor for such Work. The adjustment to the Contract Sum shall be based on the mutual acceptance of a lump sum price for the Change Order work.

Section 15.2. No Changes That Impact Guarantee. To the extent GRP reasonably determines that any change in the Work requested or directed by City will materially and adversely impact the GRP's ability to meet or sustain achievement of the Guarantee set forth in Schedule B, GRP has the right, in its sole and absolute discretion, to decline such change in the Work, unless 1) the Change is required to correct an error or omission in the technical solution proposed by GRP; or 2) the City offers an appropriate adjustment to the Guarantee.

Section 15.3. Concealed Conditions. GRP shall immediately notify City if it encounters Concealed Conditions (1) that differ materially from those indicated in the Contract Documents or (2) of an unknown physical condition, that differ materially from those ordinarily found to exist and generally recognized as inherent in the Work to be performed. GRP shall give prompt notice to the City of such conditions prior to significantly disturbing the same. If such Concealed Conditions cause an increase in GRP's cost of, or time required for, performance of any part of the Work, GRP and City shall agree, by Change Order, to an equitable adjustment to the time required for performance of the Work and to the Contract Sum.

SECTION 16. REPRESENTATIONS AND WARRANTIES

Section 16.1. Each party warrants and represents to the other that:

(i) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

(ii) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

(iii) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

(iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

Section 16.2. City hereby warrants, represents and promises that it has not entered into any undisclosed leases, or contracts with other persons or entities regarding the leasing of energy efficiency equipment or the provision of energy management services for the Premises or with regard to servicing any of the energy related equipment located in the Premises. City shall provide GRP with copies of any successor or additional leases of energy efficiency equipment and contracts for management or servicing of preexisting equipment at Premises that may be executed from time to time hereafter within sixty (60) days after execution thereof.

City agrees that it shall adhere to, follow and implement the energy Cost Savings procedures and methods of operation set forth in Schedule A.

City agrees that GRP shall have the right once a month, with prior notice, to inspect Premises to determine if City is complying, and shall have complied with such obligations. City shall make the Premises available to GRP for and during each monthly inspection, and shall have the right to witness each inspection.

Section 16.3. GRP warrants, represents and promises that before commencing performance of this Contract, (a) it is licensed or otherwise permitted to do business in the State of Illinois; and (b) it shall have provided proof and documentation of required insurance pursuant to Section 17 (Insurance Requirements).

Section 16.4. The parties acknowledge and agree that GRP has entered into this Contract in reliance upon the prospect of earning compensation based on guaranteed energy savings in energy used at Premises, as set forth on Schedules B (Energy Saving Guarantee) and C (Compensation to GRP), attached hereto and made a part hereof. The parties further acknowledge and agree that the said guaranteed energy savings would not likely be obtained unless certain procedures and methods of operation designed for energy Cost Savings shall be implemented, and followed by City on a regular and continuous basis.

SECTION 17. PROPERTY/CASUALTY/INSURANCE; INDEMNIFICATION

Section 17.1. Prior to commencement of any work and for the duration of this Contract, GRP shall provide and maintain insurance as set forth below. Insurance required by this section shall name the City as an additional named insured and shall be with insurers rated A-VII or better in the latest *Bests Rating Guide*. The coverage provided by such policy shall be primary and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability. All policies shall contain waivers

of subrogation. GRP waives all rights against the City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the required policies.

The following are required:

- a. Workers' Compensation Insurance with limits as required by statute, and Employer's Liability Insurance with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per Accident, Five Hundred Thousand and 00/100 Dollars (\$500,000.00) Disease, Policy Limit and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) Disease, Each Employee.
- b. Automobile Liability, including non-owned and hired with a limit not less than One Million and 00/100 Dollars (\$1,000,000.00).
- c. Commercial General Liability including premises, operation, products and completed operations liability, personal injury liability (including employee acts), broad form property damage liability and blanket contractual liability in amounts of not less than One Million and 00/100 Dollars (\$1,000,000.00). GRP shall maintain Commercial General Liability and, if necessary, commercial umbrella or excess liability with a limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) each occurrence/Annual Aggregate and the Annual Aggregate shall be endorsed to apply separately to each job site or location. In the event any of the hazards of explosion, collapse and underground, normally referred to as XCU, exist, then such hazards shall be covered and protection afforded under the policy.
- d. GRP shall maintain in full force and effect, at GRP's expense, an Installation Floater, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), for coverage of the GRP's labor, materials, and any equipment to be used for completion of work under this contract. Coverage is to be on an all risk of physical damage form, including earthquake and flood. This insurance shall include the City, and all contractors as their interests may appear.

Section 17.2. City will maintain, at its own expense, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the contract cost. Such policy shall be maintained until final payment has been made to GRP and no person or entity has an insurable interest in Premises, whichever is later. The policy shall include insurance against the perils of fire and physical loss or damage, including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and start-up, rebuilding and debris removal. City shall pay any costs not covered due to deductibles or retention. City shall also purchase and maintain boiler and machinery coverage which shall specifically cover such insured objects during installation and until acceptance by the City. The insurances required under this section shall include the interests of the City, GRP, and its subcontractors.

Section 17.3. City and GRP waive all rights against each other and their subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by

insurance under this section, and for any other property insurance applicable to the Work, except such rights as they may have to proceeds of insurance held by the City as fiduciary.

SECTION 18. OWNERSHIP

Section 18.1. Ownership of Certain Proprietary Property Rights. City shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, secret inventions or processes, copyrights, patents, or other intellectual or proprietary rights that are or may be used in connection with the Equipment. GRP shall grant to City a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for City to continue to operate, maintain, and repair the Equipment in a manner that will yield maximal energy consumption reductions.

Section 18.2. Ownership of Existing Equipment. The equipment and materials at the Premises at the time of execution of this Contract shall remain the property of City even if it is replaced or its operation made unnecessary by work performed by GRP pursuant to this Contract. If applicable, GRP shall advise City in writing of all equipment and materials to be replaced at the Premises and City shall within thirty (30) days designate in writing to GRP which equipment and materials should not be disposed of off-site by GRP. It is understood and agreed to by both Parties that City shall be responsible for and designate the storage location for any equipment and materials that should not be disposed of off-site. GRP shall be responsible for the disposal of all equipment and materials designated by City as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

Section 18.3 Ownership of Drawings. All drawings, reports and materials prepared by GRP specifically in performance of this Contract shall become the property of City and will be delivered to City no later than forty-five (45) days after completion and final payment to GRP.

SECTION 19. EVENTS OF DEFAULT

Section 19.1. Events of Default by City. Each of the following events or conditions shall constitute an "Event of Default" by City:

(i) any failure by City to pay GRP any undisputed sum due for period of more than thirty (30) days after written notification by GRP that City is delinquent in making payment and provided that GRP is not in default in its performance under the terms of this Contract;

(ii) any other material failure by City to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after notice to City demanding that such failures to perform be cured or if such cure cannot be effected in thirty (30) days, City shall be deemed to have cured default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof; or

(iii) any representation or warranty furnished by City in this Contract, which was false, or misleading in any material respect when made.

Section 19.2. Events of Default by GRP. Each of the following events or conditions shall constitute an "Event of Default" by GRP:

(i) the requirements set forth in Schedule A are not met due to failure of GRP to properly design, install, maintain, repair or adjust the equipment except that such failure, if corrected or cured within thirty (30) days after written notice by City to GRP demanding that such failure be cured, shall be deemed cured for purposes of this Contract;

(ii) any representation or warranty furnished by GRP in this Contract is false or misleading in any material respect when made;

(iii) failure to furnish and install the Work and make it ready for use within the time specified by this Contract as set forth in Schedules A (Scope of Work) and D (Construction and Installation Schedule);

(iv) provided that the operation of the facility is not adversely affected and provided that the standards in Schedule A are maintained, any failure by GRP to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein except that such failure, if corrected or cured within thirty (30) days after written notice by the City to GRP demanding that such failure to perform be cured, shall be deemed cured for purposes of this Contract;

(v) any lien or encumbrance is placed upon the Work by any subcontractor, laborer, supplier or lender of GRP;

(vi) the filing of a bankruptcy petition whether by GRP or its creditors against GRP which proceeding shall not have been dismissed within ninety (90) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of GRP;

(vii) Any change in ownership or control of GRP without the prior approval of City, which shall not be unreasonably withheld; or

(viii) failure by GRP to pay any amount due City or perform any obligation under the terms of this Contract or the Energy Savings Guarantee as set forth in Schedule B (Energy Savings Guarantee).

SECTION 20. REMEDIES UPON DEFAULT

Section 20.1. Remedies upon Default by City. If an Event of Default by City occurs, and if the City refuses to participate in and abide by the Dispute Resolution process in Section 22 of this Contract, GRP may exercise all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by City, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy. Election of one remedy is not a waiver of other available remedies.

Section 20.2. Remedies Upon Default by GRP. In the Event of Default by GRP, and if GRP refuses to participate in and abide by the Dispute Resolution process in Section 22 of this Contract, City may exercise and any all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred, including attorney's fees. Election of one remedy is not a waiver of other available remedies.

SECTION 21. CONDITIONS BEYOND CONTROL OF THE PARTIES

If a Party to the Contract ("Performing Party") shall be unable to reasonably perform any of its obligations under this Contract due to acts of God, insurrections or riots, or other event beyond its control, this Contract shall at the other party's option (i) remain in effect but said Performing Party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days' notice to the Performing Party, in which event neither party shall have any further liability to the other.

