

COUNCIL OF THE CITY OF DIXON, ILLINOIS  
REGULAR COUNCIL MEETING  
COUNCIL CHAMBERS - CITY HALL  
TUESDAY – JANUARY 3, 2017  
5:30 P.M.

A G E N D A

1. Call to Order
2. Roll Call
3. Pledge of Allegiance/Invocation
4. WORK SESSION - None
5. Approval of Minutes
6. Approval of Total Labor & Outside Claims
7. City Manager Report
8. Council Reports
  - A. Mayor Arellano
  - B. Councilman Bishop
  - C. Councilman Marx
  - D. Councilman Tucker
  - E. Councilman Venier
10. Boards & Commissions Reports
  - A. Monthly Building Permit Report
11. Visitors/Public Comment
12. Motions
  - A. Refer the petition for variance to the City Attorney for proper action.
  - B. Approval of Collective Bargaining Agreement between City of Dixon and FOP
  - C. Discussion and possible approval of agreement for services for the Fargo Creek Dam Emergency Action Plan.
  - D. Discussion and possible approval of Dixon One Lease.
  - E. Discussion and possible approval of farm lease
13. Executive Session
  - A. Collective negotiation matters between public employers and the employees or representatives pursuant to Section 2(c)(1) of the Open Meetings Act.
  - B. Sale or purchase of property pursuant to Section 2(c)(3) of the Open Meetings Act.
14. Adjournment

The City of Dixon, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of this meeting or facilities, contact the ADA Coordinator at (815) 288-1485 to allow the City of Dixon to make reasonable accommodations for those persons.

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**SUPPLEMENTAL INFORMATION**

12. Motions

- A. Refer the petition for variance to the City Attorney for proper action - Sign variance requested by Dixon Equity Group, LLC at outlot on Keul Rd Route 26.
- B. Approval of Collective Bargaining Agreement between City of Dixon and FOP.
- C. Discussion and possible approval of agreement for services for the Fargo Creek Dam Emergency Action Plan. Considering contract with engineering firm to develop a required EAP for the Fargo Creek dam.
- D. Discussion and possible approval of Dixon One Lease. The City is looking to lease the building on S. Hennepin to Dixon One.
- E. Discussion and possible approval of farm lease. The City leases farm land by the airport and is approving a new lease.

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COUNCIL OF THE CITY OF DIXON, ILLINOIS  
COUNCIL CHAMBERS – CITY HALL  
MONDAY, DECEMBER 19, 2016  
5:30 P.M.

CALL TO ORDER

The meeting was called to order by Mayor Arellano.

ROLL CALL/INVOCATION

Councilmen Venier, Bishop, Marx, Tucker and Mayor Arellano answered Roll Call. The Pledge of Allegiance was cited. Rev. Mary Ann Rhodes from St. Luke Episcopal Church gave the Invocation.

DIXON SISTER CITIES ASSOCIATION PRESENTATION

David Nelson, from the Dixon Sister Cities Associations, gave a brief summary of the history of Dixon Sister Cities. He told the Council that Herzbog, Germany has invited a group from Dixon to visit them in September 2017. Mayor Arellano said that he was interested in visiting Herzbog.

APPROVAL OF MINUTES

Councilman Bishop moved that the minutes of the Regular Council Meeting of Monday, December 5, 2016, and the Special Council Meeting of Monday, December 12, 2016 be accepted and placed on file. Seconded by Councilman Tucker. Voting Yea: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. Voting Nay: None. **Motion carried.**

APPROVAL OF TOTAL LABOR & OUTSIDE CLAIMS

Councilman Marx moved that the Total Labor & Outside Claims in the amount of \$238,725.31 be approved and ordered paid. Seconded by Councilman Bishop. Voting Yea: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. Voting Nay: None. **Motion carried.**

ACCEPTANCE OF YTD FINANCIAL SUMMARY

Councilman Tucker moved that the YTD Financial Summary through November 30, 2016 be accepted. Seconded by Councilman Venier. Voting Yea: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. Voting Nay: None. **Motion carried.**

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CITY MANAGER REPORT

City Manager O'Donnell stated that the tests for lead paint have been completed and meet our standards. The City only had minor problems with snow removal over the weekend.

COUNCIL REPORTS

Mayor Arellano mentioned that he received the 2016 Illinois' National Ranking and plans to review it. Councilman Venier reminded everyone to shop smart and shop local. Councilman Marx thanked Public Works for the snow removal over the past weekend.

BOARD & COMMISSIONS REPORTS

Mayor Arellano reported that the Library Board minutes are on file with the Clerk and available for inspection.

ORDINANCE #3026 – AMENDING RESTRICTIONS ON LIQUOR LICENSES

Councilman Venier moved that an Ordinance amending the Dixon City Code Title V, Chapter 13, Section 5-13-4 with respect to restrictions on liquor licenses be passed. Seconded by Councilman Tucker. Mayor stated that if construction is being done, they can request more time. Attorney LeSage said that what we want to do is be consistent with other communities. Voting Yea: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. Voting Nay: None. **Motion carried.**

RESOLUTION 2580-16 – TEMPORARY CLOSURE OF IL RTE 2 FOR 2017  
SHAMROCK SHUFFLE

Councilman Bishop moved to approve the closure of Eastbound Illinois Route 2 between N. Lincoln and Page Park Drive on Saturday, March 11, 2017 between the hours of 7:30 and 10:30 a.m. for the purpose of the Shamrock Shuffle sponsored by the YMCA. Seconded by Councilman Marx. Voting Yea: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. Voting Nay: None. **Motion carried.**

MAINTENANCE AGREEMENT BETWEEN THE CITY AND IDOT WITH  
RESPECT TO GALENA AVE BRIDGE

Councilman Marx moved to approve an agreement between the City and IDOT with respect to maintenance of the Galena Ave Bridge. Seconded by Councilman Venier. Attorney LeSage said this agreement addresses the gray areas in the previous agreement. Mayor mentioned that he made sure that we have the option to keep the nice railings or

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have IDOT put theirs up when the bridge is redone. Until that time, the decorative railings are the City's responsibility. Voting Yea: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. Voting Nay: None. **Motion carried.**

AGREEMENT FOR SERVICES FOR THE FARGO CREEK DAM EMERGENCY  
ACTION PLAN

Councilman Tucker moved to approve an agreement for services between the City and V&K Engineering, not to exceed \$47,880, with respect to the Fargo Creek Dam emergency action plan. Seconded by Councilman Bishop. City Manager O'Donnell told the Council that if we keep the plan up to date, the annual cost will not be as large. Councilman Marx questioned if we even had competitive bids. City Manager O'Donnell said that he spoke with Willet and Hoffman today and they want to use 30 year old data. Things have changed in 30 years. Mayor recommended speaking with DNR and putting this off. City Manager O'Donnell and Public Works Director Terry Weter will speak with DNR. Voting Yea: None. Voting Nay: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. **Motion lost.**

POSSIBLE APPROVAL OF A NEW BLACKHAWK TASK FORCE AGREEMENT

Councilman Venier moved to approve the Blackhawk Area Task Force Interagency Agreement and authorize its execution by Chief Langloss. Seconded by Councilman Bishop. Chief Langloss told the Council that by being a part of this task force, the City receives a portion of the forfeiture funds. This year we received \$35,000. Voting Yea: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. Voting Nay: None. **Motion carried.**

POSSIBLE APPROVAL OF AMENDING CITY MANAGER O'DONNELL'S  
EMPLOYMENT AGREEMENT

Councilman Bishop moved to approve the amendment to the City Manager Contract extending the time to establish residency in Dixon to July 1, 2017. Seconded by Councilman Marx. Attorney LeSage told the Council that principal residence is a place that you consider your home and desire to return to. Voting Yea: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. Voting Nay: None. **Motion carried.**

POSSIBLE APPROVAL OF CHANGE ORDER FOR THE 2016 MFT PROJECT

Councilman Marx moved to approve the change order in the amount of \$11,402.83 for the 2016 MFT project. Seconded by Councilman Tucker. The additional expenses and savings were reviewed. Voting Yea: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. Voting Nay: None. **Motion carried.**

COUNCIL OF THE CITY OF DIXON, ILLINOIS  
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EXECUTIVE SESSION

Councilman Tucker moved that the Regular Council Meeting of Monday, December 19, 2016 adjourn into Executive Session to discuss Collective negotiation matters between public employers and the employees or representatives pursuant to Section 2(c)(1) of the Open Meetings Act. Pending or threatened litigation against the City pursuant to Section 2(c)(11) of the Open Meetings Act. Sale or purchase of property pursuant to Section 2(c)(3) of the Open Meetings Act. To consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees pursuant to Section 2(c)(5) of the Open Meetings Act. Seconded by Councilman Venier. Voting Yea: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. Voting Nay: None.  
**Motion carried.**

RECONVENE MEETING

Councilman Venier moved that the Regular Council Meeting of Monday, December 19, 2016 reconvene into Open Session. Seconded by Councilman Marx. Voting Yea: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. Voting Nay: None.  
**Motion carried.**

ADJOURNMENT

Councilman Venier moved that the Regular Council Meeting of Monday, December 19, 2016 be adjourned to meet in Regular Session on Tuesday, January 3, 2017 at 5:30 p.m. in the Council Chambers at City Hall. Seconded by Councilman Tucker. Voting Yea: Councilman Venier, Bishop, Marx, Tucker and Mayor Arellano. Voting Nay: None.  
**Motion carried.** The meeting was adjourned at 8:00 p.m.

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Becky Fredericks, City Clerk

## 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 Amt	Amount Paid	Date Paid
	205	DIXON MAIN STREET	12 2016	RESERVE RIVERFRONT FOR ROCKIN	12/22/2016	500.00	.00	
	565	NORTH'S OIL COMPANY	3046723	DIESEL FUEL	12/12/2016	5,346.78	.00	
Total :						5,846.78	.00	
COUNCIL	267	FLOWERS ETC.	144109	WOLF	12/13/2016	75.95	.00	
COUNCIL	828	WARD MURRAY PACE & JOHNSON	141532	NOV 16 GENERAL SERVICES	12/12/2016	8,874.00	.00	
Total COUNCIL:						8,949.95	.00	
FINANCE	122	CENTURYLINK	121616 9672	CITY HALL #304029672	12/16/2016	83.69	83.69	12/26/2016
Total FINANCE:						83.69	83.69	
ADMINISTRATION	1102	LEADERSHIP IN ACTION	11 2016	ONLINE HIPAA PROGRAM	11/30/2016	395.00	.00	
Total ADMINISTRATION:						395.00	.00	
HUMAN RESOURCES	271	FREDERICKS, BECKY	10202016	SHRM-CP CERTIFICATION TEST	10/20/2016	300.00	.00	
Total HUMAN RESOURCES:						300.00	.00	
INFORMATION TECHNOL	148	COMCAST CABLE	12 2016 #60020	FIRE #877103010060020	12/27/2016	239.85	.00	
INFORMATION TECHNOL	148	COMCAST CABLE	12 2016 32219	CITY HALL #8771103010032219	12/27/2016	155.16	.00	
Total INFORMATION TECHNOLOGY:						395.01	.00	
BDD	1487	S.B. FRIEDMAN & COMPANY	1	BDD PLAN 2016	12/21/2016	9,764.78	.00	
Total BDD:						9,764.78	.00	
MUNICIPAL	52	AUCA CHICAGO MC LOCKBOX	1590767126	CITY HALL MATS	12/20/2016	80.96	.00	
MUNICIPAL	157	CONSTELLATION NEW ENERGY	0036822790	0 GRAHAM #2483157028	12/15/2016	12,444.97	.00	
MUNICIPAL	677	SBM STERLING BUSINESS CENTER	337878	CITY CLERK HUTCH	12/12/2016	1,980.40	.00	
Total MUNICIPAL:						14,506.33	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
TIF EXPENSES	850	WILLETT HOFMANN & ASSOC INC	23177	STREETSCAPE 2016 EXPENSE	12/23/2016	4,995.54	.00	
Total TIF EXPENSES:						4,995.54	.00	
CAPITAL FUND EXPENSE	1425	VEENSTRA & KIMM INC	2	FARGO CREEK FLOOD STUDY	12/16/2016	20,766.88	.00	
Total CAPITAL FUND EXPENSES:						20,766.88	.00	
BUILDING ZONING	122	CENTURYLINK	1216165726	BLDG #304025726	12/16/2016	32.20	32.20	12/26/2016
Total BUILDING ZONING:						32.20	32.20	
STREETS	4	ACE HARDWARE	452410	TRUCK TAILGATE REPAIRS	12/06/2016	172.87	.00	
STREETS	4	ACE HARDWARE	453686	AIR COMPRESSOR FITTING	12/15/2016	3.14	.00	
STREETS	4	ACE HARDWARE	453850	PROPANE FOR TAR WAGON	12/16/2016	25.74	.00	
STREETS	4	ACE HARDWARE	454288	PRESSURE WASHER REPAIR	12/20/2016	111.47	.00	
STREETS	52	AUCA CHICAGO MC LOCKBOX	1590708971	JANITORIAL SUPPLIES	11/03/2016	67.88	.00	
STREETS	52	AUCA CHICAGO MC LOCKBOX	1590726546	JANITORIAL SUPPLIES	11/17/2016	67.88	.00	
STREETS	52	AUCA CHICAGO MC LOCKBOX	1590731781	JANITORIAL SUPPLIES	11/22/2016	202.70	.00	
STREETS	52	AUCA CHICAGO MC LOCKBOX	1590767125	JANITORIAL SUPPLIES	12/20/2016	106.00	.00	
STREETS	85	BONNELL INDUSTRIES INC	0171708-IN	PLOW BLADE/CURB FEELERS	12/08/2016	1,209.12	.00	
STREETS	85	BONNELL INDUSTRIES INC	0171708-IN	STROBE LIGHT TRUCK 4	12/08/2016	164.33	.00	
STREETS	457	LAWSON PRODUCTS INC	9304564882	HYDRAULIC HOSE	12/07/2016	953.46	.00	
STREETS	457	LAWSON PRODUCTS INC	9304571753	NUTS/BOLTS/MSC HARDWARE	12/09/2016	438.22	.00	
STREETS	492	MARTIN & COMPANY EXCAVATING	16MFT EST#1	BRADSHAW & BRINTON	11/30/2016	261,017.09	.00	
STREETS	555	NICOR	12 2016 #1000	621 W 7TH #71846910009	12/19/2016	202.91	.00	
STREETS	565	NORTH'S OIL COMPANY	3046725	HYDRAULIC OIL	12/13/2016	802.45	.00	
STREETS	711	SOUTH DIXON TOWNSHIP	12 2016	ANNUAL MAINT PER AGREEMENT	12/07/2016	13,914.18	.00	
STREETS	728	STERLING NAPA AUTO PARTS	871718	BATTERY CHEVY PICKUP	12/09/2016	117.11	.00	
STREETS	728	STERLING NAPA AUTO PARTS	871727	FUSE/FUSE HOLDER	12/09/2016	7.74	.00	
STREETS	1166	1ST AYD CORPORATION	PSI84401	GLOVES/SAFETY VESTS	12/08/2016	109.86	.00	
STREETS	1297	MIDWEST BUS SALES INC	R040010520:01	TRUCK 15 IDOT INSPECTION	11/22/2016	18.50	.00	
STREETS	1483	CLASSIC WELDING & FABRICATION IN	2207	AIR COMPRESSOR REPAIR	12/09/2016	351.64	.00	
STREETS	1484	KERCHNER, MATT	5877	HI VIS JACKET	12/18/2016	107.74	.00	
Total STREETS:						280,172.03	.00	
PUBLIC PROPERTY	555	NICOR	12 2016 #9195 4	105 W RIVER #69412191954	12/19/2016	43.47	.00	
PUBLIC PROPERTY	619	PRECISION AUTOMOTIVE	72922	CLEAN HEATER	12/05/2016	105.00	.00	
PUBLIC PROPERTY	728	STERLING NAPA AUTO PARTS	872998	FUSE HOLDER/SNOW BLOWER	12/17/2016	5.29	.00	



Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total PUBLIC PROPERTY:						153.76	.00	
CEMETERY	85	BONNELL INDUSTRIES INC	0172093-IN	RECEIVER TUBE 2" SQ HITCH	12/14/2016	28.35	.00	
CEMETERY	122	CENTURYLINK	122167798	OAKWOOD #304007798	12/02/2016	72.05	72.05	12/26/2016
CEMETERY	122	CENTURYLINK	1230167798	OAKWOOD #304007798	12/30/2016	69.59	69.59	12/30/2016
CEMETERY	217	DIXON TIRE CENTER	84038	TURF MASTER	12/06/2016	168.00	.00	
CEMETERY	555	NICOR	12 2016 #0009	NS RT38 #94871910009	12/14/2016	139.68	.00	
CEMETERY	555	NICOR	12 2016 2000	416 S DEMENT #36491320002	12/16/2016	72.48	.00	
CEMETERY	627	QUALITY READY MIX CONCRETE INC	113016	FC	11/30/2016	10.69	.00	
CEMETERY	627	QUALITY READY MIX CONCRETE INC	24370	CEMETERY	10/13/2016	247.00	.00	
CEMETERY	627	QUALITY READY MIX CONCRETE INC	24512	RT 38	10/31/2016	465.75	.00	
CEMETERY	627	QUALITY READY MIX CONCRETE INC	24670	RT 38	11/16/2016	196.50	.00	
CEMETERY	728	STERLING NAPA AUTO PARTS	872342	BATTERY/TRAILER CONNECT KIT/DU	12/14/2016	112.34	.00	
Total CEMETERY:						1,582.43	141.64	
VETERANS PARK	122	CENTURYLINK	1202169556	VETS 446099556	12/02/2016	128.82	128.82	12/26/2016
VETERANS PARK	122	CENTURYLINK	1230169556	VETS 446099556	12/30/2016	128.82	128.82	12/30/2016
Total VETERANS PARK:						257.64	257.64	
PUBLIC SAFETY BUILDIN	19	ALARM DETECTION SYSTEMS INC.	137704-1035	QUARTERLY CHARGES	12/11/2016	335.75	.00	
PUBLIC SAFETY BUILDIN	531	MO-ST PLUMBING	16274	REPLACED BAD FAUCET IN BASEME	11/30/2016	252.40	.00	
PUBLIC SAFETY BUILDIN	872	ZEP SALES AND SERVICE	9002562318	JANITORIAL SUPPLIES	12/02/2016	686.09	.00	
Total PUBLIC SAFETY BUILDING:						1,274.24	.00	
TRAFFIC MAINTENANCE	122	CENTURYLINK	1216166429	TRAFFIC #304036429	12/16/2016	111.10	111.10	12/26/2016
TRAFFIC MAINTENANCE	505	MENARDS	51337	DUST PAN/MARATHON MAT/TOTE	12/15/2016	92.94	.00	
TRAFFIC MAINTENANCE	724	STEINER ELECTRIC COMPANY	S005567722.002	MIDGET FUSES	12/12/2016	129.99	.00	
TRAFFIC MAINTENANCE	748	TAPCO	I533030	SIGNAGE	07/15/2016	224.99	.00	
TRAFFIC MAINTENANCE	748	TAPCO	I545316	SIGNAGE	11/02/2016	1,692.55	.00	
TRAFFIC MAINTENANCE	748	TAPCO	I548810	UPDATE FOR SIGN CENTRAL PROGR	12/06/2016	142.50	.00	
TRAFFIC MAINTENANCE	1437	BROOK ELECTRICAL SUPPLY	S005891579.001	PHILIPS RF 215W LED/PHILIPS RF 160	11/30/2016	1,040.00	.00	
TRAFFIC MAINTENANCE	1437	BROOK ELECTRICAL SUPPLY	S005891579.003	PHILIPS RF 215W LED/PHILIPS RF 160	11/30/2016	1,684.00	.00	
Total TRAFFIC MAINTENANCE:						5,118.07	111.10	
WATER	4	ACE HARDWARE	452742	CLEANING SUPPLIES	12/08/2016	14.50	.00	
WATER	122	CENTURYLINK	1202161885	WATER 304001885	12/02/2016	323.72	323.72	12/26/2016