SECTION 22. DISPUTES

Section 22.1. Any controversy or claim arising out of or relating to this Contract, including any such controversy or claim involving the parent company, subsidiaries, or affiliates under common control of any party to this Contract (a "Dispute"), shall first be subject to mediation. Such mediation shall be attended on behalf of each party for at least one session by a senior business person with authority to resolve the Dispute. Any period of limitations that would otherwise expire between the initiation of mediation and its conclusion shall be extended until 20 days after the conclusion of the mediation.

Section 22.2. Any Dispute that cannot be resolved by mediation within 45 days of notice by one party to the other of the existence of a Dispute (unless the parties agree to extend that period) shall be resolved by litigation in the state courts of Illinois.

Section 22.3. Continuation of Work. Pending final resolution of any dispute under this Contract, GRP will proceed diligently with the performance of its duties and obligations under the Contract Documents, and the City will continue to make payments of undisputed amounts in accordance with the Contract Documents.

SECTION 23. ASSIGNMENT

Section 23.1. Assignment by GRP. GRP acknowledges that City is induced to enter into this Contract by, among other things, the qualifications of GRP. GRP agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of the City.

Section 23.2. Assignment by City. City may transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Premises subject to this Contract

or an interest therein. The City shall remain jointly and severally liable with its assignee or transferee to GRP for all of its obligations under this Contract.

SECTION 24. MISCELLANEOUS PROVISIONS

Section 24.1. Waiver of Claims/Liens. GRP shall obtain and furnish to City a Waiver of Liens from each vendor, material manufacturer and laborer in the supply, installation and servicing of the Work.

Section 24.2. Compliance with Law and Standard Practices. GRP shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices and in compliance with any and all reasonable rules relative to the Premises. GRP shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.

Section 24.3. Independent Capacity of the Contractor. GRP is an independent contractor in the performance of each and every part of this Contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, and for any and all damages in connection with the operation of this Contract, whether it may be for personal injuries or damages of any other kind.

Section 24.4. Confidential Information.

Section 24.4.1 The term "Confidential Information" means any documentation or information (i) that is marked as "proprietary" or "confidential", (ii) that is supplied orally with a contemporaneous confidential designation, or (iii) that is known by the receiving Party to be confidential or proprietary information or documentation of the disclosing Party. Confidential Information does not include information that can be demonstrated: (i) to have been rightfully in the possession of the receiving Party from a source other than the disclosing Party prior to the time of disclosure of said information under this Contract; (ii) to have been in the public domain prior to disclosure; (iii) to have become part of the public domain after disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Contract; or (iv) to have been supplied to the receiving Party without restriction by a third party who is under no obligation to the disclosing Party to maintain such information in confidence.

Section 24.4.2. Each Party acknowledges that it may, in connection with the performance of this Contract, have access to, or be directly or indirectly exposed to Confidential Information of the other Party. Each Party shall hold confidential all Confidential Information of the other Party and shall not disclose or use such Confidential Information without express prior written consent of the disclosing Party, except as may be legally required. Each Party shall use reasonable measures at least as strict as those the Party uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors to execute a non-disclosure agreement before obtaining access to the other Party's Confidential Information.

Section 24.5. Severability. In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

Section 24.6. Complete Contract. This Contract, when executed, together with all Schedules attached hereto or to be attached hereto, as provided for by this Contract shall constitute the entire Contract between both parties and this Contract may not be amended, modified, or terminated except by a written amendment signed by the parties hereto.

Section 24.7. Further Documents. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 24.8. Applicable Law. This Contract shall be construed in accordance with, and governed by the laws of the State of Illinois. Any action to enforce the provisions of this Contract shall be brought in state court in Lee County, Illinois. In the event any term of this Contract is held to be invalid or unenforceable by a court, the remaining terms of this Contract will remain in force.

Section 24.9. Notice. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO GRP: **GRP MECHANICAL CO., INC.**
 Attention: Mr. Tom DeClue, III
 1 Mechanical Drive,
 Bethalto, IL 62010

TO CITY: **CITY OF DIXON**
 Attention: Ms. Colleen Brechon
 121 W. 2nd Street
 Dixon, IL 61021

Section 24.10. Headings. Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 24.11. Handling of Hazardous Materials: All work completed under this Contract shall be in compliance with all applicable federal, state and local laws, rules and regulations regarding the handling of hazardous materials in buildings, hazardous waste disposal and treatment/disposal of any hazardous materials that could result from this project.

Section 24.11.1. The Work performed by GRP under this Contract excludes any work or service of any nature associated or connected with the identification, abatement, cleanup, control, or removal of any currently existing Hazardous Materials or Mold on, in or nearby the Premises beyond what may be identified in Schedule A and this Section 24.11. City agrees that, other than as described in Schedule A and this Section 24.11, all duties and obligations in connection with any Hazardous Materials or Mold currently located in, on or nearby the Premises or brought into the Premises by a party other than the GRP or its subcontractors, are not GRP's responsibility. GRP warrants and represents that: 1) it has reviewed City's Hazardous Materials documentation, including the City's Asbestos Management Plan, 2) it has performed its own inspection of all reasonably accessible work areas that are identified in said documentation as containing Hazardous Materials, and 3) GRP is not aware of the presence of Hazardous Materials or Mold beyond those addressed in Schedule A which would hinder accomplishment of the Work or would otherwise require remediation prior to performance of the Work. Should GRP become aware, discover or based on reasonable evidence suspect the presence of Hazardous Materials or Mold beyond those addressed in Schedule A, GRP will immediately cease work in the affected area, and will promptly notify City of the conditions discovered. Should GRP stop work because of such discovery or suspicion of Hazardous Materials or Mold not identified in the City's existing documentation, then the Contract Time will be reasonably extended by Change Order to cover the period required for abatement, cleanup, or removal of the Hazardous Materials or Mold. GRP will not be held responsible for any claims, damages, costs, or expenses of any kind associated with such period during which work has been stopped as a result of Hazardous Materials or Mold not identified in the City's existing documentation.

Section 24.11.2. City warrants and represents that to the best of its knowledge, other than identified in the City's existing documentation, there are no Hazardous Materials or Mold in or on the premises that will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by the GRP pursuant to this Contract. City further represents that it has not retained GRP to discover, inspect, investigate, identify, or remediate Hazardous Materials or Mold or conditions caused by Hazardous Materials or Mold, except to the extent specified in Schedule A and this Section 24.11.

Section 24.12. Bonding Requirements: GRP will provide to City separate performance and labor and material payment bonds, solely covering GRP's installation and faithful performance of the Energy Conservation Measures as specified in GRP's Scope of Work, Schedule A to this Contract. Each of the bonds shall be in the sum of one hundred percent (100%) of the Contract Sum. Bonds shall be issued by a surety in good standing and authorized to transact business in Illinois.

Section 24.13. As-Built Drawings: Where applicable, GRP shall provide reproducible record drawings from the "as-built drawings" of all existing and modified conditions associated with the project, conforming to typical engineering standards.

Section 24.14. Operation and Maintenance Manuals: Three (3) maintenance manuals for each site will be provided by GRP for all equipment replacements and/or upgrades at each location.

Section 24.15. Non-Discrimination: GRP shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

Section 24.16 Tax-Exempt Status: The City is exempt from payment of Illinois sales and use taxes on purchases of tangible personal property or services, including materials, supplies and equipment purchased for construction of buildings and other structures. City will provide GRP with applicable documentation to certify City's tax exempt status. GRP shall use its best efforts to furnish City's documentation in all applicable transactions and comply with all applicable statutory requirements related to such transactions.

Section 24.17. Drafting Not to be Construed Against any Party: All parties acknowledge and agree that each has had a full opportunity to review and have input into this Contract and that any ambiguity found shall not be construed against any party as drafter. Reference to "year" shall mean calendar year unless a fiscal year is specified. If a fiscal year is specified that year is July 1 through June 30.

IN WITNESS WHEREOF, the parties hereto have signed their names to this Contract by their duly authorized officers on the date first above written.

GRP Mechanical Co. Inc.

City of Dixon

By: _____
(Signature)
Tom DeClue, III, President

By: _____
(Signature)
Colleen Brechon,
Commissioner of Public Property

Date: _____

Date: _____

ATTACHMENT I: Schedules

SCHEDULE A: SCOPE OF WORK TO BE PERFORMED BY GRP

SCHEDULE B: ENERGY SAVINGS GUARANTEE

SCHEDULE C: COMPENSATION TO GRP

SCHEDULE D: CONSTRUCTION AND INSTALLATION SCHEDULE

SCHEDULE A: SCOPE OF WORK TO BE PERFORMED BY GRP

1. Mechanical Scope of Work

- A. Remove existing Bryan hot water boiler and the associated equipment pad and expansion tank. Any abatement required will be completed by others. Install new concrete equipment pad and 2 new 400,000 BTUH Knight condensing boilers, associated pumps, isolation valves and insulation. The existing distribution pumps shall remain. The flues for the new boilers are to be routed up through first level floor and out the North wall. Remove the power combustion air fan and cap of the duct.
- B. Provide and install new self-contained control valves on the existing fin tube units in the office spaces.
- C. Provide the labor required to remove the existing air handling unit and associated remote condensing units (2). Remove the refrigerant lines exposed outside on the roof deck and the lines going through the outside air louver to the grade mounted condenser. The original condensing unit is on the roof the replacement unit is on the north parking lot. Scope to include the replacement of the Multi-Zone AHU with 3 smaller AHUs with hot water coils- two rows.
 - a. Approximate capacities
 - i. Basement AHU 3.5 tons 1475 CFM
 - ii. 1st floor west AHU 3.5 tons 1775 CFM
 - iii. 1st floor core AHU 3 tons 1410 CFM

The new condensing units will be mounted on the north wall the refrigerant lines to be routed from the equipment room up though the first floor and outside. This is the same path of the boiler flues. The ductwork modifications will include tying two of the three zones together that serve the core areas of the first floor. All the AHUs to have minimum outside air damper and motor and ductwork connected to the outside air duct.
- D. Remove 3 Trane package electric heating and dx cooling units. Install three new high efficiency units with adaptor curbs. New units design will be single zone VAV for added efficiency. The units are complete with 5 year compressor warranty.

2. Controls Scope of Work

- A. Integration with the existing Schneider Electric BAS presently installed in the PSB
- B. Provide a network level controller for connection to the owners network

- C. Programming, graphics, start up and one year warranty
- D. Demolition of the existing pneumatic controls
- E. Wiring OEM controls provided with the three RTUs and remote condensing units
- F. Integration via BACnet or LON with the 3 new RTUs
- G. Start stop of the two new boilers and existing systems pumps
- H. Control of the CUH in the entry
- I. Concealed control wiring will be run in a neat and workman like manor using j hooks and bridal rings

3. Roofing Scope of Work

- A. Remove existing roof membrane and insulation down to roof deck
- B. Mechanically attach one layer 4" rigid insulation (R-25)
- C. Install Fully adhere 60 mil white TPO
- D. Furnish a twenty (20) year manufacturer's roofing warranty

CITY SCOPE OF WORK

1. Abate any asbestos containing materials relative to the implantation of above scope of work. To the best of GRP's knowledge, no asbestos containing materials exist in Phase 1.
2. City is responsible for removing personnel items from the work area to provide clear access to perform work.

SCHEDULE B: ENERGY SAVINGS GUARANTEE

1. DEFINITIONS. The following terms are defined for purposes of this Schedule as follows:

Annual Guaranteed Savings are the portion of the Total Guaranteed Savings guaranteed to be achieved in any one year of the Guarantee Term, calculated and adjusted as set forth in this Schedule.

Annual Savings are the Measurable Savings that occur in any one-year of the Guarantee Term plus the Stipulated Savings deemed achieved for that year.

Excess Savings are the amount by which the Annual Savings exceed the Annual Guaranteed Savings in any one-year of the Guarantee term.

Guarantee Term is the term of this Energy Savings Guarantee. As provided in Section 3.3 of the Contract, the Guarantee Term shall commence with the Guarantee Commencement Date and continue for a period of twenty (20) years.

Installation Period means the period between the Commencement Date and the first day of the month following the Substantial Completion Date. For purpose of the annual reconciliation, savings achieved during the Installation Period shall be considered savings achieved during the first year of the Guarantee Term.

Stipulated Savings are the savings that have been agreed by the parties shall be deemed achieved on the Substantial Completion Date and are set forth on Exhibit 3 of this Schedule. GRP and the City agree that Stipulated Savings may include, but are not limited to, future capital or operational costs avoided as a result of this Contract. City agrees and acknowledges that GRP shall not be responsible for the achievement of such Stipulated Savings, as the actual realization of those savings is not within GRP's control. City acknowledges that it has evaluated sufficient information to believe that the stipulated Savings shall occur. As a result, Stipulated Savings shall not be measured or monitored at any time during the Guarantee Term, but rather shall be deemed achieved on the Substantial Completion Date.

Total Guaranteed Savings are the amount of savings guaranteed that shall be achieved or deemed achieved during the Guarantee Term, calculated and adjusted as set forth in this Schedule.

Total Savings are the amount of savings actually achieved plus the Stipulated Savings, calculated and adjusted as set forth in this Schedule. Total Savings include all savings achieved during the Installation Period as well as Annual Savings during each year of the Guarantee Term.

2. GUARANTEE. GRP guarantees that the City shall save \$317,638 during the Guarantee Term, calculated and adjusted as set forth in the attached Utility Evaluation, Exhibit 2 to this Schedule. If the Annual Savings in any year of the Guarantee Term are less than the Annual

Guaranteed Savings for that year, GRP shall pay or credit the City with the difference, as described in paragraph 5 of this Schedule. Such payment or credit shall be the sole and exclusive remedy of the City for any failure by GRP to achieved guaranteed savings under this Guaranteed Energy Savings Contract, including any alleged breach of any other express or implied warranty of savings. GRP may credit any Excess Savings, in whole or in part, toward the Annual Guaranteed Savings in any future year of the Guarantee Term.

3. **RECONCILIATION.** Within 60 days after the Substantial Completion Date, or earlier if otherwise specified in this Performance Contract, GRP shall calculate the savings achieved during the Installation Period and advise the City of the amount of such savings. The frequency and the methods of reconciliation to be used during the Guarantee Term have been approved by the City at the time that this Contract was executed and are defined in the Exhibits attached to this Schedule. Except by mutual agreement of the parties, no changes to the frequency or methods of reconciliation may be made during the Guarantee Term; but, if a utility providing energy to the City modifies its method of billing during the Guarantee Term, or if the City changes its utility suppliers or method of purchasing, GRP may, at is option, adjust the reconciliation methods to methods appropriate to the utility's revised method of billing.
4. **CHANGES IN USE.** The City agrees to notify GRP, within five (5) business days, of any actual or intended change, whether before or during the Guarantee Term, in the use of any facility to which this Schedule applies, or of any other condition arising before or during the Guarantee Term, that reasonably could be expected to change the amount of energy used at any facility to which this Schedule applies. Such a change or condition would include, but is not limited to: changes in the primary use of any facility; changes to the hours of operation of any facility; changes or modifications to the Equipment or Services provided under this Guaranteed Energy Savings Contract; failure of the premises to meet local building codes; changes in utility suppliers, method of utility billing, or method of utility purchasing; improper maintenance of the Equipment or of any related equipment other than by GRP; change to the Equipment or to any facility required by changes to local building codes; or additions or deletions of energy-consuming equipment at any facility. Such a change or condition need not be identified in the Base Line or Benchmark in order to permit GRP to make an adjustment.

Upon receipt of such notice, or if GRP independently learns of any such change or condition, GRP shall calculate and send to the City a notice of adjustment to the Base Lien or Benchmark to reflect the impact of such change or condition, and the adjustment shall become effective as of the date that the change or condition first arose. Should the City fail to provide GRP with notice of any such change or condition, GRP may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

5. **SAVINGS SHORTFALLS.** If the Annual Savings during a specific year of the Guarantee Term, plus amounts credited from the Installation period and earlier years of the Guarantee Term are less than the Annual Guaranteed Savings for that year, GRP may apply the

difference against any unpaid balances from the City then existing under the Guaranteed Energy Savings Contract. If there are any remaining amounts, GRP may (a) carry over the difference to the next year of the Guaranteed Energy Savings Contract so as to increase the Annual Guaranteed Savings in that year or (b) at the City's written election, pay the City the remaining amounts. Upon the mutual agreement of the parties, GRP may also provide additional products or services, in the value of the shortfall, at no additional cost to the City. Where shortfalls have occurred, GRP reserves the right, subject to the approval of the City, which shall not be unreasonably withheld, to implement additional operational improvements or Cost Savings measures, at no cost to the City, that shall generate additional savings in future years of the Guarantee Term.

The following Exhibits are attached and made part of this Schedule:

- Exhibit 1 Stipulated Savings
- Exhibit 2 Utility Evaluation

Exhibit 1- Stipulated Savings

The savings identified below shall be Stipulated Savings (as defined above) under this Schedule. These savings are based on the verification approach prescribed for projects in which year over year savings are stipulated based on procedures for verifying that (1) baseline conditions have been defined; (2) the Work and equipment contracted to be installed have been installed; (3) installed Work and equipment , as completed at the end of construction, meets the requirements of the Contract in terms of quality; and (4) installed Work and equipment is operating and performing in accordance with the requirements of the Contract and the Contract Documents. This protocol is based on the guidelines for Measurement and Verification contained in the guidelines of the Federal Energy Management Program of the U.S. Department of Energy.

Energy and Operational Savings

1. An annual energy savings of \$0/ year for a non-escalated savings of 20 years over the term of the contract.
2. The operational savings for parts, labor, material and supplies for maintaining the facility as well as addressing the operational needs will be reduced by a minimum of \$317,641 over the term of the contract.
3. The energy and operational savings has been verified prior to contract acceptance and will be stipulated as cost savings going forward after the project has been accepted as being complete by the customer.
4. The bases for the energy savings is the period from 3/2012 to 2/2013. The City presently receives electricity from Com Ed and it is delivered to this location at a blended rate of \$0.0/KWH as follows for the above period of time:
 - a. Natural gas is presently received from NiCor Gas and the rate varies with the market. The average price for the above period is \$.0/Therm.
5. The energy usage reduction outline in the savings exhibit utilizes the base year utility rates. Actual dollar savings will vary based on fluctuations in utility cost. The facilities occupancy schedule as provide by the City is 8:00 AM to 5:00 PM Monday through Friday and is used for evening meetings. The temperatures during occupied periods to be maintained in the range of 70 to 74 degrees F. In unoccupied periods the air conditioning will be off and the heating will be set back to 60 degrees F. Adjustments to the savings may be required based on the installation of a functional cooling system on the ground and 1st level. It is the customer's responsibility to maintain the existing and new equipment at it full efficiency so no adjustments to the energy savings will be required.
6. The City Hall's usage during the base year:
 - a. Electrical Usage: 138,880 KWH
 - b. Gas Usage: 5861 therms

Exhibit 2 Utility Evaluation

NEW AIR DISTRIBUTION SYSTEMS

Customer: City of Dixon
Equipment: New Trane RTU's & AHU's
Date: 7/15/2013
Engineer: Bob Fogarty, P.E.