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
WATER	122	CENTURYLINK	1230161885	WATER 304001885	12/30/2016	317.60	317.60	12/30/2016
WATER	148	COMCAST CABLE	12 2016 #0180059	WATER #8771103010180059	12/20/2016	109.85	.00	
WATER	526	MOELLER, MATT	3722	CLOTHING PURCHASES	11/06/2016	206.83	.00	
WATER	555	NICOR	12 2016 #2000 1	92 ARTESIAN #66291320001	12/16/2016	834.28	.00	
WATER	555	NICOR	12 2016 #2000 4	520 E RIVER RD #59491320004	12/16/2016	161.28	.00	
WATER	627	QUALITY READY MIX CONCRETE INC	24523	BRINTON/E GRAHAM	11/01/2016	353.50	.00	
WATER	627	QUALITY READY MIX CONCRETE INC	24547	VAN BUREN/8TH	11/04/2016	707.00	.00	
WATER	627	QUALITY READY MIX CONCRETE INC	24588	MORGAN/JEFFERSON	11/09/2016	252.50	.00	
WATER	627	QUALITY READY MIX CONCRETE INC	24681	DODGE/EELLS	11/16/2016	631.25	.00	
WATER	627	QUALITY READY MIX CONCRETE INC	24694	RT 2/IDLE OAKS	11/17/2016	534.38	.00	
WATER	627	QUALITY READY MIX CONCRETE INC	24718	E BOYD/JEFFERSON	11/21/2016	291.50	.00	
WATER	638	RENNER QUARRIES LTD.	46250	3/4" CHIPS	12/09/2016	109.68	.00	
WATER	809	USA BLUEBOOK	108748	WADERS	11/11/2016	236.12	.00	
WATER	809	USA BLUEBOOK	117027	RETURN WADERS	11/22/2016	211.95-	.00	
WATER	809	USA BLUEBOOK	129684	SAFETY GLASSES/GLOVES	12/09/2016	367.85	.00	
WATER	831	WATER PRODUCTS CO.	0270815	GATE VALVE	12/08/2016	2,158.00	.00	
Total WATER:						7,397.89	641.32	
SEWAGE TREATMENT	104	C & N SUPPLY	54324	SHIPPING LAB SAMPLES	12/08/2016	21.13	.00	
SEWAGE TREATMENT	122	CENTURYLINK	0121301092	TELEPHONE MAINT AGREEMENT	12/13/2016	37.81	.00	
SEWAGE TREATMENT	122	CENTURYLINK	1216167784	WWTP #304027784	12/16/2016	261.29	261.29	12/30/2016
SEWAGE TREATMENT	148	COMCAST CABLE	12 2016 #0013241	SEWER #8771103020013241	12/16/2016	129.85	.00	
SEWAGE TREATMENT	264	FISHER SCIENTIFIC	5390885	LAB SUPPLIES	12/07/2016	713.37	.00	
SEWAGE TREATMENT	264	FISHER SCIENTIFIC	5767229	LAB SUPPLIES	12/09/2016	274.75	.00	
SEWAGE TREATMENT	307	HACH CHEMICAL	10225517	LAB SUPPLIES	12/07/2016	141.97	.00	
SEWAGE TREATMENT	478	LOESCHER HEATING AND COOLING F	131271	CK THERMOSTAT/EXHAUST FAN	12/07/2016	99.50	.00	
SEWAGE TREATMENT	509	METROPOLITAN INDUSTRIES INC	317248	MONTHLY DATA	12/14/2016	30.00	.00	
SEWAGE TREATMENT	555	NICOR	12 2016 #2000	WS CROPEY AVE #54122320002	12/19/2016	750.32	.00	
SEWAGE TREATMENT	555	NICOR	12 2016 #2000 3	2400 W 1ST ST #44122320003	12/19/2016	397.72	.00	
SEWAGE TREATMENT	561	NORTHERN ILLINOIS FENCE	43594	PARTS/LABOR FENCE GATES	12/08/2016	387.00	.00	
SEWAGE TREATMENT	561	NORTHERN ILLINOIS FENCE	43595	PARTS/LABOR FENCE GATES	12/08/2016	379.00	.00	
SEWAGE TREATMENT	735	STRAND ASSOCIATES INC	0125464	ENG SERVICES NOV 2016	12/13/2016	1,701.99	.00	
SEWAGE TREATMENT	1470	METROPOLITAN COMPOUNDS INC	0065669	SEWER SOLVENT	11/29/2016	1,998.00	.00	
Total SEWAGE TREATMENT:						7,323.70	261.29	
FIRE	45	ARJES, JESSE	12 2016 1	PER DIEM @ FO 2 CLASS @ DOWNER	12/13/2016	221.56	.00	
FIRE	94	BROWN, AARON	11 2016 1	MILEAGE/FIREGROUND CO OFF SCH	11/18/2016	182.52	.00	
FIRE	102	BUSKOHL, RYAN	12 2016	TUITION & BOOK REIMB FALL 2016	12/21/2016	508.00	.00	
FIRE	122	CENTURYLINK	1216164498	PSB #304074498	12/16/2016	280.00	280.00	12/26/2016

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
FIRE	241	EMERGENCY MEDICAL PRODUCTS IN	1871107	EXAM GLOVES/MONITOR PAPER	12/06/2016	226.04	.00	
FIRE	480	LOHSE, DAVID	12 2016 1	PER DIEM @ F&L SAFETY EDUCATOR	12/09/2016	137.16	.00	
FIRE	480	LOHSE, DAVID	12 2016 2	TUITION REIMBURSEMENT FALL 2016	12/15/2016	404.00	.00	
FIRE	677	SBM STERLING BUSINESS CENTER	338386	CONTRACT #A8146-MX2615N-01	12/15/2016	90.00	.00	
FIRE	728	STERLING NAPA AUTO PARTS	873438	OIL DRY	12/20/2016	8.69	.00	
FIRE	1485	GOLDEN WEST INDUSTRIAL SUPPLY	2079633	LIGHT LED FLARES/REFLECTIVE TAP	12/02/2016	448.34	.00	
Total FIRE:						2,506.31	280.00	
POLICE	122	CENTURYLINK	1216164498	PSB #304074498	12/16/2016	1,036.07	1,036.07	12/26/2016
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	8286	LOF/BLOWER MOTOR ASSEMBLY FO	12/14/2016	319.68	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	8314	LOF 2004 CHEVY IMPALA	12/16/2016	33.96	.00	
POLICE	282	GARZA, JESSICA	11 2016	TUITION REIMBURSEMENT	11/28/2016	2,000.00	.00	
POLICE	284	WELLS FARGO VENDOR FIN SERV	66050381	LEASE PAYMENT FOR A7671 PRINTE	12/07/2016	219.00	.00	
POLICE	284	WELLS FARGO VENDOR FIN SERV	66063861	LEASE PAYMENT FOR A7672 PRINTE	12/07/2016	112.60	.00	
POLICE	403	J.P. COOKE CO	428687	NOTAR STAMP	12/13/2016	45.95	.00	
POLICE	444	KSB HOSPITAL	15214919	HBCAB/HEP B TESTS FOR ARRESTEE	10/02/2016	252.00	.00	
POLICE	451	LAMENDOLA, JASON	3487314133	REIMBURSE DATA PLAN	12/27/2016	30.00	.00	
POLICE	493	CARD SERVICE CENTER	122816	fee	11/02/2016	29.30	29.30	12/26/2016
POLICE	629	QUILL CORPORATION	2399835	OFFICE SUPPLIES	12/06/2016	45.56	.00	
POLICE	629	QUILL CORPORATION	2424198	OFFICE SUPPLIES	12/07/2016	14.29	.00	
POLICE	629	QUILL CORPORATION	2629999	LEGAL DIVIDERS/PENS/LEGAL INDEX	12/13/2016	91.38	.00	
POLICE	641	RIVER RIDGE ANIMAL HOSPITAL	486845	RABIES CANINE 3 YR BOOSTER/WEL	12/12/2016	51.20	.00	
POLICE	677	SBM STERLING BUSINESS CENTER	337226	CONTRACT #A7346-MXB401-03	12/08/2016	113.00	.00	
POLICE	683	SECRETARY OF STATE	12 2016 SHARP	NOTARY APP FEE/SHARP	12/20/2016	10.00	.00	
POLICE	801	UNIFORM DEN INC	89822-80	CLOTHING RETURN	12/15/2016	165.45-	.00	
POLICE	801	UNIFORM DEN INC	91496	UNIFORM ORDER/GINN	12/15/2016	1,041.84	.00	
POLICE	801	UNIFORM DEN INC	91510	ARCTIC COLDGEAR/2 NIGHTSTICK FL	12/13/2016	63.70	.00	
POLICE	1486	BEAUPRE'S INC	154168	TOWING FOR SEIZED VEHICLE - US C	11/14/2016	150.00	.00	
Total POLICE:						5,494.08	1,065.37	
LIBRARY	4	ACE HARDWARE	453191	2 MOPHEADS/3 SCOURING PADS	12/11/2016	16.15	.00	
LIBRARY	87	BOUND TO STAY BOUND BOOKS INC	945727	CHILDREN LIBRARY MATERIALS	12/13/2016	48.25	.00	
LIBRARY	122	CENTURYLINK	12 2016 #0193	DPL #304050193	12/04/2016	195.41	.00	
LIBRARY	122	CENTURYLINK	123016 50193	LIBRARY 304050193	12/30/2016	195.41	195.41	12/30/2016
LIBRARY	184	DEMCO INC	6022036	AUDIOBOOK ALBUMS/DVD ALBUM/LA	12/07/2016	191.89	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	95972604	YOUNG ADULT	12/01/2016	422.73	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96003281	ADULT MTLs	12/02/2016	281.49	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96012781	ADULT MTLs	12/02/2016	14.99	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96012781	CHILDREN MTLs	12/02/2016	86.62	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
LIBRARY	389	INGRAM LIBRARY SERVICES	96068229	ADULT MTLS	12/06/2016	67.75	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96068229	CHILDREN MTLS	12/06/2016	129.26	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96068229	MISC EXPENSE	12/06/2016	14.66	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96087665	YOUNG ADULT	12/06/2016	24.88	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96087665	CHILDREN MTLS	12/06/2016	185.25	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96133631	ADULT MTLS	12/08/2016	1,324.87	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96133631	MISC EXPENSE	12/08/2016	11.30	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96164791	ADULT MTLS	12/09/2016	121.33	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96164791	CHILDREN MTLS	12/09/2016	53.26	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96224580	ADULT MTLS	12/12/2016	.00	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96265216	ADULT MTLS	12/13/2016	102.84	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96265216	CHILDREN MTLS	12/13/2016	92.52	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96320402	ADULT MTLS	12/15/2016	43.16	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96320402	CHILDREN MTLS	12/15/2016	197.57	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96370497	ADULT MTLS	12/19/2016	246.62	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96370497	YOUNG ADULT	12/19/2016	399.30	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96370497	CHILDREN MTLS	12/19/2016	58.12	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96444170	ADULT MTLS	12/21/2016	41.28	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96444170	YOUNG ADULT	12/21/2016	43.16	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	96444170	CHILDREN MTLS	12/21/2016	19.60	.00	
LIBRARY	505	MENARDS	51335	BACKWIRE OUTLET/COMM 3W/SWITC	12/15/2016	6.60	.00	
LIBRARY	555	NICOR	12 2016 #0000	221 s hennepin #15422320000	12/16/2016	474.17	.00	
LIBRARY	575	OFFICE DEPOT	886161213001	OFFICE SUPPLIES	12/09/2016	32.25	.00	
LIBRARY	599	PETTY CASH - JENNIFER KOCH	12 2016 1	MAILING APP FOR GRANT	12/27/2016	4.66	.00	
LIBRARY	599	PETTY CASH - JENNIFER KOCH	12 2016 1	ICE MELT FOR SIDEWALKS	12/27/2016	5.17	.00	
LIBRARY	599	PETTY CASH - JENNIFER KOCH	12 2016 1	VOLUNTEERS PARTY PROGRAM ITE	12/27/2016	40.77	.00	
LIBRARY	912	QUALITY CLEANING SERVICE	12 2016	JANITORIAL SERVICES 12/09-12/22/16	12/22/2016	788.50	.00	
Total LIBRARY:						5,981.79	195.41	
LIBRARY GRANT	554	NICHOLS GREENHOUSES	084353	DEC GARLAND W/ LIGHTS FOR DISPL	12/16/2016	30.00	.00	
LIBRARY GRANT	575	OFFICE DEPOT	885490632001	CHAIR/CRAWLEY/EXEC/HIBAC	12/07/2016	139.99	.00	
LIBRARY GRANT	575	OFFICE DEPOT	885490769001	CHAIRMAT	12/07/2016	52.99	.00	
LIBRARY GRANT	575	OFFICE DEPOT	886161213001	DESK ORGANIZERS/DESK PAD	12/09/2016	19.76	.00	
LIBRARY GRANT	1247	SYNCB/AMAZON	036782934403	ITEMS FOR YOUTH PROGRAMS	11/30/2016	9.10	.00	
LIBRARY GRANT	1247	SYNCB/AMAZON	162780403877	ITEMS FOR YOUTH PROGRAMS	11/11/2016	21.29	.00	
LIBRARY GRANT	1247	SYNCB/AMAZON	162784457421	ITEMS FOR YOUTH PROGRAMS	11/19/2016	28.83	.00	
LIBRARY GRANT	1247	SYNCB/AMAZON	162788897186	ITEMS FOR YOUTH PROGRAMS	11/19/2016	7.21	.00	
Total LIBRARY GRANT:						309.17	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
AIRPORT	4	ACE HARDWARE	453867	SNOW SHOVEL/WRENCH	12/16/2016	71.52	.00	
AIRPORT	52	AUCA CHICAGO MC LOCKBOX	1590726538	SUPPLIES	11/17/2016	25.30	.00	
AIRPORT	555	NICOR	12 06 #2000 7	1650 FRANKLIN GROVE #29414020007	12/20/2016	44.27	.00	
Total AIRPORT:						141.09	.00	
DIXON ONE	122	CENTURYLINK	12/2/16 6323	WC #304076323	12/02/2016	234.66	234.66	12/26/2016
DIXON ONE	122	CENTURYLINK	123016 6323	WC #304076323	12/30/2016	234.66	234.66	12/30/2016
DIXON ONE	555	NICOR	12 2016 6694	83 S PEORIA #09782366943	12/22/2016	114.56	.00	
Total DIXON ONE:						583.88	469.32	
Grand Totals:						384,332.24	3,538.98	

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



## COUNCIL ACTION FORM

Date: January 2, 2017

Presented By: O'Donnell

Subject: Petition for Variance Agenda Item: 12-A

### Description:

Dixon Equity Group is seeking a variance for the sign located on the out lot at Kuehl and Rt 26. With the development of the out lot four additional sign slots must be added. The petition has been approved by the Planning and Zoning Board. Prior to any action by the Council the matter must be forwarded to the City Attorney for preparation of documents.

### FINANCIAL

Is this a budgeted item? YES \_\_\_\_ NO \_\_\_\_

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES \_\_\_\_ NO \_\_\_\_ CIP Project Number: \_\_\_\_\_

# COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Recommendation:

Staff recommends referring the petition for variance to the City Attorney for preparation of documents.

Required Action

ORDINANCE\_\_\_ RESOLUTION\_\_\_ MOTION ☒ NO ACTION REQUIRED \_\_\_

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					

STATE OF ILLINOIS       )  
LEE COUNTY                )SS  
CITY OF DIXON            )

**TO THE CITY COUNCIL OF THE  
CITY OF DIXON**

IN THE MATTER OF THE PETITION OF

**Dixon Equity Group, LLC, an Illinois limited  
liability company, Petitioner**

**PETITION FOR FOR VARIANCES  
FROM THE PROVISIONS IN CITY  
OF DIXON CODES SECTION 6-  
29(A), AND SECTION 7-3-2**

The Petitioner, Dixon Equity Group, LLC, requests variances from the applicable sign ordinances of the City of Dixon, as follows:

1. The Petitioner owns the outlot (the "Outlot") legally described as follows:

Lot 1 in Water Tower Partners Subdivision, a subdivision of part of the Northwest Quarter (NWQ) of the Northwest Quarter (NWQ) of Section 9, in Township 21 North, Range 9 East of the Fourth P.M., in the City of Dixon, Lee County, Illinois, according to the plat thereof recorded June 19, 2006, in Book 01606 at page 2256 as Document No. 2006-003985, and on file in Plat Book "L" at pages 70 and 71.

Commonly known as 1600 S. Illinois Route 26, Dixon, Illinois 61021  
PIN: 18-08-09-176-007.

2. The Petitioner is in the process of developing the Outlot with several structures.
3. The Outlot contains a sign that is accessory to the adjacent shopping center owned and operated by the Petitioner.
4. In order to accommodate the new tenants anticipated to be located on the Outlot, the Petitioner needs to expand its existing sign (the "Expanded Sign") to include four (4) new panels. A rendition of the Expanded Sign is attached hereto as Exhibit A.
5. The Expanded Sign will have a size of approximately 388 square feet and the bottom edge of the Expanded sign will be less than 10 feet above grade.
6. Therefore, the Petitioner asks for variances from the provisions in City of Dixon Codes Section 6-29(A), and Section 7-3-2 to allow the bottom edge of the sign to be at least four (4) feet above grade.

Dated at Dixon, Illinois, this 1<sup>st</sup> day of December, 2016.



Respectfully submitted,

DIXON EQUITY GROUP, LLC, an Illinois limited liability company

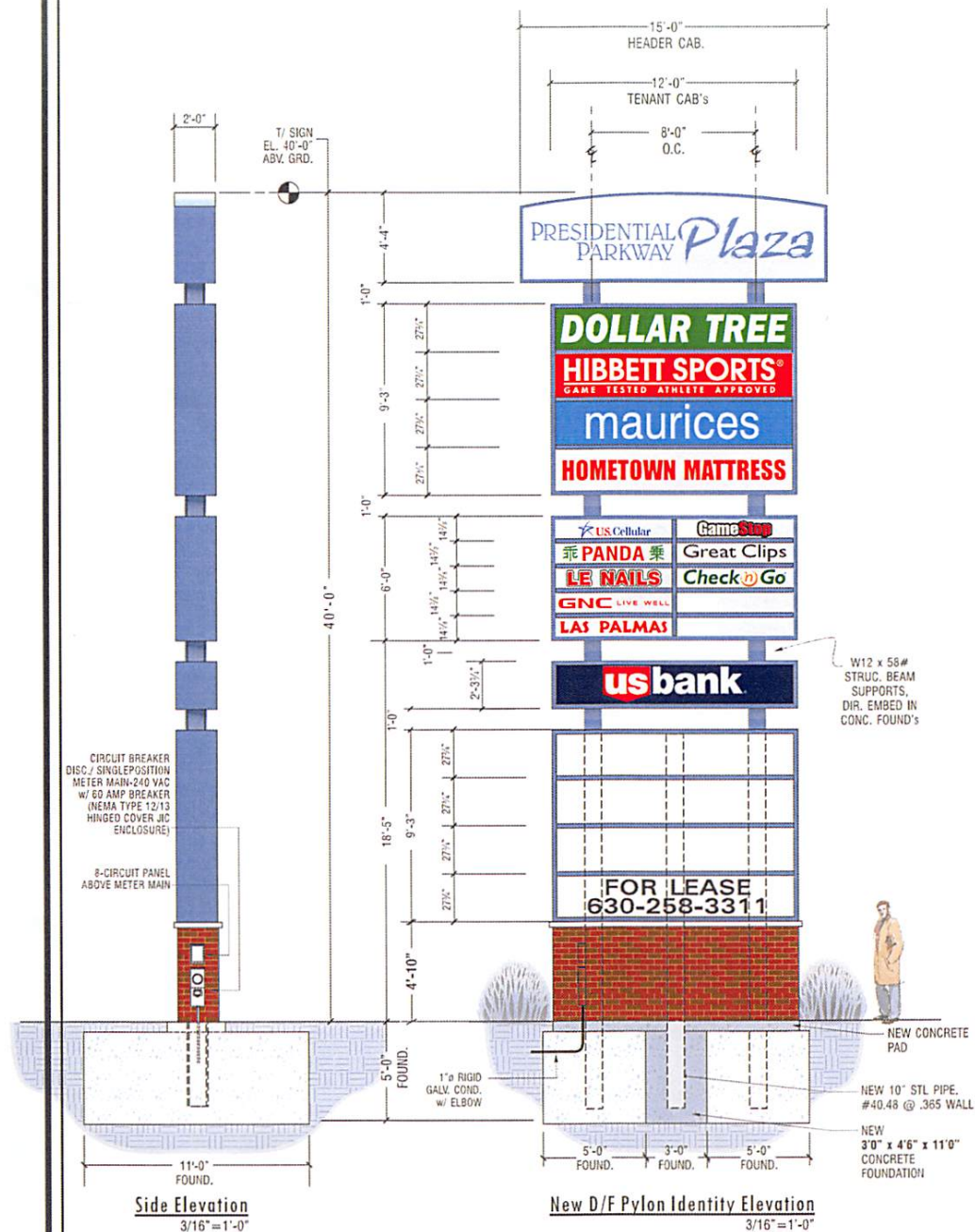
By EHRMANN GEHLBACH BADGER LEE & CONSIDINE, LLC, its attorneys

By   
Gary R. Gehlbach

Prepared by:

Gary R. Gehlbach  
Ehrmann Gehlbach Badger Lee & Considine, LLC  
Attorneys for Petitioner  
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(815) 288-4949  
(815) 288-3068 (FAX)  
gehlbach@egblc.com

\\EGBLC2\TMDocs\21\050565.006\PLED\Petition1414.docx



CLIENT	PRESIDENTIAL PARKWAY PLAZA
ADDRESS	
CITY	DIXON
STATE	IL
DESIGNER	DF
SALESPERSON	TD
DATE	9-16-05
SCALE	NOTED
DRWG. NO.	# 7738-A2
SHEET NO.	1 of 1

CUSTOMER APPROVAL	DATE
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DATE	REVISION

**DOYLE**  
SIGN CONTRACTORS  
630-543-9490  
P.O. BOX 1068  
FAX 630-543-9493

ALL-STATE LEGAL®  
PETITIONER'S EXHIBIT  
**A**



## COUNCIL ACTION FORM

Date: January 2, 2017

Presented By: O'Donnell

Subject: Collective Bargaining Agreement- FOP Agenda Item: 12-B

### Description:

The City's bargaining team and the FOP have reached a tentative, three year labor agreement. Highlights of the agreement are:

- Creation of a peak shift allowing the City to schedule additional officers during peak hours.
- Shift differential for peak shift and for night shift when officers are required to stay on the shift longer than the set rotation.
- Uniform allowance changes that clarifies that the City will provide a new vest carrier once every two years and modifies plain clothes officer allowance to provide for a reimbursement program.
- Wage scales will increase 2.5% each year with additional longevity of .25% at year 15 and .5% at year 20. Employees hired after ratification will not receive step increases at six months intervals. All step increases will be annual.
- Employees with single insurance plans will have an employee contribution starting at 2.5% and increasing 2.5% each year until the contribution reaches 7.5%.
- All employees will receive 40 hours of personal time instead of 48.
- Employees hired after ratification will be placed on a modified vacation schedule with a reduced accrual.
- There were several language changes that modified certain sections to match up with language in the other collective bargaining agreement.

The Union has ratified this agreement. The copy attached is a draft and final language may change slightly without any substantive changes to terms.

### FINANCIAL

Is this a budgeted item? YES \_\_\_\_ NO \_\_\_\_

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES \_\_\_\_ NO \_\_\_\_ CIP Project Number: \_\_\_\_\_

# COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Recommendation:

Staff recommends approval of the collective bargaining agreement between the City of Dixon and the FOP Labor Council beginning May 1, 2016 through April 30, 2019.

Required Action

ORDINANCE\_\_\_ RESOLUTION\_\_\_ MOTION ☒ NO ACTION REQUIRED \_\_\_

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					

# ILLINOIS FOP LABOR COUNCIL

---

and

**CITY OF DIXON**  
Sergeant & Patrolman

**May 1, 2016 – April 30, 2019**

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: [www.fop.org](http://www.fop.org)

24-hour Critical Incident Hot Line: 877-IFOP911



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## **PREAMBLE**

This Agreement is entered into by and between The City of Dixon, (hereinafter referred to as the "Employer" or "City") and the Illinois Fraternal Order of Police Labor Council/Dixon (hereinafter referred to as the "Labor Council"). The Agreement shall be in effect from May 1, 2016 through April 30, 2019.

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## **ARTICLE 1 RECOGNITION**

The City agrees to recognize the Labor Council as sole and exclusive representative on such matters relating to wages, hours and working conditions upon which it may lawfully bargain collectively for the classification of Patrolman and Sergeant.

## **ARTICLE 2 NON-DISCRIMINATION**

The parties to this Agreement do pledge and agree that there will be no discrimination against any employee, or prospective employee, by reason of his race, sex, creed, color or national origin, and that they will mutually work to give effect to the spirit and the letter of all obligations resting upon them as responsible participants in the community and nation, whether these obligations be ethical, moral or legal. All pronouns or other words in this Agreement which connote gender shall be deemed to include the several sexes.

## **ARTICLE 3 MANAGEMENT RIGHTS**

Except as limited by the terms and provisions of this agreement, and the authority granted by the applicable Illinois Statutes, the City retains all traditional rights to manage and direct the affairs of the City as authorized and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations, consistent with all rights and authority possessed by the City prior to the execution of this agreement. These rights and authority include, but are not limited to, the following:

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To plan, direct, control and determine all the operations and services of the City; to determine the City's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of City affairs; to hire all employees and to establish the qualifications and standards for employment as authorized by law, to schedule and assign work; to promote as authorized by law, evaluate employees within the City; to establish work and productivity standards and, from time to time, to change those standards; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies, to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change, relocate, modify or eliminate existing methods, equipment or facilities; and to determine whether services are to be provided by employees covered by this agreement.

Deleted: The City retains its rights as an Employer which it now has under law and common law unless a specific clause of this contract expressly abridges such rights. .

#### **ARTICLE 4 WORK RULES AND REGULATIONS**

The City shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the Police Department and the morale of its members in the prosecution of its business. Any action taken by the City under these rules must be reasonably proximate to the causal event. These rules and regulations must be posted. Posting shall constitute notice to the employees of the rules. The reasonableness of any rule promulgated by the City is subject to adjudication through the grievance procedure. There shall be no ex post facto implementation of rules; and further, they shall not be in effect until they have been posted for at least seventy-two (72) hours.

#### **ARTICLE 5 DUES DEDUCTION**

##### **5.1 Dues Deduction**

Upon receipt of a written and signed authorization form (Appendix B) from an employee, the Employer shall deduct the amount of the **Labor** Council dues and the initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois.

Illinois Fraternal Order of Police Labor Council  
974 Clocktower Drive  
Springfield, IL 62704

The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date. In respect to the above dues, all deductions shall be forwarded to the F.O.P. Labor Council by the fifteenth (15th) of each month. Such deductions authorized by an employee to the Employer shall be irrevocable unless revoked by written notice to the Employer and the Labor Council ninety (90) days prior to the expiration of this agreement. The Employer agrees to forward a list of employees along with the above dues. The list shall;

- a) contain the name and address of each employee from whom the dues have been deducted, and
- b) shall indicate if the dues are authorized deductions or fair share.

##### **5.2 Dues**

Each employee who on the effective date of this Agreement is a member of the **Labor** Council, and each employee who becomes a member of the Labor Council after that date shall maintain his membership in good standing in the Labor Council during the term of this Agreement.

##### **5.3 Fair Share**

Any present employee who is not a member of the Labor Council shall be required to pay a fair share, not to exceed the amount of the Labor Council dues, of the cost of the collective bargaining process, contract administration in pursuing matters effecting wages, hours of work,

and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees covered in the bargaining unit hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30) day of their hire, also be required to pay a fair share as defined above. The Employer shall with respect to any employee in whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the employee, the fair share financial obligation, including and retro-active amount due and owing, and shall forward said amount to the **Labor** Council on the fifteenth (15<sup>th</sup>) of the month in which the deduction is made, subject only to the following:

- a) The Labor Council has certified to the Employer that the effected employee has been delinquent in his obligations for at least thirty (30) days;
- b) The Labor Council has certified to the Employer that the effected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Labor Council of the manner in which the Labor Council has calculated the fair share fee;
- c) The Labor Council has certified to the Employer that the effected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the **Labor** Council for the purpose of determining and resolving any objections the employee may have to the fair share.
- d) The **Labor** Council and the Employer agree that the basis for dispute of an effected employee under this article shall be governed by the “Hudson” decision and that nothing in this Article shall violate the terms therein.

#### 5.4 Indemnification

The **Labor** Council shall hold and save the City harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

### ARTICLE 6 - HOURS OF WORK

#### 6.1 Regular Hours

The regular hours of work each day shall be consecutive. Under normal circumstances, Patrol Division officers shall work shifts of twelve (12) consecutive hours as follows:

- |                 |                       |
|-----------------|-----------------------|
| (1) Day Shift   | 6:00 a.m. - 6:00 p.m. |
| (2) Night Shift | 6:00 p.m. - 6:00 a.m. |
| (3) Peak Shift  | 4:00 p.m. - 2:30 a.m. |

Deleted: Night Shift

Eight (8) consecutive hours of work shall constitute a work shift for employee assignments as designated by the Chief of Police. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. Nothing in this Article or Agreement shall be construed as a guarantee of hours per day or days per week of employment or pay in lieu thereof, nor a limitation of hours per day or days per week which may be scheduled. [Any officer working the Peak Shift shall be paid a Peak Shift differential of \\$1.00 per hour.](#)

#### **6.2 Shift Rotation Schedule**

Officers working Patrol Division assignments shall work twelve (12) consecutive hours shift on an eight (8) week rotation. See following example:

Two days on	Monday and Tuesday
Two days off	Wednesday and Thursday
Three days on	Friday, Saturday, and Sunday
Two days off	Monday and Tuesday
Two days on	Wednesday and Thursday
Three days off	Friday, Saturday, and Sunday

#### **6.3 Work Schedule**

Work Schedules showing the employees' shifts, work days and hours shall be posted on all department bulletin boards at all times.

#### **6.4 Continuous Operations**

The practices with respect to continuous operations and scheduling of shifts in effect as of the date of execution of this Agreement shall be continued for the duration of this Agreement.

#### **6.5 Shift Change**

Except where circumstances which require a personnel shift change which could not be reasonably foreseen, any change from posted work schedule shall require a fifteen (15) calendar day notice, unless the officer agrees with the change. Notifications shall be in writing and posted. Date of posting is day one (1). [Any officer who is required to work a Night Shift for more than 2 months shall be paid a shift differential of \\$1.00 per hour for all continuous Night Shift hours beyond the 2 months. Officers who volunteer to work Night Shift shall not be paid this differential. Any officer working either the Peak Shift or the Night Shift, or a combination of both, for more than 3 months, shall be paid a differential of \\$2.00 per hour.](#)

#### **6.6 Permanent Work Change**

If the City decides to change the existing work schedule to a permanent shift assignment format, it must notify the **Labor** Council thirty (30) days prior to the change. The Labor Council shall

have the right to negotiate with the City over shift differential for those employees scheduled to work 6pm to 6am.

#### **6.7 Detective Schedules**

Officers working Detective Division assignments shall work shifts of eight (8) consecutive hours Monday through Friday. The Chief of Police may modify the work shifts of officers assigned to the Detective Division when deemed necessary.

### **ARTICLE 7 OVERTIME**

#### **7.1 Rate of Pay**

Time and one-half (1 ½) the employee's regular hourly rate of pay, as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours: All work performed in excess of forty (42) hours (for eight hour schedules) in any work week or eighty-four hours (for twelve hour schedules) in any bi-weekly work period.

An employee required to report to work before the start of his regular shift shall not be sent home early, but shall be given the opportunity to complete his regularly assigned work shift.

#### **7.2 Compensatory Time**

An employee may elect to take compensatory time in lieu of overtime payment. Compensatory time shall be calculated at the same rate as overtime payment. Employees may accumulate up to sixty (60) hours of compensatory time in any calendar year; however, an employee may maintain a balance of sixty (60) hours by depositing more compensatory time in the compensatory bank. (For example, if an employee accrues sixty (60) hours of compensatory time and then uses twenty-four (24) hours of compensatory time, the employee may accrue more compensatory time, not to exceed sixty (60) hours in the compensatory bank.) Hours can be used in increments of one (1) to twelve (12) hours. Ten (10) hours can be carried over from April to May. Hours carried over from one year to the next will be compensated at the pay rate the employee accumulated the hours at. At the end of the fiscal year, any accumulated compensatory time will be paid at the employee's then current overtime rate, unless the employee decides to carry a maximum of ten (10) hours over to the following year. Compensatory time shall not be unreasonably denied.

### **ARTICLE 8 SENIORITY**

#### **8.1 Definition**

Seniority means an employee's length of continuous uninterrupted service with the Employer since his last date of hire.

#### **8.2 Probation Period**

New employees shall be added to the seniority list one (1) year after completion of the Dixon Police Department Field Training Program (FTO). During this period of probation no grievance may be filed by such employee, or on his behalf, regarding his discharge or other discipline.

### **8.3 Seniority Lists**

Once each year the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local and the Labor Council when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Labor Council or an employee.

### **8.4 Breaks in Continuous Service**

An employee's continuous service record shall be broken and seniority lost by voluntary resignation, discharge for a just cause, lay-off for a period longer than continuous service or twenty-four (24) months whichever is least, failure to return upon recall from lay-off as provided in 9.1, retirement, and failure to return to active work on the first day of scheduled work following the expiration of a leave of absence.