Total therms Used for Heating	5861
Efficiency of existing heating system	75%
Efficiency of new heating system	94%
Estimated Gas Cost	\$0.6/therm
Usage Savings: $5,861 * (.94 - .75)$	1,113 therms
Potential Saving:	\$690/year

NEW AIR DISTRIBUTION SYSTEMS

<u>Existing</u>	<u>HP</u>	<u>Operation</u>
AHU 1	7.5	24hrs/day
RTU 1	1	24hrs/day
RTU 2	1	24hrs/day
RTU 3	1	Automatic-Cycle mode
TOTAL	10.5	
<u>Existing Usage</u>		
9.5 HP * .746 KWH/HP * .8 * 24hrs/day * 365days/year		49,665 KWH/year

<u>New</u>	<u>HP</u>	<u>Operation</u>
AHU 1	1	7AM - 5PM
AHU 2	1	7AM - 5PM
AHU 3	1	7AM - 5PM
RTU 1	1	7AM - 5PM
RTU 2	1	7AM - 5PM
RTU 3	1	7AM - 5PM
TOTAL	6	
<u>Existing Usage</u>		
6 HP * .746 KWH/HP * .8 * 10hrs/day * 365days/year		13,069 KWH/year
Unit Savings: (49,665 - 13,069)		36,595 KWH/yr
Potential Savings: 36,595 KWH/yr * .011\$/KWH		\$4,025

SCHEDULE C: COMPENSATION TO GRP

1. CONTRACT SUM AND PAYMENT TERM. The City shall make payments to GRP for Work performed, as well as payments for Services rendered pursuant to the Services Schedule.

- (a) The Contract Sum to be paid by the City for the Work shall be a lump sum amount of Three Hundred Seventeen Thousand Six Hundred Thirty Eight Dollars (\$317,638). ~~The Contract Sum would be reduced to (\$282,638) if the City desires to reduce the scope by installing simple programmable thermostats in lieu of the control system described in Schedule A.~~ An initial down payment of 30% is due within 15 days of contract ratification. Progress payments (including payment for materials delivered to GRP and work performed on and off-site) shall be made to GRP.
- (b) Payment applications shall be submitted monthly based on the value of labor and materials incorporated in the work and for materials stored at the site. GRP will develop a schedule of values and submit the schedule of values to the City for review and approval. Progress payments shall be submitted on AIA standard documents to the City. Progress payments, less 5% retainage, shall be made no later than 30 days after submission.
- (c) If application is made for material not installed in the work, but delivered and stored at the site, GRP shall submit a stored material log.
- (d) Partial waivers of lien shall be provided for the prior month's application with the current application for payment submission.

Final payment, constituting the entire unpaid balance for the Work, excluding retainage, shall be made to GRP within 30 days after the Substantial Completion Date. Following Substantial Completion, retainage shall be paid when the remaining work is accomplished. When Final Completion of the project is agreed by both parties, retainage shall be paid to GRP within 30 days. Payments may be withheld on account of any breach of this Contract by GRP and claims by third parties (including GRP subcontractors and material suppliers), but only to the extent that written notice has been provided to GRP and GRP has failed, within ten days of the date of receipt of such notice, to provide adequate security to protect City from any loss, cost, or expense related to such claims.

SCHEDULE D: CONSTRUCTION AND INSTALLATION SCHEDULE

GRP shall prepare and submit to the City a detailed progress schedule for the Work which shall be consistent with the required completion date of October 1, 2013. The schedule shall show GRP's anticipated plan for prosecution of the Work and in a format reasonably acceptable to the City.

MASTER RETAIL ELECTRICITY SUPPLY AGREEMENT

This Master Retail Electricity Supply Agreement ("**Master Agreement**") is entered into as of NIMEC Customer Name. ("**Effective Date**") by and between <Customer Name> ("**Customer**") and Constellation NewEnergy, Inc. ("**CNE**"). CNE and Customer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**." This Master Agreement sets forth the general terms and conditions governing transactions for the purchase and sale of electricity and related products and services to one or more of Customer's accounts (each an "**Account**") as agreed to from time to time (each a "**Transaction**"). Each Transaction shall be evidenced by a pricing schedule, rider or other form of transaction confirmation (each a "**TC**"). This Master Agreement and each TC executed pursuant hereto shall constitute a single integrated agreement between the Parties (collectively referred to as the "**Agreement**"). Any conflict between the terms and conditions of this Master Agreement and any TC shall be resolved in favor of the TC. The Parties intend that they are legally bound by the terms of each TC from the moment each Party agrees to those terms via a duly executed, written TC. Nothing in this Master Agreement obligates either Party to enter into a TC at any time.

1. **CNE and Customer Obligations.** CNE shall sell and supply, and Customer shall purchase and receive, Customer's full requirements for electricity for each Account identified in a TC. CNE, in its sole discretion, may select such sources of energy as it deems appropriate to meet its obligations under the Agreement. Furthermore, CNE shall enroll each Account with the applicable UDC as being supplied by CNE and shall take such other actions with the applicable UDC and ISO necessary for CNE to meet its obligations under the Agreement. "UDC" means the local utility distribution company owning and/or controlling and maintaining the distribution system required for delivery of electricity to an Account. "ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity. CNE expressly acknowledges that Customer may participate, at Customer's sole discretion, in any ISO or Utility energy efficiency program, or demand response program on its own or with any registered Curtailment Service Provider, provided however that Customer shall make commercially reasonable efforts to give advance notice to CNE notifying it of Customer's participation in such program.

2. **Term of Master Agreement.** The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon 30 days prior written notice to the other; provided any TC will continue to be governed by this Master Agreement until the TC has been separately terminated or expired.

Term of TC. Each TC shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of this Master Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing CNE with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the TC reflect UDC information available at that time or as otherwise estimated by CNE. The actual meter read dates may occur on or about the dates set forth in the TC. CNE will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth in a TC. If CNE is unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. CNE shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond its control.

3. **Information and Authorization.** Customer hereby authorizes CNE to take such actions it deems necessary to enroll the Account(s) with the UDC as to be served by CNE and to otherwise meet its obligations under the Agreement. Customer's signature on a TC constitutes its written authorization for CNE to obtain from time to time from the UDC and ISO all current and historical energy billing, usage data and other related information. Customer shall take any actions, execute any documents and provide any information CNE reasonably requires. However, CNE will not use this authorization to contractually bind Customer without first obtaining Customer's written consent.

4. **Billing and Payment.**

Billing. After receiving Customer's usage for the Accounts, Customer will be billed for electricity usage and related products and services supplied under the Agreement in one of the following ways based on availability and eligibility of Customer's Account(s), which may change from time to time: (a) Dual Billing: Customer will receive two invoices, one from CNE for the Electricity Charge and one from the UDC for the amounts payable by Customer for services provided by the UDC ("Delivery Charges"); (b) UDC Consolidated Billing: Customer will receive one invoice from the UDC that includes both the Electricity Charge and the Delivery Charges; or (c) CNE Consolidated Billing: Customer will receive one invoice from CNE that includes both the Electricity Charge and the Delivery Charges. "Electricity Charge" means the product of (i) the fixed or variable price for electricity, and other related fixed and/or pass through charges for related products and services supplied, as set forth in the TC for each Account and (ii) the billing units associated with such charges during the applicable period.

Taxes. Customer shall pay all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under the Agreement, including any taxes enacted after the Effective Date (collectively, "Taxes"). CNE will apply all appropriate Taxes unless and until Customer provides a valid certification of tax exempt status. Each Party shall indemnify, defend and hold harmless the other Party from and against any Taxes for which the indemnifying Party is responsible. All Taxes invoiced to Customer under the Agreement will be included on the invoice or in the applicable fixed price as allowed by Law.

Estimates. CNE's ability to invoice Customer is dependent on the UDC's or ISO's ability to timely furnish CNE with all necessary information, including Customer's metered usage. When there is a delay in receiving information from the UDC, ISO and/or other third parties, CNE will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Interest shall accrue on such adjustments. For charges based on metered usage, if an Account is not equipped with meters that provide an hourly reading, CNE will use either applicable load profiles provided by the UDC or, in their absence, an otherwise reasonable allocation method.

Payment. CNE's invoices will be sent to Customer in accordance with CNE's normal billing cycle, as adjusted from time to time consistent with the applicable UDC's meter read dates. The invoices will state any applicable Electricity Charge, Delivery Charges, Taxes and other amounts related to the purchase and delivery of electricity. CNE's invoices are due and payable on the 20th day after the invoice date, or such other date as required by Law or as set forth in a TC ("Payment Date") to the address on the invoice, provided that, to the extent Customer falls under the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. (the "Prompt Payment Act") and the payment due date is in conflict with the "Prompt Payment Act", the Prompt Payment Act shall govern. In the event of a good faith reasonable billing dispute between CNE and Customer, CNE will continue to provide all services under this Agreement as long as Customer provides written notice of the nature and extent of its dispute on or before the date payment of the disputed invoice is due and makes payment of any non-disputed portion when due. Upon determination of the proper invoice amount, the Customer shall promptly pay the invoice amount along with any interest charge as set forth in this Agreement from and including the due date to and excluding the date paid. Invoices not paid on or before the Payment Date will accrue interest daily on outstanding amounts from the Payment Date until paid in full, at the lesser of 1.50% per month or the highest rate permitted by Law.

5. **Holdover.** If following termination or expiration of a TC (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by CNE, CNE may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, CNE will calculate Customer's invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) *times* (the applicable ISO-published Real Time Locational Based Marginal Price ("LMP") (or in NYISO Zone J, the ISO-published Day Ahead LMP) + the \$/kWh holdover fee set forth in each TC) + (a pass through of all costs and charges incurred by CNE for the retail supply of electricity to Customer) + Taxes. This Master Agreement will continue to govern the service of such Accounts during such holdover term. Either Party may terminate the holdover term at any time within its discretion at which time CNE will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.
6. **Adequate Assurance.** If CNE has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to Customer's performance under the Agreement, CNE may demand, in writing, adequate assurance of future performance from Customer in an amount equal to two (2) times the amount of the highest monthly invoices for each of Customer's Accounts during the twelve months immediately preceding CNE's demand ("Assurance Amount"). To satisfy a demand for adequate assurance, Customer shall provide the Assurance Amount by delivery to CNE of a cash deposit, a standby letter of credit or a parental guaranty in form and substance, and from an entity, reasonably satisfactory to CNE within 3 Business Days of the date of the written demand for the Assurance Amount. "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.
7. **Event of Default.** An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under the Agreement if not paid within 5 Business Days (or such longer period required by applicable Law) following written notice to Customer that a payment is past due; (b) any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within 5 Business Days after written notice from the other Party; (c) Customer fails to provide the Assurance Amount as provided in the Agreement; (d) the failure by a Party to perform any material obligation set forth in the Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder) where such failure is not cured within 5 Business Days after receipt of written notice thereof; or (e) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces



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in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).

8. **Remedies Upon Event of Default.** If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may in addition to all remedies available to it at Law or in equity, in its discretion, at any time, (i) suspend any deliveries hereunder and/or (ii) terminate the Agreement in whole or solely with respect to those Accounts adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). The Early Termination Date for any Accounts shall be no less than 30 calendar days from the date of written notice of termination. If the Agreement is terminated, the Non-Defaulting Party will in good faith calculate a termination payment. The Defaulting Party shall pay such termination payment together with any other amounts due as of such date to the Non-Defaulting Party within 3 Business Days of receipt of notice of the amount of the termination payment. The Parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. If Customer's property associated with an Account receiving electricity supply hereunder is closed, vacated, sold, or otherwise disposed of by Customer, then either Party may terminate the TC with respect to such Account upon 30 days written notice to the other Party, in which event Customer shall make a termination payment to CNE calculated in accordance with the next paragraph of this Section 8.

If Customer is the Defaulting Party, the termination payment shall be equal to the sum of: (i) the positive difference, if any, between the Energy Price or Retail Service Price set forth in the applicable TC and the Market Price, multiplied by the estimated undelivered volume of electricity which Customer would consume from the Early Termination Date through the original term of the TC, as reasonably calculated by CNE; (ii) CNE's Costs; and (iii) any unpaid amounts due from Customer to CNE prior to the Early Termination Date.

If CNE is the Defaulting Party, the termination payment shall be equal to the sum of: (i) the positive difference, if any, between the Market Price and the Energy Price or Retail Service Price set forth in the applicable TC, multiplied by the estimated undelivered volume of electricity which Customer would consume from the Early Termination Date through the original term of the TC, as reasonably calculated by Customer; (ii) Customer's Costs; minus (iii) any unpaid amounts due from Customer to CNE prior to the Early Termination Date.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party as a result of the Event of Default. The "Market Price" shall be the price of electricity and services as of the Early Termination Date under terms substantially similar to those of the applicable terminated TC. The Non-Defaulting Party may determine the Market Price of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment. Except for any unpaid amounts due prior to the Early Termination Date, no termination payment shall be owed by the Non-Defaulting Party to the Defaulting Party.

9. **Change in Law.** CNE may pass through or allocate, as the case may be, to Customer any increase or decrease in CNE's costs related to the electricity and related products and services sold to Customer that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to Customer.

10. **Representations and Warranties.** Each Party warrants and represents to the other (now and deemed repeated by each Party on each date on which a TC is executed and delivered) that: (i) it is duly organized, validly operating and in good standing under the Laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (iii) execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable Law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Customer warrants, represents and covenants that: (i) the data given and representations made concerning its Account(s) are true and correct; (ii) it is entering into the Agreement to purchase its energy requirements only and not for speculative or resale purposes; and that the energy purchased under the Agreement will be consumed at the facilities to which the Account(s) relate; (iii) it is the party of record of the Account(s), or if it is not the party of record, it has the authority to enter into and bind the party of record to the Agreement; and (iv) if Customer



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is a Governmental Entity, it will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of the Agreement. If it is a Governmental Entity, Customer covenants to obtain all necessary budgetary approvals, appropriations and funding for all of its obligations under the Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. **Force Majeure.** Notwithstanding any other provision of the Agreement, if a Party is unable to carry out any obligation under the Agreement due to a Force Majeure (other than a payment obligation for electricity supplied to Customer, which shall not be excused by Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as possible in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days or more, or where it is impossible or impracticable for the claiming Party to carry out any obligation under the Agreement due to the Force Majeure either Party may terminate the Agreement with respect to the Accounts adversely affected by the Force Majeure upon 15 days prior written notice. "Force Majeure" means an event not within the reasonable control of the Party claiming Force Majeure and that by the exercise of due diligence, such Party is unable to prevent or overcome in a commercially reasonable manner. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the UDC or ISO; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of either Party. However, a general change in market conditions allowing CNE to sell the power at a higher price, or the Customer to purchase power at a lower price, shall not in and of itself constitute Force Majeure.
12. **Indemnification; Limitations.** Each Party agrees, to defend, indemnify and hold harmless the other Party, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns, from and against all claims, losses, expenses (including reasonable attorneys' fees and court costs), damages, demands, judgments, causes of action or suits of any kind, including but not limited to, claims for personal injury, death, or property damage arising out of, or in connection with, the performance of a Party's obligation under the Agreement, to the extent caused by the negligence or willful misconduct of the indemnifying Party ("Claims"). Notwithstanding any other provision of the Agreement to the contrary and except in cases of gross negligence or willful misconduct, the entire liability of each Party for any and all Claims will be limited to direct actual damages, subject in all cases to an affirmative obligation of each Party to mitigate its damages, and neither Party will be liable for any consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits not contemplated this Agreement. Customer acknowledges and agrees that the UDC and ISO are exclusively responsible for the energy transmission and delivery system, that CNE has no independent control over their systems and will have no liability for any of their acts or omissions.
13. **DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THE AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CNE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
14. **Waiver and Severability.** Failure to provide notice of, or object to, any default under the Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of the Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in the Agreement to the fullest extent permitted by applicable Law.
15. **Assignment.** Customer may assign all its rights and obligations under the Agreement; provided (A) it gives CNE 45 days prior written notice of its intent to do so; (B) the assignee satisfies in full CNE's credit requirements; (C) the assignee assumes in writing all of Customer's obligations under the Agreement; and (D) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date. CNE may assign, sell, pledge, transfer, or encumber any of its rights and obligations under the Agreement or the accounts, revenues, or proceeds hereof to any: (A) bank, insurer, or other financial institution; (B) person or entity (i) succeeding to all or substantially all of CNE's assets or business or the division or region of CNE to which the Agreement relates or (ii) into which CNE is merged or otherwise combined or reorganized; provided (with respect to this clause (B)) the succeeding entity agrees to be bound to the Agreement; or (C) affiliate.
16. **Confidentiality.** Each Party agrees to keep all terms and provisions of the Agreement and all communications provided in connection with the Agreement, including the pricing offered to Customer, confidential to the extent not otherwise publicly available and not to disclose them to any



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third parties without the prior written consent of the other Party, except as otherwise required by Law. Each Party may disclose such information to its affiliates and to its and its affiliates' employees, agents, advisors; and on a need to know basis, to its independent contractors, provided each such recipient agrees to hold such information in confidence. CNE may disclose information respecting Customer to third parties that are representing Customer in the purchase of energy or related services. Furthermore, CNE may make such other disclosures to third parties of information, including aggregate consumption data, provided they are in a manner that cannot be reasonably expected to specifically identify Customer. If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.

17. **Choice of Law, Venue, Attorney Fees and Expenses.** The Agreement will be governed and interpreted in accordance with the laws of the state in which such Account is located (provided that the governing jurisdiction shall be deemed to be the State of Illinois if the matter at issue involves Accounts or matters in more than one state), without giving effect to conflict of law principles. Any controversy or claim arising from or relating to the Agreement will be settled in accordance with the express terms of the Agreement by a court located in the governing jurisdiction (and each Party hereto waives any right to object to venue in this regard). TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS COMETEMPALTED BY THE AGREEMENT.. If either Party pursues court action to enforce its rights under the Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable fees, expenses and costs, including attorneys' fees.
18. **Notices.** To be effective, all notices must be in writing delivered by hand, by certified mail return receipt requested, or by first class mail, or express carrier to the addresses provided in the TC. Notice by hand delivery shall be effective on the delivery date. All other notices shall be effective on the delivery date or the date delivery is attempted. A Party may change its address by providing notice of such change in accordance herewith. An authorized person may also name other authorized persons via email.
19. **Miscellaneous.** The Agreement embodies the Parties' entire agreement and understanding, supersedes all prior agreements and understandings (whether written or oral) regarding the subject matter of the Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under the Agreement, and each Party will provide its original signature upon request. Each Party authorizes the other Party to affix an ink or digital stamp of its signature to this Master Agreement and any TC, and agrees to be bound by a document executed in such a manner. No amendment or edits to the Agreement, including the TC(s) or any purchase orders, will be valid or given any effect unless signed by both Parties. The applicable provisions of the Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations of liability, the forum and manner of dispute resolution, and with respect to any indemnification obligations under the Agreement. The section headings used in this Master Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Master Agreement. The Parties acknowledge that any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest their admissibility as evidence in any proceeding. The rights, powers, remedies and privileges provided in the Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Law. CNE shall have the right to set-off and net against any amounts owed to it under the Agreement, including without limitation any early termination payment, any amounts owed by CNE to Customer under the Agreement or any other agreement between the Parties, including without limitation any Assurance Amounts. Except for Section 12 above, no third party will have any rights under the Agreement whatsoever and Customer will be fully responsible for any compensation owing any third party representing Customer in connection with the Agreement and will indemnify, defend and hold CNE harmless from all related Claims. Customer further authorizes CNE to utilize Customer's name for publicity and marketing purposes.
20. **Affirmation; Acknowledgements.** Customer affirms that it has read the Agreement in its entirety and agrees to the terms and conditions contained herein. Any ambiguity or question of intent or interpretation under the Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any provision of the Agreement. The Parties acknowledge and agree that: (i) CNE is an independent contractor under the Agreement and except as otherwise explicitly provided in the Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in the Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking; (ii) the Agreement and TCs entered into hereunder will constitute "forward contracts" and/or "swap agreements" under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 8 above will constitute contractual rights to liquidate them, and the Parties are entities entitled to the rights and protections afforded to "forward contracts" and "swap agreements" by the U.S. Bankruptcy Code; (iii) CNE is not Customer's consultant or advisor for any purpose including advice regarding the value or advisability of trading in "commodity interests" as defined in the Commodity