## **ARTICLE 9 LAY OFF AND RECALL**

### **9.1 Lay-Off**

In the event the City lays a Patrolman or Sergeant off, it will lay-off the least senior employee in the classification to be reduced providing there remains on the staff an employee with the necessary skill, ability, knowledge and physical fitness to perform the work of the least senior employee. Where such skill, knowledge, ability and physical fitness is not available, the City may retain personnel out of seniority order. Such a decision is subject to the Grievance Procedure. A laid-off employee shall retain and accumulate seniority subject to Section 8.4 but shall receive no pay or other benefits of employment. Upon recall to work, an employee's vacation pay (not bonus) shall be pro-rated and each full calendar month on lay-off shall reduce his vacation pay by one-twelfth. A laid-off employee's Health, Welfare and Life Insurance will be continued as provided in Article 22 for three (3) full calendar months following lay-off. The City will recall an employee by telephone, telegraph or registered letter in seniority order subject to the same skill, ability, knowledge and physical fitness provision as governs lay-off, and the employee will accept recall within seventy-two (72) hours of receipt and report to work within five (5) calendar days of receipt.

### **9.2 Re-Call**

The Employer shall give the Labor Council and the affected employee(s) not less than two (2) weeks prior notice of the effective date of any layoff. Laid off employees shall then receive thirty (30) days pay. Employees shall have recall rights for not less than twelve (12) months from the date of layoff.

## **ARTICLE 10 STRIKES AND LOCKOUTS**

There shall be no lockout of employees instituted by the Employer during the term of this Agreement. There shall be no strike of any kind during the term of this Agreement.

## **ARTICLE 11 DISCIPLINE AND DISCHARGE**

### **11.1 Representation**

Employees covered by this Agreement shall have the right to request and to have a Labor Council representative with him/her at all stages of interrogation whether formal or informal. "Labor Council Representative" for the purposes of this Article shall be defined as a representative of the Illinois Fraternal Order of Police Labor Council. A local representative may be named by the Labor Council in the event that an immediate need arises in an emergency requiring immediate investigation or at the discretion of the Labor Council. This local representative shall be a person who is not an investigator of, a witness to, or in any way involved in the matter under investigation. It is agreed that any relevant information or document not available for inspection prior to any proceeding under this Agreement adverse to the interest of the employee shall be barred from use.

### **11.2 Conduct of Disciplinary Investigation**

If an inquiry, investigation, or interrogation, oral or written, of an employee classified as a "peace officer" under the Act could result in the recommendation of some action, such as suspension, dismissal, loss of pay, reassignment or a similar action which could be considered a punitive measure, then the Employer shall follow the procedures set forth in the Illinois Compiled Statutes, 50 ILCS 725/1 et seq.

### **11.3 Just Cause**

Disciplinary action may be imposed upon an employee only for just cause.

### **11.4 Progressive/Corrective Discipline**

The parties recognize the principles of progressive and corrective discipline. The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense, including discharge for first offense for major offenses.

### **11.5 Expungement of Records**

The parties agree that oral or written warnings shall be expunged from an employee's personnel and/or disciplinary file(s) one (1) year after the warning is received providing no repeat of the same infraction has occurred in that period. All such expungements shall take place upon written request by the employee. Any information of an adverse employment nature which may be

contained in any exonerated, unfounded or no conclusion file shall not be used against the Officer in any future disciplinary proceeding.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

If any difference should arise, an earnest effort shall be made to settle it in the manner described below, provided that no grievance shall be processed in any step (including arbitration) if the aggrieved employee, or any employees, are engaged in a strike in violation of this Agreement.

### **12.1 Labor Council/City Grievance Representation**

Labor Council grievance representation will consist of no more than two (2) members of the bargaining group (who have at least one (1) year's seniority) and may be elected or selected at this discretion of the Labor Council. The City will be represented in the various steps of the grievance procedure as follows:

Step 1 - Lieutenant or his representative  
Step 2 - Chief of Police or his representative  
Step 3 - City Commissioners or their representative

### **12.2 Definition**

A grievance is defined as an allegation by an employee, or the exclusive bargaining representative on behalf of an employee, that the City has violated a provision of the collective bargaining agreement. All formal grievances shall be processed in accordance with these grievance procedures. The parties acknowledge that the informal resolution of disputes is appropriate in certain circumstances and that resolution of problems at the lowest possible level is in the best interests of both parties, therefore, nothing herein shall prohibit the parties from informally discussing and resolving disputes under the contract.

### **12.3 Procedure**

#### **Time Limits and Grievance Steps**

- A. The Grievance: All grievances to be processed under this Article 12 shall be presented in writing. The grievance shall state: the name of the grievant; the Article and Section of the Agreement alleged to have been violated; the date of the occurrence which gave rise to the grievance; and, a description of the occurrence. The grievance shall be signed by the grievant or their representative, dated and present to the grievant's immediate supervisor.
- B. Time for Filing: The written grievance must be presented to the immediate supervisor within ten business (10) days of the date the grievant knew, or with the exercise of reasonable due diligence should have known, of the occurrence which gave rise to the grievance. For grievances where the alleged violation is an action taken at any public meeting pursuant to the Open Meetings Act, the time limit for filing a

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grievance shall be ten business (10) days after such meeting. If a grievant should fail to advance a grievance through the steps within the proscribed time limits, the grievance shall be barred. Should any administrator fail to respond within the time limits proscribed, the grievant shall be allowed to advance the grievance to the next step. Time limitations may be extend by mutual written agreement. The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

C. There shall be 4 steps in the grievance process and the grievance shall be processed in the order of the steps unless the parties mutually agree in writing that a grievance should be initially filed a level higher than level 1. Once a grievance has been acted upon at any level of the grievance process, no new alleged violations may be added. A grievance may be withdrawn by the grievant at any step. Any resolution of the grievance during the grievance processed shall be reduced to writing and signed by the parties.

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D. Employees shall have the right to have a union representative accompany them through the grievance procedure. The employee shall identify the representative prior to the initial Step 1 meeting.

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E. Grievance Steps:

STEP 1: Department Head: The employee shall initially present the grievance to the appropriate Department Head or their designee. The Department Head or designee shall schedule a meeting with the employee and the union representative to discuss the grievance and shall respond to the grievance in writing within 5 business days. A copy of the response shall be provided to the employee and the union representative.

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STEP 2: City Manager: If the grievance is not resolved at the STEP 1 level, the grievant or Union may proceed to STEP 2 by giving notice to the City Manager within 5 business days after the receipt of the Public Works Director's response. The City Manager shall schedule a meeting with the employee/union within 10 days of receipt of the notice with the employee and the union representative. The City Manager shall provide a written response within 10 business days following their meeting. A copy of the response shall be provided to the employee and the union representative.

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STEP 3: Grievance Committee: If the grievance is not resolved at the STEP 2 level, the grievant or union may proceed to STEP 3 by giving notice to the Mayor within 10 business days after the receipt of the City Manager's response. The Mayor shall schedule a meeting with the grievance committee within 21 days of receipt of the notice with the employee and union representative. The grievance committee shall consist of 2 council members and a member of the Police and Fire Commission. The grievance committee shall provide a written response within 10 business days following the STEP 3 meeting. A copy of the response shall be provided to the employee and the union.

STEP 4: Arbitration: If the grievance remains unresolved within 10 business days after the reply of the Grievance Committee, the grievant, with the consent of the Union, may invoke arbitration.

#### 12.4. Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within 10 business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of 7 names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators or American Association of Arbitrators and are residents of Illinois, Wisconsin or Indiana. Both the employer and the Union shall have the right to strike 3 names from the list. The parties by a toss of a coin shall determine which party shall first strike 1 name; the other party shall then strike 1 name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

#### 12.5 Authority of the Arbitrator

The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with issues of contract interpretation or application submitted to him and appealed to arbitration, and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the employer and to the Union within 30 days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the fact of the grievance presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

#### 12.6. Expenses of Arbitration

The fees and expenses of the arbitrator shall be borne equally by the employer and the union. However, each party shall be responsible for compensation of its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

### ARTICLE 13 UNION ACTIVITIES

Labor Council activity within City facilities shall be restricted to collective bargaining under this Agreement. The Labor Council shall not engage in Labor Council activities on City time or its property which will interfere with assignments or duties. Members of the Grievance Committee shall ask for and obtain permission before leaving their jobs in order to conduct Labor Council

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business. Members of the Grievance Committee will ask for and obtain permission from the Sergeant of any employee with whom he wishes to carry on Labor Council business.

#### **ARTICLE 14 LABOR MANAGEMENT MEETING**

A Labor-Management Committee shall be established consisting of the Police Chief and other designated representative(s) of Management, the Labor Council, Local President and other designated representative(s) of the Labor Council. This Committee shall hold meetings at the request of either Party for the purpose of maintaining communications between Labor and Management in order to cooperatively discuss and solve problems of mutual concern. When one (1) party gives notice of request for a Labor-Management Committee meeting, the meeting shall be held within a reasonable period of time. An agenda for the Labor-Management meeting will be attached to said notice.

#### **ARTICLE 15 WAGES**

##### **15.1 Wage Schedule**

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

##### **15.2 Temporary Assignment Pay**

Each patrol shift will have an officer in charge when the Sergeant is absent. In order to designate the officer in charge of the shift, the command staff, which would include the Chief, Lieutenants, and Sergeants, would meet and decide by consensus what officer will be assigned to this position. In the event that there is a split decision, the Chief of Police will decide the outcome. In the event the officer would not want the responsibility, the command staff would decide on another officer for this assignment. The patrolman shall be paid at 110 percent of his normal rate of pay for the entire shift.

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#### **ARTICLE 16 CALL BACK AND COURT TIME**

##### **16.1 Call-Back**

An employee who has actually left work at the conclusion of his/her regular shift of work and who is called back to work shall be given a minimum of two (2) hours pay at his/her current overtime rate.

**16.2 Court Time** An employee called to testify in court by reason of his employment outside of his regular hours (as defined Article 6) shall be paid a minimum of two (2) hours at the 1½ time the employee regular hourly rate of pay or for actual time worked when hours worked exceed the two (2) hour minimum.

### 16.3 Court Stand-By Compensation

All employees working in the patrol division shall receive one (1) hour of court standby compensation, at time and one-half rate, if court is cancelled on the day the officer is scheduled to appear. An employee must be off-duty to be eligible for court standby compensation.

### 16.4 KSB Detail

An employee required to work the psychiatric unit at KSB outside of his regular hours shall be compensated at a rate of pay 2x their regular hourly rate for all hours assigned.

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### 16.5 KSB Standby Compensation

All employees shall receive 1 hour of KSB standby compensation at time and one half rate, if placed on standby for the KSB detail.

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## ARTICLE 17 SICK LEAVE

### 17.1 Injury-On-Duty

A sworn officer who is injured in the line of duty shall be entitled to receive his full salary in accordance with the "Public Employees Disability Act" 5 ILCS 345/1 Illinois Compiled Statutes, except that he shall remit to the City whatever moneys he shall receive from Workmen's Compensation insurance carriers during this time period. In no instance shall he receive a total pay in excess of his earnings had he not been disabled. During such leave employees shall be entitled to all benefits as if working.

A probationary employee (an employee with less than 1 years' service with the Police Department) shall be entitled to pay in accordance with section 17.1 above. This benefit is solely and exclusively to be applied to service-connected illness or injury for which benefits under the Public Employees Disability Act are paid. The employee will remit to the City whatever moneys he receives by reason of payment from Workmen's Compensation insurance carriers or other during this time period.

### 17.2 Non-Work Related Injury/Illness

A non-probationary employee who is ill or injured by reason of any cause other than one covered by Workmen's Compensation, self-employment or employment by another Employer shall be entitled to up to four (4) months' full pay in any calendar year. If an employee exhausts the benefits provided hereunder, he must return to the active employment of the Police Department for a period of not less than four (4) consecutive months before being eligible for further benefits, the calendar year provisions contained in this Article notwithstanding.

### 17.3 Requirements for Benefits

Any benefits received under this Article shall be contingent upon the employee furnishing medical evidence in the form of a licensed medical physician stating in detail the nature of the employee's illness or injury, its extent, probable duration, and that it is sufficiently disabling to require his absence from work. It is understood and agreed that an employee making application for, or receiving, benefits under this Article may be required to undergo a physical examination by a physician designated by the City. It is further agreed that an employee **is** making application for or receiving benefits under this Article releases any physician having knowledge of his illness or injury to supply the City with such information. The City shall bear the cost of any such examination it requires an employee to take.

#### 17.4 Use of Sick Time

An employee may use vacation or personal days for critical illness in his immediate family as defined in Section 18.4. An employee may use flex time, personal time, or vacation time to care for minor children including doctor, dentist, or outpatient appointments. Personal time may be taken in one (1) hour increments. Additionally, an employee may use two (2) sick days from December 15 through December 14 if a household member is sick. A household member is defined as someone who resides in the house on a regular basis. Any sick day use for a household member shall not count against the employee's use of sick days for purposes of calculating the sick bonus in the 17.5 below.

#### 17.5 Sick Leave Bonus

Employees who qualify will receive an annual sick leave bonus check on [the second pay period of December of each year](#). If an employee uses zero sick days from December 1, through [November 30](#), the employee will receive a \$200.00 check. If an employee uses 1 sick day from December 1, through [November 30](#), the employee will receive a \$100.00 check. If an employee utilizes sick time for a household member as defined in Section 17.4, these sick days will not count against them for the sick leave bonus check [for up to 2 days of sick time for household members](#).

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#### 17.6 Fitness for Duty Examination

Should the Chief of Police have reasonable suspicion to believe that an employee is not fit for duty; the employee may be required to submit to an examination by a qualified and licensed medical professional selected by the Employer in order to determine the employee's fitness for duty. Any such examination shall be at the Employer's expense. The employee shall be notified in writing of any such examination. The written notice shall also contain the basis for the Chief's reasonable suspicion to believe the employee is not fit for duty. The examining professional shall form an opinion, based on the results of the employee's examination as to the employee's fitness for duty. The professional shall forward such opinion to the Chief of Police. Such opinion shall be confidential with only the Chief of Police, the medical professional, the employee and only those individuals having a need to know having authorized access to such reports. If it is determined as a result of an examination that the employee is unfit for duty, the

employee shall be placed in an appropriate status based on the nature of the illness and/or disabling injury.

## **ARTICLE 18 LEAVES OF ABSENCE**

### **18.1 Eligibility Requirements**

An employee shall be eligible to apply for a leave of absence after 1 year of service with the Employer. The maximum duration of time which may be requested or granted for a leave of absence is 6 months. Any period of leave allowed under an approved leave of absence shall be without pay or fringe benefits unless this Article or other provision of this Agreement expressly states that the benefit will be available to an employee on a leave of absence.

### **18.2 Application for Leave**

All requests for a leave of absence shall be submitted in writing by the employee to his immediate supervisor or their designee. The request shall state the basis for the leave of absence, the proposed start date for the leave and the length of time being requested. A request for a leave of absence shall be answered by the City Manager as soon as is practical. A written approval or denial of the request shall be delivered to the employee by the City Manager and, if denied, shall state the basis for the denial.

### **18.3 Basis for Approval or Denial**

Leaves of absence may be granted by the City for any purpose determined to be reasonable. When evaluating the reasonableness of a leave of absence the reviewing administrator shall take into consideration the following factors:

- a. Whether the purpose for the leave is reasonable under the circumstance.
- b. The job duties of the individual requesting the leave and whether such duties can be reasonably performed by other or temporary employees.
- c. The length of the leave requested by the employee.
- d. Whether the leave of absence would unduly burden the operations of the City.
- e. Any other factors the Employer determines to be relevant under the circumstances.

### **18.4 Return to Work After Leave of Absence**

Upon the expiration of a leave of absence an employee shall be returned to the position they held at the time the leave of absence was granted, provided the position still exists and the employee has the skills and physical ability to perform the job. The leave of absence shall not be considered a break in service for the accrual of seniority or length of service with the employer. The employer may request a certification from a physician stating the employee is fit to perform their job duties upon return from a leave of absence which was taken for medical purposes.

If the same position the employee held prior to the leave of absence no longer exists, the

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employee shall be placed in any open position in the employee's former department which the employee is qualified to hold. If no position is available, the employee shall have rights to recall to any open position which comes available for which the employee is qualified for a period of 1 year from the time the leave of absence commenced. An employee with the physical fitness and capacity and seniority to perform the job shall be returned to whatever position his seniority entitles him.

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#### 18.5 Bereavement Leave

Employees working under this agreement shall receive bereavement leave as follows:

1. Up to five consecutive days bereavement leave with pay for all regularly scheduled work days in that 5 day period, shall be allowed, if necessary, in case of death of a parent, sister, brother, spouse or child (including step relatives).
2. Up to three consecutive days bereavement leave with pay for all regularly scheduled work days in that 3 day period, shall be allowed, if necessary, in case of the death of a grandparent, great grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law.
3. To qualify for bereavement leave the employee must actually attend the funeral of the above mentioned relative.

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#### 18.6 Jury Duty

An employee is entitled to be absent from work for the performance of jury duty without loss of pay. The employee shall notify his immediate supervisor when summoned for jury duty and inform the supervisor of the scheduled dates and times the employee is required to appear for jury duty. The employee shall be paid at their regular rate of pay on the days and for the periods of time the employee was otherwise scheduled to work when performing jury duty. The hours paid for jury duty shall not be used for the determination of overtime. Any compensation received by the employee for jury duty shall be reimbursed to the City. If the employee is released from jury duty and there remains 4 or more hours on their regular work shift, they shall report to work after being released from jury duty.

Deleted: Any eligible employee shall be given five (5) consecutive days off where the place of burial, or memorial service (but not both), is two hundred and fifty (250) miles from Dixon City Hall or three (3) consecutive days off in town, in the event of a death in his/her immediate family. The employee shall be paid for all regularly scheduled work days in that five (5) or three (3) day period beginning with the date of death, unless the services for the death fall outside of this time frame. - ... [3]

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Employees required to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) who request a leave of absence to perform their civic duty shall be granted time off with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities. Employees shall be paid the difference, if any; between the compensation they receive from the court or other public body and their wages for each day service. Such payment shall not exceed eight (8) hours straight time pay for each day of service.