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Exchange Act, 7 U.S.C. §§ 1-25, et seq., as amended ("CEA"), including futures contracts and commodity options or any other activity which would cause CNE or any of its affiliates to be considered a commodity trading advisor under the CEA; and (iv) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any.

IN WITNESS WHERE OF, the Parties have executed this Master Agreement through their duly authorized representatives as of the Effective Date.

SELLER: CONSTELLATION NEWENERGY, INC.

CUSTOMER: <Customer Name>

By: _____

Print Name: _____

Title: _____

#11-C

CITY OF DIXON

ORDINANCE NO. _____

ORDINANCE AMENDING THE DIXON CITY CODE
TITLE VIII, CHAPTER 1 (POSITION OF DEPUTY FIRE CHIEF)

ADOPTED BY THE
COUNCIL
OF THE
CITY OF DIXON

THIS ____ DAY OF _____, 2013

Published in pamphlet form by authority of the Council of the City of Dixon, this ____ day
of _____, 2013.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE DIXON CITY CODE
TITLE VIII, CHAPTER 1 (POSITION OF DEPUTY FIRE CHIEF)**

BE IT ORDAINED by the Council of the City of Dixon, Illinois:

SECTION 1: That Title VIII, Chapter 1 of the Dixon City Code, 1963, as amended, is hereby further amended by amending Section 8-1-1 to read as follows:

“FIRE DEPARTMENT ESTABLISHED: There is hereby established a department of Municipal government of the City which shall be known as the “Fire Department” and which shall embrace the Chief of the Fire Department, a Deputy Chief, three (3) fire captains, three (3) fire lieutenants, and such number of firemen as the Council may determine to be necessary.”

SECTION 2: That Title VIII, Chapter 1 of the Dixon City Code, 1963, as amended, is hereby further amended by amending Section 8-1-2 to read as follows:

“APPOINTMENTS: The Chief of the Fire Department shall be appointed by the Council upon the recommendation of the Commissioner of Public Health and Safety and shall hold his office from and after his appointment until discharged by order of the Council. He shall, before he enters upon the duties of his office, take and sign the oath prescribed by law for City officials. The three (3) fire captains, three (3) fire lieutenants and all other firemen shall be appointed by the Board of Police and Fire Commissioners of the City as provided by law. The Chief of the Fire Department may, from time to time, appoint from the ranks of the three (3) fire captains or three (3) fire lieutenants a Deputy Chief to perform such administrative duties as may be prescribed from time to time by the Chief of the Fire Department.”

SECTION 3: That Title VIII, Chapter 1 of the Dixon City Code, 1963, as amended, is hereby further amended by amending Section 8-1-3 to read as follows:

“(A) No person shall be appointed or employed as Chief of the Fire Department unless first satisfactorily completing such tests as may be required by the Council.

(B) No person shall be appointed or employed as Chief of the Fire Department, Deputy Chief, captain, lieutenant or fireman who does not comply with the requirements as stated in article II of the Rules and Regulations of the Board of Police and Fire Commissioners of the City. Any person receiving an appointment or being employed as Chief of the Fire Department shall, within six (6) months after such appointment or employment, establish and continually maintain his/her domicile within the City limits of Dixon, Illinois. All other persons employed as a fireman shall, within six (6) months after such appointment or employment, establish and continually maintain his/her domicile within five (5) miles of the City limits of Dixon, Illinois. Any person failing to

adhere to this Section shall be discharged from the Fire Department.”

SECTION 4: That Title VIII, Chapter 1 of the Dixon City Code, 1963, as amended, is hereby further amended by amending Section 8-1-12 to read as follows:

“ABSENCE OF CHIEF: In the case of the absence or temporary disability of the Chief of the Fire Department, the Deputy Chief shall take charge of the organization and he/she shall have and exercise all of the powers of the Chief of the Fire Department. If both the Chief of the Fire Department and the Deputy are absent or temporarily disabled, the senior captain shall take charge of the organization and he/she shall have and exercise all of the powers of the Chief of the Fire Department.”

SECTION 5: That Title VIII, Chapter 1 of the Dixon City Code, 1963, as amended is hereby further amended by repealing Section 8-1-18.

SECTION 6: That Title VIII, Chapter 1 of the Dixon City Code, 1963, as amended is hereby further amended by repealing Section 8-1-19.

SECTION 7: In all other respects, Title VIII, Chapter 1 shall remain in full force and effect.

SECTION 8: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 9: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 10: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 11: This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law.

Passed by the Mayor and the City Council of the City of Dixon on the _____ day of _____, 2013.

MAYOR

ATTEST:

City Clerk



#12-A

WARD, MURRAY, PACE & JOHNSON, P.C.
LAW OFFICES

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JOSEPH E. HEATON, JR.
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OF COUNSEL:
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LAURENCE F. JOHNSON
ROBERT E. BRANSON
JAMES L. REESE

REPLY TO DIXON OFFICE

July 29, 2013

Mayor James Burke
City of Dixon
121 West Second St.
Dixon, IL 61021

RE: Katherine Shaw Bethea Hospital

Dear Mayor Burke:

Enclosed is a draft of a petition requesting that the Lee County Circuit Court amend its June 26, 1978 decree regarding the qualifications for and the process of appointing persons to the board of directors of Katherine Shaw Bethea Hospital. Both the Hospital and the Illinois Attorney General's office have reviewed the proposed petition. The Attorney General's office has informed us that it has no problem with the form or content of the petition and that if the Hospital and the City are in favor of the petition, that it will enter into an agreed order approving the relief requested in the petition.

Before the petition is filed with the Lee County Circuit Clerk, it will of course need to be presented to the City Council for its consideration and approval. I am requesting that this matter be placed on the agenda of the regular City Council meeting on August 19, 2013. Dave Schreiner has agreed to appear before the City Council that evening to present the reasons for the petition.

Please contact me should you have any questions or concerns regarding this matter.

Sincerely,

WARD, MURRAY, PACE & JOHNSON, P.C.

By: _____


Robert T. LeSage, III

RTL/gm
Enclosure

STERLING (815) 625-8200
FAX (815) 625-8363

MILLEDGEVILLE (815) 225-7300

DIXON (815) 284-8200
FAX (815) 284-0926

STATE OF ILLINOIS
CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
LEE COUNTY, ILLINOIS

KATHERINE SHAW BETHEA HOSPITAL,
an Illinois Not-For-Profit Corporation
and the CITY OF DIXON, an Illinois
Municipal Corporation,

Petitioners,

vs.

LISA MADIGAN, Attorney General of the State of
Illinois,

Respondents.

NO. _____

PETITION TO REFORM
A TRUST

Now come Petitioners, KATHERINE SHAW BETHEA HOSPITAL, an Illinois Not-For-Profit Corporation, and the CITY OF DIXON, Illinois, an Illinois Municipal Corporation, and hereby respectively petition the court as follows:

1. Katherine Shaw Bethea Hospital ("Hospital") is a general not-for-profit corporation duly organized and existing under and by virtue of the laws of the State of Illinois with its principal place of business in Dixon, Lee County, Illinois.
2. The City of Dixon is a municipal corporation duly organized and existing under and by virtue of the laws of the State of Illinois and located in Lee County, Illinois.
3. Respondent, Lisa Madigan, is the Attorney General for the State of Illinois and is the officer of the State of Illinois vested with the power to represent the public interest in the enforcement of a charitable trust under Section 12 of the Charitable Trust Act, 760 ILCS 55.
4. Subsequent to the Hospital's incorporation in 1893, the City Council of the City of Dixon, Illinois ("City Council") on November 1, 1895 passed an ordinance authorizing the

establishment and maintenance of a hospital upon the following real property owned by Solomon H. Bethea:

The South 150 feet of lots four, five and six, in block one, of the Original Town, now City of Dixon, Illinois

Said ordinance authorized the City's Mayor, with the approval of its City Council, to appoint a Board of nine women directors of the Hospital. The ordinance also provided that any person desiring to make donations of personal or real property for the Hospital should have the right to vest title thereof in said Board of Directors to be held and controlled by said Board, when accepted, according to the terms of the deed, gift, devise or bequest, and as to such property said Board would be held and considered to be a special trustee. A copy of the 1895 City ordinance is attached as Exhibit 1.