#### 18.7 Personal Days

Upon reasonable notice and with the prior permission of the Chief of Police or his designated representative, each non-probationary employee, with at least one (1) year of seniority shall be entitled to 48 hours of absence with full pay.

**18.8 Maternity/Paternity Leave**

An employee qualifies for sick pay for pregnancy leave providing she has a doctor's statement specifically stating the reason she is unable to perform her normal duties due to her physical condition. Any maternity leave which is requested over and above the actual physical disability must be in the form of a leave of absence and without pay. Normal disability benefits will be six (6) weeks and up to 8 weeks if complications are incurred after delivery or delivery by Cesarean. The employee is entitled to full pay during this period as well as all benefits. Any time taken off beyond the actual disability period explained above, is considered maternity leave and must be in writing to the Mayor. This time is without pay, and the insurance benefits can be continued if the employee wishes to pay the contribution amount.

**ARTICLE 19 HOLIDAYS****19.1 Holiday Compensation**

The parties recognize the difficulties imposed upon the community and the Administration of the services rendered by the Police Department by Holidays being taken as time off and paid for. Therefore, in lieu of this practice and in its stead, an allowance shall be paid to each employee who qualifies for and actually takes a vacation in the amount equal to seven and one-half percent (7.5%) of his gross annual earnings for the prior calendar year payable on or before May 1 each year.

Eight (8) hour employees will receive five (5) of the City's recognized holidays off per year. The holidays chosen by the employee will be subject to approval by the Chief of Police, or his designee. An employee called to work on their holiday off will have the option to submit overtime at the regular overtime rate or work an eight (8) hour holiday and receive a different holiday off. A school resource officer who works the entire school year on eight (8) hour shifts will receive the provisions of Article 19.

**ARTICLE 20 VACATIONS****20.1 Eligibility and Allowance**

Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements:

<u>Service Requirements</u>	<u>Vacation Period</u>
<u>Employees hired before 12/31/16</u>	
1 year, but less than 5 years	128 hours
5 years, but less than 10 years	152 hours
10 years, but less than 15 years	176 hours
15 years, but less than 20 years	200 hours



20 years or more 240 hours

<u>Employees hired after 12/31/16</u>	
<u>1 year, but less than 3 years</u>	<u>90 hours</u>
<u>3 years, but less than 5 years</u>	<u>120 hours</u>
<u>5 years, but less than 10 years</u>	<u>142 hours</u>
<u>10 years, but less than 15 years</u>	<u>170 hours</u>
<u>15 years, but less than 20 years</u>	<u>184 hours</u>
<u>20 years or more</u>	<u>220 hours</u>

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## **20.2 Vacation Pay**

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's vacation period. A vacation bonus of fifteen percent (15%) of the monthly pay will be added to the vacation pay. Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period. The practices as of the date of the execution of this Agreement with respect to the selection and allocation of vacation periods shall be continued for the duration of this Agreement. Vacation time may be taken in one (1) hour to one (1) day increments with the prior consent and authorization of the Chief of Police or his designated representative.

## **20.3 Work During Vacation Period**

Vacations must be taken, except covered members may carry over up to five (5) days from fiscal year until the next fiscal year. However, any employee who, by reason of an emergency requiring his services, is required to work during his vacation period (including regularly scheduled days off before or after the vacation period) shall be paid for regular hours at a rate of time and one-half (1 ½) his regular rate, and for overtime hours at a rate of two and one-half (2 ½) times his regular rate of pay. In addition, the employee's remaining vacation (with pay) shall be rescheduled to a future period. Vacation Period is defined as at least one-half (1/2) day of vacation or the final hours used of an officer's yearly allocated vacation time. For example: If an officer has three (3) hours remaining of his/her annual vacation time and uses this time off at the beginning or ending of the shift, this will be considered a vacation period. Any employee who resigns from the Police Department must give not less than two (2) weeks written notice in order to be eligible to receive his accumulated vacation pay.

# **ARTICLE 21 CLOTHING ALLOWANCE**

## **21.1 Uniforms**

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer, but shall remain the property of the City. The City shall provide to each officer a new vest carrier every two years. The cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the

Employer, except that laundering and/or dry cleaning shall be the responsibility of the employee. The minor repair and maintenance of clothing resulting from the usual wear and tear shall also be the responsibility of the employee.

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## 21.2 Detective/Special Assignments

An employee assigned to Detective (or the present Detectives) or staff assigned to special assignments (School Resource Officer, Investigator or Blackhawk Task Force) who is required to wear clothing other than a uniform shall, upon appointment, receive a clothing reimbursement on or before May 1 each year of up to seven hundred-fifty dollars (\$750.00) for the first year of his appointment and each succeeding year thereafter. Reimbursement shall be made upon presentation of receipts for clothing or, alternately, clothing may be purchased for employee by the City.

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## 21.3 Footwear Allowance

The City shall provide a footwear allowance of \$200.00 every 2 years to each uniformed officer who has been in a patrol position for at least 1 of those 2 years. For every newly hired uniformed officer, the City shall likewise cover up to \$200.00 of the cost of the first pair of work footwear. Reimbursement shall be made upon presentation of receipts for footwear, or, alternately, footwear may be purchased for employee by the City.

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## ARTICLE 22 INSURANCE

### 22.1 Health Insurance

The City agrees to offer health and welfare coverage benefits for each full time employee. The City reserves the right to change carriers, self-insure, introduce or eliminate insurance plans so long as the new coverage and benefits, including co-payments, deductibles, co-insurance and out of pocket maximums, remain substantially similar to the Summary Plan Descriptions located in Appendix D.

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#### Plan Options.

Employees shall have the option to enroll in one of two Plan Options:

- 1) Plan D- Preferred Provider Organization (PPO).
- 2) Plan E- High Deductible Health Plan (HDHP) and Health Savings Account (HSA).

#### Sharing of Insurance Premium Costs.

The applicable premium costs for providing the health insurance benefits provided for under Plan Option D or E shall be shared between the City and the employees as designated in Appendix D.

#### HSA Option

The savings in premium costs resulting from employees selecting the High Deductible Health Plan shall be shared between the City and the employee. The City will contribute to the employee's health savings account in the amounts designated in Appendix D.

#### Insurance Committee

The City will institute a health insurance review committee to assist the City in the review of health insurance alternatives. This committee shall be comprised of 4 representatives from the City and 4 representatives of City employees. Employees represented under this agreement shall have a representative of their choice as a member of the committee. The committee shall meet on a quarterly basis and such additional times as needed to review the City's health benefit package, discuss and propose possible modifications to the benefits and recommend changes to the City Council. Recommendations from the committee shall only be made in the event the majority of the committee members vote to approve the change. Any changes to the benefit plan recommended by the committee shall be considered to satisfy the provisions of this Article which requires the plan benefits to remain substantially similar whenever a change is made. The health insurance review committee shall not have the power to recommend changes to the City Council regarding the following: the percentage of premiums paid by the employer or employees, deductibles or out of pocket maximums.

#### Affordable Care Act (ACA)

It is understood and agreed that the City may make necessary changes to the health benefits provided under this Agreement so such coverage will (1) comply with the ACA and any other federal or state health care laws; (2) not result in the imposition, directly or indirectly, of an excise tax for high cost coverage (Cadillac Tax) under the ACA or any similar state or federal legislation or regulation; and (3) to ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care laws. If such changes are deemed reasonably necessary by the City, the City will provide the Union with written notice and an opportunity to discuss the changes, provided such discussions shall not operate to delay the City's implementation of such changes. If the Union takes any action to prevent the implementation of the changes under this paragraph and the City is required to pay an excise tax or penalty under the ACA or any similar state or federal legislation or regulation for any coverage option, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/ penalty paid by the City.

#### Alternate Medical Benefits

Nothing in the Agreement shall be construed as limiting the City's right to offer alternative medical plans to bargaining unit employees and their eligible dependents and the employee's ability to accept such alternative plans on a voluntary basis. If the employee elects an alternative plan, the terms of the alternative plan shall not be modified during the plan year. The City reserves the right to annually determine and modify the terms and conditions of such alternative plans, however, any proposed changes to a plan shall be provided to the employees prior to

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implementation and the employee may choose to leave the alternative plan and return to one of the plans offered by the City above when the annual enrollment period begins.

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## **22.2 Survivor's Insurance Benefit**

The City agrees to provide fully paid health insurance for the surviving spouse and/or children of any officer who dies as a result of the lawful performance of his duties, consistent with the insurance coverage provided other bargaining unit employees. This shall include the children of the deceased who is not yet born at the time of the employee's death. Dependent children shall be eligible for this continued coverage until the age determined by the insurance carrier's policy and the City of Dixon.

## **22.3 Life Insurance Benefit**

The Employer shall provide \$25,000 life insurance and \$25,000 accidental death plan at no cost to employees. During the contract period, the City may, at its discretion, change insurance carriers or self-insure. The City shall meet and confer with the Labor Council prior to changing insurance carriers or adopting self-insurance.

## **22.4 Retiree Insurance Benefit**

For employees hired prior to 12/31/16, the City shall pay one-half (1/2) of the cost of the health insurance plan premiums as provided in Section 22.1 above for retired employees who have twenty-five (25) years credible service as a police officer with the City and have attained the age of fifty (50). Coverage ceases with eligibility for Medicare. If an employee retires on duty disability the City carries the employee portion of the cost until he is eligible for Medicare.

**Deleted:** The City will provide plan options (Plan 1 through 4) as attached hereto for selection by the individual employee under conditions established by the insurance provider, however the City will contribute only the Plan 4 rate. Should an employee select a more expensive Plan the City will contribute towards the employee's selection only the amount that the City is contributing for Plan 4. The Employer agrees to pay the actual monthly premium each month for health and welfare coverage for each non-probationary employee for coverage in effect on the effective date of this Agreement. The Employer agrees to pay \$275.00 of the actual monthly premium each month for health and welfare coverage for an employee's dependents for coverage in effect on the effective date of this Agreement. In addition to these benefits, a prescription drug card will be provided each covered employee. Where the employee has provided for dependent coverage, the remaining cost of that coverage above the \$275.00 monthly contribution paid by the Employer will be deducted from his pay and remitted to the insurance company. Upon reasonable request, the City will furnish the Labor Council experience and financial data regarding both employee and dependent coverage provided herein. ... [5]

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## **22.5 Inoculations and Vaccinations**

The City agrees to pay all expenses for inoculation or immunization shots for an officer and for members of an officer's family when such becomes necessary as a result of an officers exposure to contagious diseases where officer said has been exposed to said disease in the line of duty. The City agrees to provide, and pay all expenses for, Hepatitis B inoculations or boosters for an officer who has not previously had those shots. This inoculation shall be provided at a medical facility chosen by the City. The City shall provide each officer with an annual flu vaccination. This vaccination shall be provided at a medical facility/ location chosen by the City.

## **ARTICLE 23 GENERAL PROVISIONS**

### 23.1 **Bulletin Boards**

The Labor Council bulletin board, supplied by the City, may be used by the Labor Council for the following purposes: recreational and social affairs of the Labor Council, Labor Council meetings, Labor Council appointments, Labor Council elections, results of Labor Council elections, FOP Newsletter. All other notices, bulletins or information require the written approval of the Chief of the Police Department or his representative. All notices posted by the Labor Council are the responsibility of the Labor Council and will be signed by the official responsible for its posting. All postings will bear a down-date, and the prompt removal of the notice after this date will be the responsibility of the individual who posted the notice. These bulletin boards will not be used for disseminating any matter of a political or controversial nature.

### 23.2 **In-Line of Duty Death Benefit**

The City agrees to contribute not more than seven thousand five hundred dollars (\$7,500) to defray the actual cost of services and/or goods usually and customarily provided by a licensed funeral director (home) for any officer who dies within one hundred and eighty (180) days of sustaining an injury while working and in the line of duty which injury is the direct and proximate cause of the officer's death.

### 23.3 **Educational Reimbursements**

An employee shall be eligible for reimbursement for the cost of tuition for instruction received at an accredited college or university which is police related. Each request for reimbursement shall be applied for and approved by the Chief of Police prior to the beginning of instruction. Such approval shall not be unreasonably denied. Approved reimbursement shall be paid only after successful completion, Grade C or better, of the class and submission of proper documentation (receipt, canceled check, etc.). Reimbursements shall not be made if any employee receives reimbursement from other sources. The maximum approved reimbursement per employee will be contingent on the number of employees applicable for this reimbursement. The employees will be allowed to exhaust the fund equally without exceeding \$10,000.00 per fiscal year.

**Deleted:** Approved reimbursements shall be for books and tuition and shall not exceed two thousand dollars (\$2,000.00) per fiscal year per employee with a maximum of \$10,000.00 per year for the department. Disbursement will be on a first come first served basis.

### 23.4 **Employee Testing**

- **Prohibitions**

Employees are prohibited from consuming, possessing, selling, purchasing or delivering illegal drugs at any time except in accordance with duty requirements, or failing to report to their supervisor any known side effects of medication or prescription drugs which they are taking.

- **Type of Testing**

Where the Employer has reasonable suspicions to believe that the employee has used or is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer has the right to require the employee to submit to alcohol or drug testing.

- **Order to Take Test**

The Employer shall provide the employee at the time he or she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the Employer bases its conclusion of reasonable suspicions. The employee shall have the right to consult with a union representative and/or counsel prior to any questioning. Refusal to comply with the order to test may subject the employee to discipline, but the taking of a test shall not operate to waive any objection or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

- **Tests to be Conducted**

The Employer shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA standards. The employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be a part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography or mass spectrometry (GCMS) or an equivalent scientifically accurate test.

- **Results**

As to drug testing, the Employer may be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the Employer (eg. insurance billings) shall not be used in any manner or forum adverse to the employee's interest. As to alcohol testing, test results showing an alcohol concentration of .04 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the Employer shall bear the burden of proof of establishing that concentrations less than .04 indicate the officer is under the influence in violation of this article. The employee shall receive a copy of all test results, information, documents, and other reports received by the Employer.

- **Right to Contest**

The Labor Council and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Agreement including the right to test, the order, the administration of the test, the significance or accuracy of the test, or any discipline that may result from any such testing, or the consequence of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this Agreement which the employee may pursue with or without the Union.

- **Voluntary Requests for Assistance**

No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign any employee if he is then unfit for duty in his current assignment. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interest. The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on an active status throughout the period of

rehabilitation. Such officer shall be afforded the opportunity to take an accumulated paid leave or take an unpaid leave during treatment.

- **Reasonable Suspicion Testing**

No officer shall be ordered to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason except upon reasonable cause to believe that the officer has consumed alcoholic beverages prior to reporting to duty and that the officer's ability to perform his/her duties is thereby influenced and impaired. The Employer shall set forth such reasonable suspicions and the basis thereof, including objective facts and reasonable inferences drawn from those facts in light of experience, in writing at the request of the officer affected.

- **Positive Tests**

Any employee who tests positive for drugs or alcohol may be subject to discipline up to and including discharge.

- **Physical Examinations**

The City will contribute up to three hundred dollars (\$300.00) towards the cost of a physical examination for each officer once every three (3) years. The exam profile will be mutually agreed upon.

#### **ARTICLE 24 - SEPARABILITY**

It is not the intent of either party hereto to violate any laws or rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are held as being in conflict of any such laws, rulings, or regulations, those portions should be considered to be void. Nevertheless, the remainder of this Agreement shall remain in full force and effect. Upon the invalidation of any provisions of this Agreement, either party may demand the parties meet to negotiate a replacement for the portion of this Agreement which has been struck down.



Such meeting shall be held as soon as is reasonably possible and the parties will diligently pursue the matter thereafter to a conclusion or until either party presents the matter to arbitration as provided in Article 12 of this Agreement.

#### **ARTICLE 25 DURATION**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the City and the Labor Council, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter not specifically referred to or covered in this Agreement, even though such matters or subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except that the parties may voluntarily discuss any problem related to the wages, hours, or procedure or by special request.

It is further agreed that when this contract is signed, same shall be in effect from May 1, 2016, to April 30, 2019, and from year to year thereafter unless written notice is given by either party to the other on or before sixty (60) days prior to April 30, 2019, or the same date of any subsequent year, requesting that this Agreement be amended.

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This contract shall remain in force for the term specified above and during the period for negotiations for amendments to this Agreement or a new Agreement with this Labor Council. It is recognized that during this period, the parties may take advantage of the processes of mediation, fact finding, or other sources of conciliation. It is agreed that during the period of negotiations for a new or amended Agreement which may extend past the termination date of this Agreement, this contract shall remain in full force and effect, whatever date the new or amended Agreement is negotiated and executed, its provisions with respect to salaries only shall be made retroactive to the expiration date of this Agreement.

#### **ARTICLE 26 RESIDENCY**

Officers must reside within twelve and one-half (12.5) miles of the Dixon City Limits. Miles will be measured "as a crow flies."

#### **ARTICLE 27 SERGEANT PROBATIONARY PERIOD**

Effective May 1, 2013: A patrol officer who is promoted to the rank of Sergeant on or after May 1, 2013 will complete a one (1) year probationary period beginning on the date the promotion is effective. If the probationary Sergeant does not successfully complete the probationary period, he/she will return to the rank of Patrol Officer at the rate of pay for patrol officer matching his/her years of service.

In order to determine the successful completion of the probationary period, the command staff, which would include the Chief, two (2) Lieutenants, and Non-Probationary Sergeants, would meet and decided by consensus whether or not the Probationary Sergeant has successfully completed the probationary period. In the event there is a split decision, the Chief of Police will decide the outcome.

**ARTICLE 28 SIGNATURES**

FOR THE LABOR COUNCIL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE CITY OF DIXON:

\_\_\_\_\_  
Cole O'Donnell

## APPENDIX A WAGES

Section 1 Effective on or before May 1, 201~~6~~, May 1, ~~2017~~ and May 1, ~~2018~~ respectively, the ~~wage~~ for the classification of Patrolman shall be as shown below and shall be paid biweekly. This base wage rate, and all others included herein recognizes that the employees have a “make ready” period prior to each shift and “close up” period following each shift of up to fifteen (15) minutes and all employees may be required to work such time without additional compensation of any kind.

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Section 2 The Classification of Sergeant shall receive a differential of fifteen percent (15%) per month above the classification of Patrolman.

Section 3 The normal salary for all new employees shall be that of the Start rate. It is understood and agreed, however, that the City may employ a new employee in that classification at any ~~wage~~ higher than the ~~Start~~ rate at its sole pleasure so long as the amount coincides with a given step in the progression. It is agreed that the training and progression time for the Patrolman classification shall be four (4) years. The progression and wage steps are set forth below for the term of this Agreement.

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~~Wage progression step dates shall be May 1, regardless of the date of entry into the step and increases granted there under shall be effective on those dates. Any employee who is absent from active employment for more than one half (1/2) of the work days in any step may not be advanced to the next step until he has remained on his then present step through the next progression date.~~

**Deleted:** Monthly Rates for Patrolman

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~~Any officer hired between 5/1/14 and 12/31/16 shall be eligible for the alternate wage scale until that wage scale is exhausted, at which time they will be subject to the standard wage scale. During eligibility for the alternate scale, officers will have wage progression step dates of May 1 and November 1 regardless of the date of entry into the step and increases granted there under shall be effective on those dates. Any employee who is absent from active employment for more than one half (1/2) of the work days in any step may not be advanced to the next step until he has remained on his then present step through the next progression date.~~

### Section 4 Sergeants

Any employee advanced to the rank of Sergeant shall receive the base rate of that classification upon promotion.

### Section 5 Specialty Pay

Employees who are designated as Field Training Officer (FTO) shall receive additional compensation for the extra responsibility of the assignment. Said

compensation shall be \$2.00 per hour for the time the employee is performing in the capacity as a Field Training Officer.

Canine (K-9) Officers will take one-half hour per working day, as directed by the Chief of Police or his designee, for the routine care, feeding and maintenance of the dog. They will additionally receive the following compensation for all additional necessary care, feeding and maintenance during the year. Canine compensation will be \$1,600.00 per year.

Payment will be made in equal portions on May 1 and December 1 of the year.

Any employee who has achieved a Bachelor's Degree shall receive a yearly bonus of five hundred dollars (\$500.00). Payment will be on or before the first pay period in January. Any employee who has achieved an Associate's Degree shall receive a yearly bonus of two hundred-fifty dollars (\$250.00). Payment will be on or before the first pay period in January.

<b><u>Hired Before 12/31/2016</u></b>						
	<b><u>FY17</u></b>		<b><u>FY18</u></b>		<b><u>FY19</u></b>	
	<b><u>Patrolman</u></b>	<b><u>Sergeant</u></b>	<b><u>Patrolman</u></b>	<b><u>Sergeant</u></b>	<b><u>Patrolman</u></b>	<b><u>Sergeant</u></b>
Start	46,266		47,422		48,608	
0.5	47,813		49,009		50,234	
1	49,413		50,648		51,914	
1.5	51,066		52,342		53,651	
2	52,774		54,093		55,445	
2.5	54,539		55,902		57,300	
3	56,363		57,772		59,217	
3.5	58,249		59,705		61,197	
4	60,190	69,219	61,695	70,949	63,237	72,723
5	60,190	69,219	61,695	70,949	63,237	72,723
6	60,190	69,219	61,695	70,949	63,237	72,723
7	60,190	69,219	61,695	70,949	63,237	72,723
8	60,190	69,219	61,695	70,949	63,237	72,723
9	60,190	69,219	61,695	70,949	63,237	72,723
10	60,792	69,911	62,312	71,658	63,869	73,450
11	60,792	69,911	62,312	71,658	63,869	73,450
12	60,792	69,911	62,312	71,658	63,869	73,450
13	60,792	69,911	62,312	71,658	63,869	73,450
14	60,792	69,911	62,312	71,658	63,869	73,450
15	61,552	70,785	63,091	72,554	64,668	74,368
16	61,552	70,785	63,091	72,554	64,668	74,368

17	61,552	70,785	63,091	72,554	64,668	74,368
18	61,552	70,785	63,091	72,554	64,668	74,368
19	61,552	70,785	63,091	72,554	64,668	74,368
20	62,475	71,846	64,037	73,642	65,638	75,484

**Hired After 12/31/2016**

	<u>FY17</u>		<u>FY18</u>		<u>FY19</u>	
	<u>Patrolman</u>	<u>Sergeant</u>	<u>Patrolman</u>	<u>Sergeant</u>	<u>Patrolman</u>	<u>Sergeant</u>
Start	46,265		47,422		48,608	
1	49,735		50,979		52,253	
2	53,192		54,522		55,885	
3	56,649		58,066		59,517	
4	60,190	69,219	61,695	70,949	63,237	72,723
5	60,190	69,219	61,695	70,949	63,237	72,723
6	60,190	69,219	61,695	70,949	63,237	72,723
7	60,190	69,219	61,695	70,949	63,237	72,723
8	60,190	69,219	61,695	70,949	63,237	72,723
9	60,190	69,219	61,695	70,949	63,237	72,723
10	60,792	69,911	62,312	71,658	63,869	73,450
11	60,792	69,911	62,312	71,658	63,869	73,450
12	60,792	69,911	62,312	71,658	63,869	73,450
13	60,792	69,911	62,312	71,658	63,869	73,450
14	60,792	69,911	62,312	71,658	63,869	73,450
15	61,552	70,785	63,091	72,554	64,668	74,368
16	61,552	70,785	63,091	72,554	64,668	74,368
17	61,552	70,785	63,091	72,554	64,668	74,368
18	61,552	70,785	63,091	72,554	64,668	74,368
19	61,552	70,785	63,091	72,554	64,668	74,368
20	62,475	71,846	64,037	73,642	65,638	75,484

**All hours paid will be retro-active to May 1, 2016**

**APPENDIX B DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCKTOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, hereby authorize my Employer, the City of Dixon to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

-

**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clocktower Drive  
Springfield, Illinois 62704  
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

## **APPENDIX C**

### **Modified Return To Work Program Dixon Police Department**

#### **Purpose**

This program provides an employee who is temporarily unable to perform the full scope of his/her pre-injury job classification due to an on-duty or off-duty injury or non-contagious illness with the opportunity to do productive work thereby minimizing the number of lost work days.

#### **Concept**

This program is designed to facilitate the early return to work of employees who have been injured or who are ill. It has been shown that a worker, who is injured or ill, will recuperate faster and return to unrestricted duty quicker when allowed to participate in a modified capacity. This program is not designed to provide a permanent modified position, but is designed to assist in the recuperation process while keeping with the goal of an unrestricted return to duty.

An employee is eligible for this program if it has been determined by a qualified medical provider of the employee's choosing that the employee's injury or illness will result in a disability (subject to Article 17.5). Decisions on temporary light-duty assignments shall be made based upon the availability of an appropriate assignment given the applicant's knowledge, skills and abilities; availability of light-duty assignments; and the physical limitations imposed on the employee. Light duty assignments will be filled on a first come basis. If work is available to the employee who has temporary physical restriction, and the work does not violate the restrictions, the employee can be required to work. The employee must be allowed by their qualified medical provider to work at least four (4) hours per day in order to be eligible for the Modified Return to Work program.

Participation in this program is contingent on the employee continuing to follow orders as outlined by the employee's qualified medical provider and advancing toward an unrestricted release to return to duty. Employees will be allowed to go to physical therapy or appointments with their qualified medical provider during working hours. However, every effort must be made to schedule appointments during non-work hours.

This policy in no way affects the privileges of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans With Disabilities Act, or other federal or state law. This program may also be applicable in the event that an employee becomes pregnant.

#### **Procedure**

When an employee has sustained an injury or illness, which causes a temporary disability, the City will contact the employee's medical provider to ask for any modifications that will allow the employee to return to work. If accommodations can be made, the City will forward a description of the position to the medical provider for approval. Once the medical provider approves a modified position for an employee, the employee will meet with the Chief of Police.

The employee will receive an explanation of the modifications and a description of the duties to be performed while participating in the program. The employee and the Chief of Police will acknowledge by signature, they understand the modification and agree the employee will not exceed the modifications without written authorization from a qualified medical provider. The employee's status in the Modified Return to Work program will be re-evaluated after the employee makes subsequent visits to their qualified medical provider.

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## APPENDIX D

### Health Insurance Premium Costs

Coverage	City	Employee Hired before 12/31/2016	City	Employee Hired after 12/31/2016
2017 Single Premium	97.5%	2.5%	92.5%	7.5%
2017 Family Premium	74%	26%	74%	26%
2018 Single Premium	95%	5%	92.5%	7.5%
2018 Family Premium	74%	26%	74%	26%
2019 Single Premium	92.5%	7.5%	92.5%	7.5%
2019 Family Premium	74%	26%	26%	26%

### Health Savings Account Contribution

Coverage	City
Single Premium	20%
Family Premium (Differential over Single Premium)	13.5%

### Plan D- PPO

General Information	In-network	Out-of-network
Annual Calendar Year Deductible	\$500 person / \$1,000 family	\$1,000 person / \$2,000 family
Out-of-Pocket Maximum	\$1,500 person / \$3,000 family	\$3,000 person / \$6,000 family

Service	In-network	Out-of-network
Primary care visit to treat an injury or illness	10% Coinsurance	30% Coinsurance
Specialist visit	10% Coinsurance	30% Coinsurance

**Comment [B1]:** If we move to Choice Plus PPO, there must be a 20% difference between in-network and out-of network co-insurance. This is why I changed it to 30%.

Service	In-network	Out-of-network
Other practitioner office visit	10% Coinsurance	30% Coinsurance
Preventive care/screening/immunization	Covered at 100%	Not covered
Diagnostic test (x-ray, blood work)	10% Coinsurance	30% Coinsurance
Imaging (CT/PET scans, MRIs)	10% Coinsurance	30% Coinsurance
Generic drugs	\$5 Copay per prescription (retail); \$10 Copay per prescription (mail order)	If you use a Non-Network Pharmacy, you are responsible for payment upfront. You may be reimbursed based on the lowest contracted amount, minus any applicable deductible or copayment amount.
Preferred brand drugs	\$15 Copay per prescription (retail); \$30 Copay per prescription (mail order)	
Non-preferred brand drugs	\$25 Copay per prescription (retail); \$50 Copay per prescription (mail order)	
Specialty drugs	\$5 Copay per prescription (generic); \$15 Copay per prescription (preferred brand); \$25 Copay per prescription (non-preferred brand)	
Facility fee (e.g., ambulatory surgery center)	10% Coinsurance	30% Coinsurance
Physician/surgeon fees	10% Coinsurance	30% Coinsurance
Emergency room services	10% Coinsurance	30% Coinsurance
Emergency medical transportation	10% Coinsurance	30% Coinsurance
Urgent care	10% Coinsurance	30% Coinsurance
Facility fee (e.g., hospital room)	10% Coinsurance	30% Coinsurance
Physician/surgeon fee	10% Coinsurance	30% Coinsurance
Mental/Behavioral health outpatient services	10% Coinsurance	30% Coinsurance
Mental/Behavioral health inpatient services	10% Coinsurance	30% Coinsurance
Substance use disorder outpatient services	10% Coinsurance	30% Coinsurance
Substance use disorder inpatient services	10% Coinsurance	30% Coinsurance
Prenatal and postnatal care	10% Coinsurance	30% Coinsurance
Delivery and all inpatient services	10% Coinsurance	30% Coinsurance

Service	In-network	Out-of-network
Home health care	10% Coinsurance	30% Coinsurance
Rehabilitation services	10% Coinsurance	30% Coinsurance
Habilitation services	Not covered	Not covered
Skilled nursing care	10% Coinsurance	30% Coinsurance
Durable medical equipment	10% Coinsurance	30% Coinsurance
Hospice service	10% Coinsurance	30% Coinsurance
Eye exam	Not covered	Not covered
Glasses	Not covered	Not covered
Dental check-up	Not covered	Not covered

### Plan E- HDHP

General Information	In-network	Out-of-network
<b>Annual Calendar Year Deductible</b>	<b>\$1,300</b> person / <b>\$2,600</b> family	<b>\$2,000</b> person / <b>\$4,000</b> family
<b>Out-of-Pocket Maximum</b>	<b>\$4,250</b> person / <b>\$7,500</b> family	<b>\$5,000</b> person / <b>\$10,000</b> family

Services	In-network	Out-of-network
Primary care visit to treat an injury or illness	10% Coinsurance	40% Coinsurance
Specialist visit	10% Coinsurance	40% Coinsurance
Other practitioner office visit	10% Coinsurance	40% Coinsurance
Preventive care/screening/immunization	Covered at 100%	40% Coinsurance
Diagnostic test (x-ray, blood work)	10% Coinsurance	40% Coinsurance
Imaging (CT/PET scans, MRIs)	10% Coinsurance	40% Coinsurance
Generic drugs	20% Coinsurance	If you use a Non-Network Pharmacy, you are responsible for payment upfront. You may be reimbursed based on the lowest contracted amount, minus any applicable deductible or copayment amount.
Preferred brand drugs	20% Coinsurance	
Non-preferred brand drugs	20% Coinsurance	
Specialty drugs	20% Coinsurance	
Facility fee (e.g., ambulatory surgery center)	10% Coinsurance	40% Coinsurance
Physician/surgeon fees	10% Coinsurance	40% Coinsurance
Emergency room services	10% Coinsurance	40% Coinsurance

Services	In-network	Out-of-network
Emergency medical transportation	10% Coinsurance	40% Coinsurance
Urgent care	10% Coinsurance	40% Coinsurance
Facility fee (e.g., hospital room)	10% Coinsurance	40% Coinsurance
Physician/surgeon fee	10% Coinsurance	40% Coinsurance
Mental/Behavioral health outpatient services	10% Coinsurance	40% Coinsurance
Mental/Behavioral health inpatient services	10% Coinsurance	40% Coinsurance
Substance use disorder outpatient services	10% Coinsurance	40% Coinsurance
Substance use disorder inpatient services	10% Coinsurance	40% Coinsurance
Prenatal and postnatal care	10% Coinsurance	40% Coinsurance
Delivery and all inpatient services	10% Coinsurance	40% Coinsurance
Home health care	10% Coinsurance	40% Coinsurance
Rehabilitation services	10% Coinsurance	40% Coinsurance
Habilitation services	Not covered	Not covered
Skilled nursing care	10% Coinsurance	40% Coinsurance
Durable medical equipment	10% Coinsurance	40% Coinsurance
Hospice service	10% Coinsurance	40% Coinsurance
Eye exam	Not covered	Not covered
Glasses	Not covered	Not covered
Dental check-up	Not covered	Not covered

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## 12.2 Definition of Grievance

A grievance is defined as an allegation that the City has violated this Agreement. The City agrees that discipline or discharge of a non-probationary employee, as defined by the civil service rules, shall be for just cause.

## 12.3 Processing of Grievances

A grievance protesting the discharge of an employee or the discipline of an employee by loss of work time shall be initiated in Step 2 of this procedure of this Article. Such grievances must be filed within five (5) days (Monday through Friday) of the time the Labor Council or the employee knows of the City's action, in order to be valid and subject to the provisions of this Article and Agreement. No grievance shall be valid unless it is filed within five (5) scheduled work days of the time that the Labor Council or the employee knows of the alleged contract violation.

### 12.3 Grievance Steps

**Step 1** Any employee may discuss a grievance with his Lieutenant and he may, if he desires, be represented in such discussion by his Steward. If the employee elects to present his own case, the Steward will be notified and may be present to observe. The Lieutenant will answer the grievance within three (3) business days. Any settlement shall not be inconsistent with this Agreement.

**Step 2** If the employee desires that the grievance be processed further, the grievance must be reduced to writing on a form mutually agreed upon (Appendix D), dated, and signed by both the employee and his Steward, and be filed with the Lieutenant for referral to the Chief of Police.

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The Chief of Police shall arrange for a discussion with the Grievance Committee within five (5) business days after the date of filing. The Chief of Police will answer the grievance within five (5) business days from the date he received the written grievance.

**Step 3** An appeal from the Step 2 answer may be made by the Grievance Committee by filing a written appeal with the Commissioner of Police or his representative. The Commissioner of Public Health and Safety and/or his representative shall arrange a discussion of the grievance with the Grievance Committee and the Field Representative and/or representative of the **Labor** Council. The Commissioner of Public Health and Safety and/or his representative will answer the grievance within ten (10) business days following his receipt of the grievance at Step 3.

### 12.4 Grievance Settlement

Any grievance not appealed to the next succeeding step in writing and within five (5) business days of the City's last answer will be considered settled on the basis of the City's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except

discharge cases) by unilateral notice in writing, extend this time limit not to exceed a total of thirty (30) business days for the particular grievance.

### 12.5 Arbitration

If a dispute is not resolved through the grievance procedure as outlined in Article 12, a grievance as defined in Article 12 may be referred to arbitration within thirty (30) business days after the third (3<sup>rd</sup>) step meeting, excepting discharge cases, discipline cases, and similar matters involving City financial liability which shall be appealed to arbitration within ten (10) business days after the third (3<sup>rd</sup>) step meeting. Any grievance not appealed within the time limits expressed above will be considered settled on the basis of the City's last answer. At the time the grievance is advanced to arbitration, the employee or the **Labor** Council shall present to the City a statement of the issue, the remedy sought, and a brief statement for the basis of the claim, including the basic facts giving rise to the claim and the Article and Section of the Contract alleged to be violated. The parties will submit a written, agreed upon statement of the issue to be decided to the Arbitrator at the time of his appointment, or they will inform him at that time of their inability to agree on this issue, and each party will submit to the Arbitrator and the other party his definition of the issue. No briefs or argument will be filed with such statement of issue.