5. At the meeting of the City Council held on November 1, 1895, nine women were appointed by the Mayor as the initial Board of Directors of said Hospital.

6. By a deed recorded in the Recorder's Office of Lee County, Illinois on May 26, 1896 (the "Bethea Deed"), Solomon H. Bethea, in memory of his wife, Katherine Shaw Bethea, conveyed to said Board of Directors and their successors, in trust, for the use and purpose of a hospital, the real property described in the City's November 1, 1895 ordinance. The Bethea Deed, a copy of which is attached as Exhibit 2, provided in part, as follows:

"So long as the City Council of the City of Dixon shall contribute or appropriate annually at least Five Hundred Dollars for the purposes of said Hospital, if called upon by said Board of Directors so to do, to be spent under the direction of said Board, as required by resolution or ordinance of said City Council. [sic] The Mayor, with the approval of the City Council, shall on or before the first day of January following such contribution or appropriation, appoint directors to fill all vacancies occurring on the Board in such year, whether from expiration of term or other cause."

nominee for the office of Director for each existing vacancy and for each such post scheduled to be vacated by expiration of the term of a current director on the next succeeding January first. A nominee to be selected shall receive at least three affirmative votes from the selection committee. The slate of nominees shall then be presented to the City Council of the City of Dixon for individual approval by a majority of the Council. Nominees so approved shall then enter upon the duties of their office on the next succeeding January 1 following the date of their approval or upon the date of approval by the City Council if such date shall be subsequent thereto.

In the event a majority of the Council shall fail to approve any nominee, the nominating committee shall hold such subsequent meetings as shall be necessary and submit additional nominees until all offices of director of said hospital shall be filled.

- B. All qualified persons not under legal age or other disability which would prevent their performance of the duties of Director and who reside within a radius of 25 miles of the City of Dixon, Illinois, shall be eligible to serve in such capacity. There shall be no discrimination in the selection of Directors because of race, color, creed or sex. Notwithstanding the foregoing, nothing herein contained shall prohibit the Board of Directors of the Hospital from adopting a by-law limiting the number of consecutive terms a member may serve.
- C. Prohibition of physicians to act as directors of the Hospital is hereby removed, and one physician otherwise qualified to so act shall be eligible to serve in such capacity.
- D. The Mayor may, by and with the consent of the City Council, remove any director for misconduct or neglect of duty.
- E. The Board of Directors shall at least once each year make an annual report to the City Council of their acts and doings and show all moneys received by them and expended.
- F. In the event two-thirds or more of the offices of directors of the Hospital are vacated, whether by reason of removal, resignation, or any reason whatsoever, singularly or in combination in any one year, the Mayor shall, with the approval of the Council, appoint all directors to fill such vacancies for the appropriate terms notwithstanding Paragraph A above.

12. The healthcare field is rapidly changing and requires that persons serving on the Hospital's Board of Directors become familiar with and have knowledge and experience dealing in a wide array of complex issues and regulatory requirements. Based upon that knowledge and

experience, the Hospital's Board of Directors is best suited for nominating persons for the City Council to consider as possible Board members.

13. The Hospital would benefit from increasing the size of its Board of Directors from ten to fourteen persons.

14. The Hospital would further benefit by having a person serve on its Board of Directors who is not required to reside within 25 miles of the City of Dixon. By allowing one Director to reside outside the 25 mile radius, the City Council could appoint a person to the Board who may have considerable experience in dealing with the complex issues confronting the hospital industry.

15. A reformation of the Bethea Deed to provide for the following would not defeat or substantially impair the accomplishment of the purpose of the trust created by said deed:

- A. A committee comprised of two current directors on the Board (neither of whose terms are due to expire in less than one year), the Board Chairperson and the Hospital CEO select a slate of nominees for a vacancy on the Board of Directors. The slate of nominees shall then be presented to the City Council for individual approval by a majority of the members of the City Council.
- B. The Board of Directors of the Hospital consists of not less than nine and not more than fourteen members, one of which may be a physician.
- C. Directors shall reside in the City of Dixon or within a 25 mile radius of the location of one of the Hospital's existing health facilities. Provided, however, one of the directors shall not be subject to any residency requirement.
- D. Each year the Hospital shall present to the City Council a copy of its annual report.

- E. No annual fee shall be due from the City to the Hospital.

WHEREFORE, Petitioners pray and request:

1. That the Court reform the Trust created by Solomon H. Bethea on May 26, 1896, by the deed conveying certain real property to the original Board of Directors of Katherine Shaw
-----Bethea Hospital, to provide as follows:-----

- A. A committee comprised of two current directors on the Board (neither of whose terms are due to expire in less than one year), the Board Chairperson and the Hospital CEO select a slate of nominees for a vacancy on the Board of Directors. The slate of nominees shall then be presented to the City Council for individual approval by a majority of the members of the City Council.
- B. The Board of Directors of the Hospital consists of not less than nine and not more than fourteen members, one of which may be a physician.
- C. Directors shall reside in the City of Dixon or within a 25 mile radius of the location of one of the Hospital's existing health facilities. Provided, however, one of the directors shall not be subject to any residency requirement.
- D. Each year the Hospital shall present to the City Council a copy of its annual report.
- E. No annual fee shall be due from the City to the Hospital.

2. For such other, further and additional relief as the Court may deem just and proper.

DATED: _____

KATHERINE SHAW BETHEA HOSPITAL,
An Illinois General Not-For-Profit Corporation

CITY OF DIXON, an Illinois
Municipal Corporation

By: _____

By: _____

Its: _____

Its: _____

Prepared by:

Joseph E. Heaton, Jr.
Ward, Murray, Pace & Johnson, P.C.
Attorneys for Petitioners
226 West River Street
Dixon, IL 61021

Exhibit 1
1895 City Ordinance
(see attached)

KATHERINE SHAW BETHEA HOSPITAL

KATHERINE SHAW BETHEA HOSPITAL

An ordinance establishing a public hospital in the City of Dixon, Illinois, and regulating the control thereof:

Be it ordained by the City Council of the City of Dixon, Illinois:

Section 1. That there be established and maintained by the City of Dixon, Illinois, in said City, a public hospital for the use and benefit of the inhabitants of said City, upon the south 150 feet of lots four, five and six, in block one, of the Original Town, now City of Dixon, Illinois.

Section 2. The Mayor of the said City of Dixon shall, with the approval of the City Council, appoint a board of nine women directors for the same, chosen from the citizens at large, with reference for their fitness for such office.

Section 3. Said directors shall hold office, one-third for one year, one-third for two years and one-third for three years, from the first day of January following their appointment, and at their first regular meeting shall cast lots for their respective terms; and annually thereafter the Mayor shall before the first of January of each year, appoint as before three directors to take the places of the retiring directors, who shall hold office for three years, and until their successors are appointed. The Mayor may, by and with the consent of the City Council, remove any director for misconduct or neglect of duty.

Section 4. Vacancies in the Board of Directors, occasioned by removal, resignation or otherwise, shall be reported to the City Council and shall be filled in like manner as original appointments, and no director shall receive compensation for services.

Section 5. Said directors shall after appointment meet and organize by the election of one of their members president, and by the election of such other officers as they may deem necessary. They shall make and adopt such by-laws, rules and regulations for their own guidance and for the government of the hospital as may be expedient, and have the exclusive control and management of said hospital and all its affairs.

EXHIBIT PLTF 1-A

Exhibit 2
Bethea Deed
(see attached)

KATHERINE SHAW BETHEA HOSPITAL

HOSPITAL DEED

The grantor, Solomon H. Bethea, (widower), of the City of Dixon, County of Lee and State of Illinois, for and in consideration of one dollar, and other good and sufficient consideration to him moving, in memory of his wife, Katherine Shaw Bethea, conveys and Warrants unto Mary A. Noble, Elizabeth J. Shaw, Kittie H. Finley, Susan A. Smith, Delia L. Watson, Anna L. Geisenheimer, Louisa B. Cummins, Sarah Brubaker and Nellie McMartin, as a Board of Directors appointed on the first day of November, A.D. 1895, by the City Council of the City of Dixon, and unto their successors, as herein and by an ordinance of said City Council provided for, forever, all the following described real estate, to-wit: The south one hundred and fifty (150) feet of lots four (4), five (5) and six (6), in block one (1), in the original Town (now City) of Dixon, in the County of Lee and State of Illinois.

To have and to hold the same in trust, solely and exclusively for the use and purposes of a public hospital, subject to the following conditions and limitations only, to-wit:

1st.—Said Board of Directors shall adopt such by-laws, rules and regulations for their own guidance and for the government of the hospital as they may deem expedient, and shall have the exclusive control and management of said hospital and all its affairs, except as to money appropriated for the purposes of said hospital by the City of Dixon, which appropriation they shall use and expend under the direction of the City Council of said City. They shall also at least once each year make a report to said City Council of all their acts and doings and show how all moneys received by them are expended, and which, so far as the moneys appropriated by said City Council are concerned, shall be approved by it.

2d.—Said Mary A. Noble, Elizabeth J. Shaw, and Kittie H. Finley shall continue in office as members of said board, until January 1st, 1899, and said Susan A. Smith, Delia L. Watson and Anna L. Geisenheimer shall continue in such office until January 1st, 1898, and said Louisa B. Cummins, Sarah Brubaker and Nellie McMartin shall continue in such office until January 1st, 1897, and until their respective successors are appointed. Thereafter their successors shall be appointed for the term of three years from the expiration of the term of their respective predecessors.