If the parties cannot agree on the statement of the issue or issues, the Arbitrator will hear testimony and argument from both parties on this point at the first meeting of the Arbitrator and the parties before proceeding with the hearing. He will then state the issue for the parties. Unless both parties request that the hearing proceed at once, it will be adjourned for not less than five (5) business days, nor more than ten (10) business days. The City will, upon receipt of a demand to arbitrate from the **Labor** Council, promptly and jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7). Upon receipt of such a list, each shall strike a name from the list, the order to be individual, alternate strikes to be determined by the toss of a coin, until one (1) name is remaining. The remaining individual shall be the arbitrator. Expenses of arbitration shall be borne jointly and divided equally between the City and the **Labor** Council. Each party, however, shall be responsible for compensating its own representatives and witnesses. grievants, witnesses, and **Labor** Council representatives who are excused from work by the City to attend the hearing shall not lose pay for the time, during their regularly scheduled working hours; however, attendance at any such hearing shall not obligate the City to pay additional compensation or overtime to any employee involved. The decision of the Arbitrator shall be final and binding on the parties.

### 12.6 Authority of the Arbitrator

The Arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement or its intent. There may be a court reporter present at the hearing of any arbitration hereunder. Should either party employ a court reporter, a record shall be provided to the Arbitrator. However, where both parties desire a record of the proceedings, the cost of the court reporter including the Arbitrator's copy will be divided equally between the City and the **Labor** Council. The Arbitrator shall render his decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing. The Arbitrator shall support his findings with a written opinion. His decision and opinion shall be based solely on and directed

to the issue before him. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

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Paula Meyer

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### 18.1 Eligibility Requirements

Employees shall be eligible for leaves of absence after one (1) year of service with the Employer. All leaves of absence granted under this Article shall be without pay or fringe benefits, except as specifically provided herein.

### 18.2 Application for Leave

Any request for a leave of absence for a reasonable purpose shall be submitted in writing by the employee to his Lieutenant. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Authorization for a leave of absence shall be furnished the employee by his immediate supervisor, and it shall be in writing. A request for a leave of absence shall be answered as soon as is practical. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the positions they held at the time the leave of absence was granted, provided the positions still exist and the employees have the skill and physical ability to perform the job. An employee with the physical fitness and capacity and seniority to perform the job shall be returned to whatever position his seniority entitles him.

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### 18.3 Reasonable Purpose

Leaves of absence for a limited period of time, not to exceed six (6) months, may be granted for any reasonable purpose. Reasonable purpose in each case shall be agreed upon by the **Labor** Council and the City.

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Paula Meyer

12/27/16 2:32:00 PM

Any eligible employee shall be given five (5) consecutive days off where the place of burial, or memorial service (but not both), is two hundred and fifty (250) miles from Dixon City Hall or three (3) consecutive days off in town, in the event of a death in his/her immediate family. The employee shall be paid for all regularly scheduled work days in that five (5) or three (3) day period beginning with the date of death, unless the services for the death fall outside of this time frame.

If the services occur outside of this time frame, the employee will be given the paid day(s) off to attend the services if the services fall on the employees regularly scheduled day(s) of work. Immediate family is defined as spouse, parents, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grand and great-grandparents (includes spouses) as well as "step" relatives in all cases named above. In order to qualify for pay, the employee must attend the funeral or memorial service. Where the time provided herein coincides with time off, there



will be no pay for those hours or days. The Chief of Police at his discretion may elect to extend up to five (5) consecutive days off for in-town burials.

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Paula Meyer

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#### 18.7 Benefit Time Paid

All time paid for but not worked granted under any provision of this Agreement, or flowing from it, shall not exceed ninety (90) paid days in any contract year. All benefit time paid for under in this Agreement where such provision may exist, (or be found to exist) shall be applied to an employee's time charged against this ninety (90) day limit.

Page 21: [5] Deleted

Paula Meyer

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The City will provide plan options (Plan 1 through 4) as attached hereto for selection by the individual employee under conditions established by the insurance provider, however the City will contribute only the Plan 4 rate. Should an employee select a more expensive Plan the City will contribute towards the employee's selection only the amount that the City is contributing for Plan 4. The Employer agrees to pay the actual monthly premium each month for health and welfare coverage for each non-probationary employee for coverage in effect on the effective date of this Agreement. The Employer agrees to pay \$275.00 of the actual monthly premium each month for health and welfare coverage for an employee's dependents for coverage in effect on the effective date of this Agreement. In addition to these benefits, a prescription drug card will be provided each covered employee. Where the employee has provided for dependent coverage, the remaining cost of that coverage above the \$275.00 monthly contribution paid by the Employer will be deducted from his pay and remitted to the insurance company. Upon reasonable request, the **City** will furnish the Labor Council experience and financial data regarding both employee and dependent coverage provided herein.

The City will not change the current health insurance policy or costs prior to January 1, 2014. Should the City desire to change portions of the health insurance policy or increase costs to the employees, during the term of this Agreement, the City will negotiate with the F.O.P. over those changes. The members of this bargaining unit will not pay any more for health insurance than any other employee of the City, whether union or non-union. The City will institute a health insurance review committee to assist the City in the review of health insurance alternatives and requests that a representative of the bargaining unit be part of that committee.



## COUNCIL ACTION FORM

Date: December 19, 2016

Presented By: O'Donnell

Subject: Agreement for Services- Fargo Creek Dam EAP Agenda Item: 12-C

### Description:

We are required to have the dam inspected annually. In a comment from the DNR dated June 11, 2015 it was noted that we lacked an emergency action plan for the dam. The plan was to be substantially complete by the end of 2015 or we risk having our permit revoked. No work on the plan was ever approved. Staff sought RFQ's from two engineering firms- Willet Hofmann and V&K. Willet was asked to submit based on their history with the dam and V&K was asked to submit based on their current contract for the Fargo Creek Study. Willet's proposal was for a not to exceed amount of \$28,501.36 and V&K's proposal was for a not to exceed amount \$47,880. However, Willet assumed that the IDNR would supply four critical components for the plan. Staff contacted the DNR and they do not have the information nor would they supply it. Willet could use data from the original study, but this is 30 years old. At the December 19th meeting Council asked staff to investigate the ramifications of using the old data. According to the DNR, the use of less accurate data from 30 years ago would widen the emergency notification area but would not affect flood mapping.

### FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 31-210-6200 Title: Infrastructure

Amount Budgeted: \$50,000

Actual Cost: \$47,880

Under/Over: \$2,120 under

Funding Sources:

Capital Fund

Departments:

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number:

# COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Recommendation:

Staff recommends approving the contract with V&K Engineering for a not to exceed amount of \$47,880 for the purpose of developing an Emergency Action Plan for the Fargo Creek Dam

Required Action

ORDINANCE\_\_\_ RESOLUTION\_\_\_ MOTION ☒ NO ACTION REQUIRED \_\_\_

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					

## MEMORANDUM

Date: 12/05/2016

To: City Manager

From: Public Works Director

RE: East Branch Fargo Creek Dam – Emergency Action Plan (EAP)

### **Background:**

The City in conjunction with IDOT and IDNR performed a flood study approximately 30 years ago on the Fargo Creek drainage. This study was in conjunction with IDOT performing some roadway improvements which affected the east branch of Fargo Creek.

The result of the study was the creation of the East Branch Fargo Creek retention area, also known as the East Branch Fargo Creek Dam.

### **Situation:**

The City is required to have an inspection performed every year on the East Branch Fargo Creek Dam. In a letter dated June 11, 2015, as per the normal notification, a comment was made as to the City not having the requested Emergency Action Plan (EAP) updated.

This reminder has been noticed to the City for the past five years and was to be substantially complete by the end of 2015. Without the updated plan our dam will be placed in a non-compliance status and we risk revocation of our permit.

**Solution:**

I have asked for proposals from two engineering firms to perform the required dam burst analysis and creation of repots to satisfy the IDNR as required for the EAP.

The firm Veenstra & Kimm, Inc. was asked as they are currently performing the Fargo Creek Flood Study. Their proposal was in the amount of \$ 47,880.00 – (not to exceed).

The firm Willett Hofmann & Associates, Inc. were also asked to submit a proposal. Their proposal was in the amount of \$ 28,501.36 – (not to exceed).

The Willett Hofmann proposal falls short on expectations as in their response the IDNR is to supply four of the components to satisfy the requirements. After emailing the DNR to confirm their contribution to the project, the DNR will not be suppling any updated information, nor do they have the funding in place for this. This excludes Willett Hofmann from being included as a viable engineer since they did not provide the required scope for the execution of the request.

**Conclusion:**

Since Veensta & Kimm, Inc, has submitted a complete proposal, and is performing an undated flood study, this can become an amendment to their project.

**Recommendation:**

Award the East Branch Fargo Creek Dam (EAP) project to Veensta & Kimm, Inc. as an amendment to their current contract in the amount of \$47,880.00 (not to exceed).



Terry Weter <terry.weter@discoverdixon.org>

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## East Branch Fargo Creek Dam - Permit 17901

3 messages

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Terry Weter <terry.weter@discoverdixon.org>  
To: PAUL.MAUER@illinois.gov

Thu, Dec 1, 2016 at 7:37 AM

Good morning Mr. Mauer,

I am in the process of updating the City of Dixon's Emergency Action Plan for our dam. Does the Department of Natural Resources provide the hydraulic shadow, floodwave travel times, cross sections and channel crossings?

I am asking this because one of our proposals from an engineering firm states that you will be providing this information.

If you would please call contact me that would be grateful.

Thanks.

Terry Weter  
Public Works Director  
City of Dixon  
121 W Second St  
Dixon, IL 61021  
Phone: (815)288-7474  
www.discoverdixon.org

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Mauer, Paul <Paul.Mauer@illinois.gov>  
To: Terry Weter <terry.weter@discoverdixon.org>

Fri, Dec 2, 2016 at 12:08 PM

Terry,

As a general rule, the consultant is not correct. Preparation of technical data is the dam owner's responsibility. This one is just a bit different since another part of this agency was involved in the design and construction. If the consultant is referring to the data that was developed during the design, the City should have copies, but if that is not the case, the old information may be available from the Department. To make that connection, we have to believe that the proposal came from someone that knows the history of the dam. If they do not know it, I would not use them for this work. If they do, the next question would be the City's desire to use 30 year old data as the basis for a new EAP. State funding for the flood control project ended long ago and there are no funds to support us updating the studies.

Paul

**From:** Terry Weter [mailto:terry.weter@discoverdixon.org]  
**Sent:** Thursday, December 01, 2016 7:38 AM  
**To:** Mauer, Paul  
**Subject:** [External] East Branch Fargo Creek Dam - Permit 17901

[Quoted text hidden]

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

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**Terry Weter** <terry.weter@discoverdixon.org>  
To: "Mauer, Paul" <Paul.Mauer@illinois.gov>

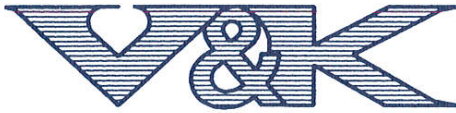
Fri, Dec 2, 2016 at 12:25 PM

Thank you for your response.  
It was my thought, but had to ask the question because I will be asked.

Thanks and have a great weekend.

Terry Weter  
Public Works Director  
City of Dixon  
121 W Second St  
Dixon, IL 61021  
Phone: (815)288-7474  
www.discoverdixon.org

[Quoted text hidden]



November 30, 2016

City of Dixon  
Attn: Terry Weter  
Public Works Director  
121 W. 2<sup>nd</sup> Street  
Dixon, IL 61021

DIXON, ILLINOIS  
FARGO CREEK FLOOD CONTROL STUDY -  
ENGINEERING SERVICE AGREEMENT – AMENDMENT #1

Veenstra & Kimm, Inc. is pleased to submit this Amendment #1 to Fargo Creek Flood Control Study Engineering Service Agreement dated October 3, 2016. This Amendment #1 is to provide professional engineering services for the Emergency Action Plan for the Regional Detention Pond in Dixon, Illinois.

Veenstra & Kimm, Inc.'s amendment is for engineering services based on the following scope of project to include an Emergency Action Plan for the Fargo Creek Main Channel Regional Detention Pond. The plan will be developed through meetings utilizing City staff and regulatory staff. The following are specific tasks that will be carried out for this plan:

- a. Survey of regional detention pond spillway and outlet structure
- b. Review City mapping/GIS/Flood Insurance Study/other studies
- c. Field review of Regional Detention Pond and outlet
- d. Hydrology and hydraulics – Dam Break Analysis for fair weather and wet weather situations
- e. Emergency Action Plan will include: general information about the Regional Detention Pond, roles and responsibilities of parties, event detection items, emergency level determination, notifications and communications, expected action, termination and follow-up of emergencies, maintenance, EAP review and update
- f. Charts or forms for the following: contact checklist, emergency event log, situation report, glossary of terms, resources available to help, property owner at risk list, Regional Detention Pond area - volume and spillway capacity data, national inventory dams data
- g. Maps or drawings of the following: location/vicinity, watershed, evacuation area for dry and wet situations

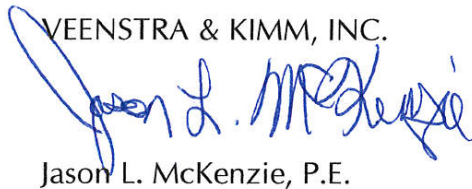


- h. City and IDNR coordination
- i. Submit draft EAP to City and IDNR
- j. Address City and IDNR comments
- k. Submit final EAP to City and IDNR

Veenstra & Kimm, Inc. will provide engineering services which will include the scope of services outlined above for the Not-to-Exceed fee of Forty-Seven Thousand Eight Hundred Eighty and 00/100 Dollars (\$47,880.00). Fees for services under this Amendment #1 will be billed and payable monthly.

This Amendment #1 may be made an agreement upon acceptance by affixing the proper signature and date in the spaces below.

If you have questions regarding this proposal, please contact the undersigned at 309-786-7590.

VEENSTRA & KIMM, INC.  


Jason L. McKenzie, P.E.

JLM:gfd

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

CITY OF DIXON, ILLINOIS

Attest:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**DIXON, ILLINOIS**  
**FARGO CREEK FLOOD CONTROL STUDY**  
**EMERGENCY ACTION PLAN COST ESTIMATE**

<b>Task</b>	<b>Cost</b>
Survey	\$ 3,600
City of Dixon Coordination	\$ 2,352
Roles and Responsibilities	\$ 719
5-step EAP Process	\$ 1,314
Notification Charts	\$ 719
Maintenance	\$ 838
Record of Holders	\$ 381
Contact Check List	\$ 738
Emergency Log	\$ 381
Emergency Report	\$ 381
Glossary of Terms	\$ 500
Resources Available	\$ 619
Location and Vicinity Map	\$ 557
Watershed map	\$ 676
Dam Break Analysis	\$ 14,257
Evacuation Maps	\$ 4,374
Property Owner at Risk List	\$ 1,038
Plan View of Dam Drawing	\$ 1,666
Profile of Principal Spillway	\$ 1,190
Reservoir and Spillway Data	\$ 738
IDNR Coordination	\$ 2,928
Address Draft Comments	\$ 3,180
 Kickoff Mtg	 \$ 1,124
Draft Mtg	\$ 1,124
Final Mtg	\$ 1,124
 <b>Subtotal Labor Cost</b>	 <b>\$ 46,518</b>
 <b>Reimbursable Expenses</b>	
 Printing	 \$ 500
Mileage	\$ 862
 <b>Subtotal Reimbursable Cost</b>	 <b>\$ 1,362</b>
 <b>Grand Total Cost</b>	 <b>\$ 47,880</b>



November 23, 2016

City of Dixon  
121 West Second Street  
Dixon, Illinois 61021

Attn: Terry Weter, Director of Public Works

Re: Fargo Creek Emergency Action Plan

Dear Mr. Weter:

Per your request, listed below is an outline for the structural engineering services and costs to put together an emergency action plan for the Fargo Creek Dam located in Dixon.

**SCOPE:**

- Prepare an emergency action plan in accordance with the attached letter and attachments from the Illinois Department of Natural Resources dated June 11, 2015.

**The Illinois Department of Natural Resources Shall Provide the following:**

- Item Number One of the attachment.
- Inundation maps (Item Number Two)
- List of events that could trigger an emergency condition (Item Number Three)
- Item Number Four

**PROPOSAL:**

- We propose to do the above scope of work for a not to exceed price of \$28,501.36 as shown in Exhibits "A" & "B" and in accordance with the Illinois Department of Natural Resources letter and attachments dated June 11, 2015.

**SCHEDULE OF SERVICES:**

- **EMERGENCY ACTION PLAN:** Willett, Hofmann & Associates, Inc. will start on these services as soon as the notice to proceed is given. The schedule is dependent on public coordination and responses plus review time by the Illinois Department of Natural Resources.

809 East 2nd Street, Dixon, IL 61021-0367 T: (815) 284-3381 F: (815) 284-3385

City of Dixon  
Proposal for an Emergency Action Plan  
November 23, 2016  
Page 2

Again, thank you for the opportunity to provide our services to Westwood Multi-Disciplined Surveying and Engineering Company. If you have any further questions, please give me a call.

The proposed scope of work described above is negotiable, however if the proposed services and terms listed meet with your approval, please have the appropriate person sign and date both copies of this Agreement and return one copy to our office. The attached terms and conditions dated November 23, 2016 are made a part of this agreement.

**City of Dixon:**

Accepted:

\_\_\_\_\_  
Signature/Date

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

By \_\_\_\_\_  
Brian K. Converse, P.E., S.E.