3d.—So long as the City Council of the City of Dixon shall contribute or appropriate annually at least five hundred dollars for the purpose of said Hospital, if called upon by said Board of Directors so to do, to be spent under the direction of said Board, as required by resolution or ordinance of said City Council, the Mayor, with the approval

EXHIBIT PLTE-2A

KATHERINE SHAW BETHEA HOSPITAL

of the City Council, shall on or before the first day of January following such contribution or appropriation, appoint directors to fill all vacancies occurring on the Board in such year, whether from expiration of term or other cause.

In the event that the City Council shall neglect or refuse to make such contribution or appropriation, in any year, when called upon as to do by said Board of Directors, said Mayor and City Council shall thereby forfeit their right to fill such vacancies as may exist on the first day of January following such neglect or refusal, and, also, the right, in the absence of later contribution as aforesaid during such year, to fill other vacancies.

In the event of such forfeiture, or if for any other reason the Mayor and City Council fail to fill vacancies in said Board, the Circuit Court of said Lee County may, on the chancery side thereof, on a bill in Chancery filed by any number of citizens of Dixon, not less than ten, fill such vacancies.

For the purposes of this section, a year shall be considered as extending from January first of one year to and including the first day of January of the succeeding year.

4th.—Said Directors shall forever be chosen from the women citizens of said City of Dixon, and no physician shall ever be a member of said Board.

5th.—The removal of any member of said Board from said City shall operate to vacate her office.

6th.—Said Directors and their successors forever shall serve without compensation and in no event shall any of the funds of said Hospital, whether general or special, ever be used, either directly or indirectly, to compensate any member of said Board for services rendered. Neither shall the above conveyed property, nor any of the funds of said Hospital, be used for any purposes of gain or profit, except such gain or profit as shall be again used for the purposes of such Hospital.

7th.—Said Board of Directors shall, at all times, have the right to accept any and all donations of money, personal property or real estate, for the use and benefit of such Hospital, and when accepted to hold and control the same, according to the terms of the deed, gift or bequest of the property, and as to such property the said Board shall be held and considered to be special trustees.

8th.—If in the years to come conditions shall so change as to make it seem to said Board necessary to dispose of all the property conveyed by this deed, said Board may, by the unanimous consent of all its members, (there being no vacancies on the Board) sell and convey said property, provided the proceeds thereof shall be invested in other property, to be used for the same purposes and conducted in the same manner, forever, as herein provided.

9th.—There shall never be any discrimination, either in the choosing of Directors or in the admission of patients, or in the selection of employees, on account of religion, nationality or politics. Nor in the employing of physicians shall there be any discrimination between the different schools of medicine.

SOLOMON E. BETHEA (seal)

State of Illinois, Lee County, ss.

I, Henry E. Dixon, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Solomon E. Bethea, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he signed, sealed and delivered the said instrument.

KATHERINE SHAW BETHEA HOSPITAL

as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this twenty-sixth day of May, A.D. 1898.

HENRY S. DIXON, Notary Public.

State of Illinois, Lee County, ss.

Filed May 26, 1898, at 3 o'clock P.M., and recorded in Book 71 of Deeds, at page 138.

IRA W. LEWIS, Recorded.

CHAPTER 8
HOSPITAL BOARD

SECTION:

- 2-8-1: Hospital Establishment
2-8-2: Board of Directors; Appointment
2-8-3: Terms of Office
2-8-4: Vacancies
2-8-5: Organization
2-8-6: Donations
2-8-7: Appropriations

2-8-1: HOSPITAL ESTABLISHMENT: There is established and maintained by the City, a public hospital for the use and benefit of the inhabitants of the City, upon the south one hundred and fifty feet (150') of lots four, five and six, in block one, of the Original Town, (now City) of Dixon, Illinois. (R.O. 1950)

2-8-2: BOARD OF DIRECTORS; APPOINTMENT: The Mayor of the said City of Dixon shall, with the approval of the City Council, appoint a board of nine (9) directors for the same, chosen from the citizens at large within the City or within a two (2) mile radius thereof with reference to their fitness for such office. (Ord. 661; 4-13-71)

2-8-3: TERMS OF OFFICE: The Directors shall hold office, one-third (1/3) for one (1) year, one-third (1/3) for two (2) years, and one-third (1/3) for three (3) years, from the first day of January following their appointment, and at their first regular meeting shall cast lots for their respective terms; and annually thereafter the Mayor shall before the first of January of each year, appoint as before three (3) Directors to take the places of the retiring Directors, who shall hold office for three (3) years, and until their successors are appointed. The Mayor may, by and with the consent of the Council, remove any Director for misconduct or neglect of duty.

2-8-4: VACANCIES: Vacancies in the Board of Directors, occasioned by removal, resignation or otherwise, shall be reported to the Council, and shall be filled in like manner as original appointments, and no Director shall receive compensation for services.

2-8-5: ORGANIZATION: The Directors shall, after appointment, meet and organize by the election of one (1) of their members President, and by the election of such officers as they may deem necessary.



COPY

2-8-5

2-8-7

They shall make and adopt such bylaws, rules and regulations for their own guidance and for the government of the hospital as may be expedient, and have the exclusive control and management of the hospital and all its affairs.

2-8-6: **DONATIONS:** Any person desiring to make donations of money, personal property or real estate for the benefit of the hospital, shall have the right to vest the title of the money or real estate so donated, in the Board of Directors created under this Chapter, to be held and controlled by the Board, when accepted, according to the terms of the deed, gift, devise or bequest of the property; and as to such property and Board shall be held and considered to be special trustees.

2-8-7: **APPROPRIATIONS:** So long as the Council shall contribute or appropriate annually at least five hundred dollars (\$500.00) for the purposes of the hospital, if called upon by the Board of Directors so to do, to be spent under the direction of the Board, as required by resolution or ordinance of the Council, the Mayor, with the approval of the Council, shall on or before the first day of January following such contribution or appropriation, appoint Directors to fill all vacancies occurring on the Board in such year, whether from expiration of term or other cause.

In the event that the Council shall neglect or refuse to make such contribution or appropriation, in any year, when called upon so to do by the Board of Directors, the Mayor and Council shall thereby forfeit their right to fill such vacancies as may exist on the first day of January following such neglect or refusal, and, also, the right, in the absence of later contribution as aforesaid during such year, to fill other vacancies.

In the event of such forfeiture, or if for any other reason the Mayor and Council fail to fill vacancies in the Board, the Circuit Court of Lee County may, on the chancery side thereof, on a bill in Chancery filed by any number of citizens of the City, not less than ten (10), fill such vacancies.

For the purposes of this Section, a year shall be considered as extending from January first of one (1) year to and including the first day of January of the succeeding year. 1. (R.O. 1950)



#12-C
Strand Associates, Inc.[®]
1170 South Hoboist Road
Joliet, IL 60431
(P) 815-744-4200
(F) 815-744-4215

August 14, 2013

City of Dixon
121 West Second Street
Dixon, IL 61021

Attention: Mayor James G. Burke

Re: Agreement for Technical Services

This is an Agreement between the City of Dixon, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide technical services (Services). This Agreement shall be in accordance with the following elements.

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 13-01.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted. If necessary, additional Service Elements Not Included may be identified in each subsequently issued Task Order.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.

2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.

City of Dixon
Page 2
August 14, 2013

3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the Task Order-specified project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Geotechnical Engineering: It is anticipated that geotechnical engineering information will be provided through OWNER and OWNER's geotechnical consultant. If soil borings are required, ENGINEER will assist OWNER in direct procurement of drilling services.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the Task Order-specified project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

City of Dixon
Page 3
August 14, 2013

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum and estimated fees for the Services are based on wage scale/hourly billing rates, adjusted annually on July 1, that assume the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the fee that reflects any wage scale adjustments made.

The lump sum and estimated fees will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, and changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on September 2, 2013. This Agreement will terminate two years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

City of Dixon
Page 4
August 14, 2013

3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. However, ENGINEER will recommend to OWNER that payment not be made to contractor for work that is not in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

City of Dixon
Page 5
August 14, 2013

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Illinois Environmental Protection Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly statements. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

City of Dixon
Page 6
August 14, 2013

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a trial in a court of competent jurisdiction within the State of Illinois.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF DIXON

Matthew S. Richards
Corporate Secretary

Date

James G. Burke
Mayor

Date



Strand Associates, Inc.®

1170 South Hobolt Road

Joliet, IL 60431

(P) 815-744-4200

(F) 815-744-4215

Task Order No. 13-01
City of Dixon, Illinois (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Technical Services Agreement dated August 14, 2013

Project Information

Services Name: Supervisory Control and Data Acquisition (SCADA) Upgrade

Services Description: Assist OWNER in updating its SCADA system computer hardware and software.

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Assist OWNER in specifying and configuring three new OWNER-purchased SCADA computers, which will ship to ENGINEER's office in Joliet, Illinois.
2. Install Wonderware Intouch 2012 and pcAnywhere software and related drivers on the new OWNER-purchased SCADA computers.
3. Transfer graphics and data from OWNER's existing SCADA computer to the new OWNER-purchased SCADA computers.
4. Support Hach in converting OPS32 reporting application to HachWIMs.
5. Provide system documentation for the new SCADA computers and software.
6. Prepare a Bill of Materials for ControlLogix gateway for OWNER's use in procuring the equipment from a System Integrator. Compare submittal from System Integrator to installation requirements set forth in the Bill of Materials and note discrepancies.
7. Provide up to eight hours of remote support following installation.
8. Make one eight-hour site visit to install the three SCADA computers and perform services noted in items 2 and 3.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of \$6,500.

City of Dixon
Task Order No. 13-01
Page 2
August 14, 2013

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of September 2, 2013. Services are scheduled for completion on November 29, 2013.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF DIXON

Matthew S. Richards
Corporate Secretary

Date

James G. Burke
Mayor

Date