BKC:rv  
Enclosures  
cc: File

**COST ESTIMATE OF CONSULTANT SERVICES - EXHIBIT "A"**

Route:	None	Date:	November 23, 2016
Project:	Emergency Action Plan		
City:	Dixon	Firm:	Willet, Hofmann & Associates, Inc.
County:	Lee		
Township:	Dixon		
Exist Str:	Fargo Creek Dam	Estimate Prepared By:	Brian K. Converse, P.E., S.E.
Type of Funding:	Local		

Item	Man Hours (A)	Average Hourly Rate (B)	Payroll ( C )	*	InHouse Direct Costs (E)	*	Services By Others (G)	Total (C)+(D)+(E)+ (F)+(G) (H)	% of Grand Total (I)
Administration & Project Management	2.0	\$169.20	\$338.40					\$338.40	1.2%
Compilation and Evaluation of Data	8.0	\$131.20	\$1,049.60					\$1,049.60	3.7%
Public Coordination	20.0	\$134.22	\$2,684.40					\$2,684.40	9.4%
Emergency Action Plan Report	136.0	\$122.46	\$16,654.56					\$16,654.56	58.4%
Checking	8.0	\$146.30	\$1,170.40					\$1,170.40	4.1%
Exhibits	80.0	\$82.55	\$6,604.00					\$6,604.00	23.2%
	0.0	\$0.00	\$0.00					\$0.00	0.0%
	0.0	\$0.00	\$0.00					\$0.00	0.0%
	0.0	\$0.00	\$0.00					\$0.00	0.0%
	0.0	\$0.00	\$0.00					\$0.00	0.0%
	0.0	\$0.00	\$0.00					\$0.00	0.0%
	0.0	\$0.00	\$0.00					\$0.00	0.0%
	0.0	\$0.00	\$0.00					\$0.00	0.0%
	0.0	\$0.00	\$0.00					\$0.00	0.0%
	0.0	\$0.00	\$0.00					\$0.00	0.0%
TOTAL =	254.0		\$28,501.36	\$0.00	\$0.00	\$0.00	\$0.00	\$28,501.36	100.0%

# AVERAGE HOURLY PROJECT RATES - EXHIBIT "B"

Route: None  
 Project: Emergency Action Plan  
 Section: Dixon  
 County: Lee  
 Township: Dixon  
 Exist Str No: Fargo Creek Dam  
 Type of Funding: Local

Date: July 26, 2016

Firm: Willett, Hofmann & Associates, Inc.

Sheet: 1 of 2

Payroll Classification	Billing Rates	Administration & Project Management			Compilation and Evaluation of Data			Public Coordination			Emergency Action Plan Report		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$169.20	2.0	100.00%	\$169.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$146.30		0.00%	\$0.00		0.00%	\$0.00	4.0	20.00%	\$29.26		0.00%	\$0.00
Civil Engineer IV	\$131.20		0.00%	\$0.00	8.0	100.00%	\$131.20	16.0	80.00%	\$104.96	120.0	88.24%	\$115.76
Civil Engineer III	\$105.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern II	\$87.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$79.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$131.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$108.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$103.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$94.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor Manager	\$131.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor IV	\$105.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor III	\$77.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) II	\$73.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) I	\$67.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$85.80		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$79.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$71.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$64.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$78.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$74.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$56.90		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	16	11.76%	\$6.69
TOTALS:		2.0	100.00%	\$169.20	8.0	100.00%	\$131.20	20.0	100.00%	\$134.22	136.0	100.00%	\$122.46

# AVERAGE HOURLY PROJECT RATES - EXHIBIT "B"

Route: None  
 Project: Emergency Action Plan  
 Section: Dixon  
 County: Lee  
 Township: Dixon  
 Exist Str No: Fargo Creek Dam  
 Type of Funding: Local

Date: July 26, 2016

Firm: Willett, Hofmann & Associates, Inc.

Sheet: 2 of 2

Payroll Classification	Billing Rates	Checking			Exhibits			0			0		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$169.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$146.30	8.0	100.00%	\$146.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$131.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer III	\$105.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern II	\$87.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$79.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$131.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$108.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$103.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$94.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor Manager	\$131.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor IV	\$105.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor III	\$77.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) II	\$73.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) I	\$67.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$85.80		0.00%	\$0.00	40.0	50.00%	\$42.90		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$79.30		0.00%	\$0.00	40.0	50.00%	\$39.65		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$71.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$64.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$78.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$74.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$56.90		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		8.0	100.00%	\$146.30	80.0	100.00%	\$82.55	0.00	0.00%	\$0.00	0.00	0.00%	\$0.00

## **TERMS AND CONDITIONS**

November 23, 2016

**Standard of Care:** Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as "the Engineer", under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Additional Services:** When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

**Billing / Payment:** The Client agrees to pay for all services performed and all costs incurred by the Engineer. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify the Engineer of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

**Termination, Suspension or Abandonment:** In the event of termination, suspension or abandonment of the project, the Engineer shall be equitably compensated for services performed. Either the Client or the Engineer may terminate this Agreement after giving no less than seven (7) days' written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

**Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Engineer, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.

**Certification, Guarantees and Warranties:** The Engineer shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

**Dispute Resolution:** Any claims or disputes between the Client and the Engineer arising out of the services provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

**Construction Means and Methods:** The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

**Construction Observation:** When the Engineer does not provide construction observation services, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the failure of the Contractor's work to conform to the design intent and the contract documents.

**Adjustments, Changes or Additions:** It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by Contractors constructing Engineer designed items shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of the Engineer. The Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances value of the Project.

**Project Signs:** Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc. – Consulting Engineers" as the project engineer for the applicable discipline. Articles for publication regarding this project shall acknowledge "Willett, Hofmann & Associates, Inc. – Consulting Engineers" as the project engineer for the applicable discipline.



**Electronic Files:** The Client hereby grants permission for the Engineer to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineer's documents (including their backgrounds) electronically to Consultants, Contractors, and Vendors as required in the execution of the project. Before release, the Engineer will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

**Limitation of Liability:** ~~It is agreed that the Engineer's liability for this project for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, expenses from any cause, including Client, Contractors, and Attorney fees, is limited to the fees collected by the Engineer.~~

**Use of Documents:** Documents prepared by the Engineer are instruments of service for use solely with respect to the project. The Engineer shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of the Engineer's documents except by mutual agreement in writing.



## Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
[www.dnr.illinois.gov](http://www.dnr.illinois.gov)

Bruce Rauner, Governor  
Wayne A. Rosenthal, Director

June 11, 2015

City of Dixon  
ATTN: Mr. David Nord  
121 W. 2<sup>nd</sup> Street  
Dixon, Illinois 61021-3000

RE: East Branch Fargo Creek Dam – Permit 17901

Dear Mr. Nord:

This letter is being sent in place of the normal reminder of the permit condition requiring an annual inspection report. You must still provide a report prepared by a licensed professional engineer and submitted on the Department's Inspection Form or in an equivalent format during June. The form can be found at <http://www.dnr.illinois.gov/WaterResources/Pages/Permit%20Programs.aspx>. Photographic documentation of the findings must accompany the report.

For the last 5 years the standard reminder included an enclosure discussing the need to update the Emergency Action Plan for your dam. The update is required to bring you into conformance with the current standards for emergency planning. A review of the file indicates there has been no response to that request. The date for completion of the update cycle for Illinois Class I dams is December 31, 2015.

Failure to substantially complete the update by the end of 2015 will place your dam in a non-compliance status and risk revocation of your permit. This is not a situation that benefits either the City or the Department of Natural Resources.

Please feel free to contact me to discuss completion of the plan update. I can provide guidance and references to your consultant or the staff person assigned to complete this task. I can be reached at [paul.mauer@illinois.gov](mailto:paul.mauer@illinois.gov) or at 217/782-4427.

Sincerely,

Paul Mauer, Jr., P.E.  
Senior Dam Safety Engineer  
Illinois Department of Natural Resources

PM:cjp

Things needed to put an Emergency Action Plan (EAP) together:

- 1) First and foremost a dam model will be needed that will show the inundation area if the dam were to fail.
  - a. Will need to show the hydraulic shadow
  - b. All necessary cross sections shown
  - c. Channel crossings
  - d. Structure identification
  - e. Flood wave travel times
- 2) Dam failure analyses are not to be included in the report, only the inundation maps for security reasons.
- 3) Will need to after the inundation plan is complete compile a list of events that could trigger an emergency condition.
- 4) Once the list of events is complete, then the items need to be ranked in order of severity from Level 1 Emergency (Dam Breach and Evacuation) to a Level 3 Emergency (Where the dam just needs to be monitored).
- 5) A level of Emergency Determination Chart will need to be put together. So, that during the different events the correct people are contacted.
- 6) A communication method needs to be determined so that people can easily be contacted. And a backup communication method will need to be selected as well.
- 7) Will need to identify all the jurisdictions, agencies, groups and individuals who will be involved in the EAP.
  - a. ie: local police, mayor, fire department, city officials, community officials, critical facilities like schools and hospitals, local media, city maintenance, etc.
  - b. Will need contact information, including a primary and secondary phone number, and secondary contacts.
  - c. Each contact will need to sign a concurrence statement stating that they will do the EAP and follow the guide when anything is enacted.
- 8) Will need to meet with local emergency contacts in the area to see what other plans are in effect so as not to override what is already in place.
- 9) Since the City may not have all the equipment necessary during a dam emergency (ie. sand bags, pumps and siphons, concrete supply, sand and gravel supply, heavy equipment) to either save the dam during an emergency event or to prep for an imminent event a list will need to be created. In that list the following is needed:
  - a. The company name and what they are supply.
  - b. A contact for normal business hours, and for after business hours.
  - c. A back-up contact for each company.
  - d. And a location map showing where each resource is located.
- 10) All of the affected structures within the inundation area should be identified and contact information will be needed. Such as, all schools, nursing homes, sewer facilities, roads, downstream bridges, all houses, storage facilities, utilities, etc. Anyone with a special need will also needed to be identified and noted in the contact list.
- 11) A reentry and recovery plan will be needed.

- 12) An after action review will be needed within 45 days of an emergency event to review what went right and wrong with the EAP. Used to fix any issues that may have occurred.
- 13) Upstream areas may be affected and will also need to be evaluated during the EAP.
- 14) Training, Testing and Annual Reviews will be needed.
  - a. Every year the plan should be gone over with the selected official's that are in charge of the EAP. And to keep contacts up-to-date.
  - b. Every 5 years the plan should be gone over to discuss all the changes that have taken place in the EAP and to maybe practice some of the protocols within the EAP.
- 15) Each and every copy of the EAP will need to be numbered. And a record of who received what numbered copy will need to be maintained so that revisions are sent to the correct EAP holders.
- 16) A Communication documentation chart will need to be prepared for any event that may occur.
- 17) A receipt of confirmation for each EAP will need to be kept on record.
- 18) The EAP will need to be reviewed at the State level and any changes will need to be submitted to the State for review as well.
- 19) During the process of creating the report meetings will be needed with the different entities to get contact information and get input on different plans within the report.
- 20) Dam EAP Notification Flow chart will need to be included.
- 21) Per the recommendation from Paul Mauer and the dam section of the DNR, the online course through FEMA on "Incident Command Systems" should be taken.  
(<http://www.training.fema.gov/is/searchis.aspx?search=Incident%20Command%20System>)



## COUNCIL ACTION FORM

Date: January 2, 2017

Presented By: O'Donnell

Subject: Dixon 1 Building Lease

Agenda Item: 12-D

### Description:

The lease is between the City and Dixon One for the building at 87 S Hennepin Ave. The term is for five (5) years starting January 2017 and ending December 2022. Monthly rent will be \$850. This based on an estimated \$50,000 of repairs the City must complete to the building, divided by the term of the lease (60 months), and rounded up to \$850. Staff recommends that the monthly payments be earmarked for future repairs and upgrades for the building. Dixon One will be responsible for all utility costs, property taxes, and interior improvements. The City would be responsible for all repairs and maintenance on the structure and critical systems (HVAC, plumbing, electrical).

### FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: \_\_\_\_\_

# COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Recommendation:

Staff recommends approval of the lease between the City and Dixon One for 87 S Hennepin Ave with the terms previously described above.

Required Action

ORDINANCE\_\_\_ RESOLUTION\_\_\_ MOTION ☒ NO ACTION REQUIRED \_\_\_

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					

## INDENTURE OF LEASE

THIS INDENTURE OF LEASE is made and entered into at Dixon, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF DIXON, an Illinois municipal \_\_\_\_\_ corporation, hereinafter called "Lessor," and \_\_\_\_\_, hereinafter called "Lessee."

WITNESSETH:

1. Demised Premises.

A. For the rents and upon the terms and conditions hereinafter set forth, Lessor hereby leases to Lessee that portion of the building and parking lot located at 87 S. Hennepin Avenue, Dixon, Illinois 61021 described on **Exhibit A**, attached hereto and made a part hereof (the "Demised Premises").

B. Lessee has examined the Demised Premises and Lessee hereby accepts them in their present condition. Except as stated in **Exhibit B**, no promise of Lessor to alter, remodel or improve the Demised Premises, and no representations respecting the condition of the Demised Premises have been made by Lessor to Lessee.

Notwithstanding the foregoing, prior to Lessee taking possession of the Demised Premises, Lessor at its expense, shall make those repairs and/or improvements to the Demised Premises, which are set forth on **Exhibit B** attached hereto.

2. Term. Lessee shall hold the Demised Premises for the term of five (5) years commencing on the first day of \_\_\_\_\_, 2017 and terminating on the last day of \_\_\_\_\_, 2022.

3. Rent. Lessee covenants and agrees to pay to Lessor, as rent for the use of the Demised Premises for the term hereof, the sum of EIGHT HUNDRED FIFTY AND 00/100 DOLLARS (\$850.00) per month. All such monthly sums are due and payable in advance with the first payment due on the commencement date and continuing thereafter on the 1st day of each and every calendar month during said term, at such place as Lessor may in writing designate. In the event any payment of rent is not received by Lessor within ten (10) days of its due date, Lessor shall have the right at Lessor's option to charge Lessee a late fee of one and one-half percent (1.5%) of the amount of the overdue payment. If the late fee is charged, it shall be payable upon demand.

4. Expenses of Enforcement. Lessee shall pay, upon demand, all of Lessor's reasonable costs, charges and expenses, including without limitation, attorneys' fees and out-of-pocket expenses of counsel, agents and others retained by Lessor, incurred in enforcing Lessee's obligations hereunder or incurred by Lessor in any litigation or proceeding.

5. Utilities. Lessee shall, during the term of this lease agreement, pay for all electric, water, sewer, natural gas, telephone, internet service and other utilities used by Lessee in or upon

the Demised Premises. Lessee shall also provide for heating and for air conditioning services to the Demised Premises to the extent required to maintain temperatures compatible with normal standards of comfort. Any new or additional electrical facilities required to service Lessee's equipment, and all changes in existing electrical, plumbing, heating, air conditioning and communication facilities servicing the Demised Premises required by Lessee shall be subject to Lessor's prior approval, and shall be at Lessee's expense. All expenses of maintenance and cleaning of lighting equipment located in or on the Demised Premises, including tubes, fixtures, light bulbs and component parts, shall be paid by Lessee.

It is understood that Lessor does not warrant that any of the foregoing utility services will be free from interruption. Lessee acknowledges that any one or more such services may be suspended by reason of accident or of repairs, alterations, or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law. Any such interruption or discontinuance of services shall not be deemed an eviction or disturbance of Lessee's use and occupancy of the Demised Premises or any part thereof, or render Lessor liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligations under this lease agreement.

6. Use. The Demised Premises shall be used solely for purposes of business offices and Welcome Center, and for no other purpose without the express written consent of Lessor. Lessee shall not use or occupy, or permit the use or occupancy of, the Demised Premises, or any part thereof, in any unlawful manner or for any illegal purpose, or in such a manner as to constitute a nuisance or violate the laws, rules, regulations, and ordinances of the applicable governmental authorities and their agencies.

7. Compliance with Laws. Lessee shall throughout the term of this lease agreement, at the Lessee's sole cost and expense, promptly comply with all laws and ordinances including without limitation, all environmental laws, rules and regulations, federal, state and local, and the orders, rules, regulations or requirements of all applicable governmental authorities or any other body now or hereafter constituted exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, and whether or not the same require repairs or alterations, which may be applicable to the Demised Premises and the fixtures thereof, or the use or manner of use of the Demised Premises, except as provided elsewhere in this lease agreement. Lessee shall likewise observe and comply with the requirements of all policies of insurance at any time in force with respect to the Demised Premises.

8. Net Lease Provision. This lease agreement shall be deemed and construed to be a "net lease" and, except as otherwise expressly provided in this lease agreement, the Lessor shall receive all rental and all payments hereunder to be made by Lessee free from any charges, taxes, assessments, impositions, expenses or deductions of any and every kind and nature whatsoever to the extent the aforesaid are required to be paid by Lessee.

9. Real Estate Taxes and Assessments. Lessee shall promptly reimburse Lessor for all real estate taxes and assessments attributable to the Demised Premises during the term of this lease agreement.



10. Insurance.

A. Lessee's Insurance. Lessee shall, at Lessee's expense, maintain in force throughout the lease term the following insurance policies: (i) commercial general liability insurance on a primary basis and without any right of contribution from any insurance carried by Lessor in amounts of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate or such other amounts as Lessor may from time to time reasonably require, insuring against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Demised Premises, including contractual liability covering the indemnification provisions in this lease agreement, and (ii) "All Risks" property insurance covering the full value of all equipment, fixtures, Lessee's improvements and contents of the Demised Premises in the event of loss and any such policy shall contain a provision requiring the insurance carriers to waive their rights of subrogation against Lessor. Both policies shall (A) name the Indemnitees as additional insureds (except Workers' Compensation and Employers' Liability Insurance), (B) be issued by a company or companies with an A.M. Best rating of no less than A-/VII and licensed to do business in Illinois, (C) provide for deductible amounts satisfactory to Lessor and not permit co-insurance, (D) provide that such insurance may not be canceled or amended without thirty (30) days' prior written notice to the Lessor, (E) provide primary coverage to Lessor when any policy issued to Lessor provides duplicate or similar coverage, and in such circumstance Lessor's policy will be excess over Lessee's policy and (F) provide that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights of recovery against any other party for losses covered by such policies. Lessee shall deliver to Lessor, certificates of insurance and at Lessor's request, copies of all policies and renewals, not less than ten (10) days prior to the first day of the term of this lease agreement and not less than ten (10) days prior to the expiration date of each policy. Lessee shall give Lessor notice in case of any fire or accident in the Demised Premises promptly after Lessee is aware of such event.

B. Lessor's Insurance. Lessor agrees to purchase and keep in full force and effect during the term of this lease agreement insurance under policies issued by insurers of recognized responsibility, qualified to do business in the State of Illinois on the Demised Premises in amounts reasonably consistent with market practice, against fire and such other risks as may be included in standard forms of all risk coverage insurance reasonably available from time to time. Lessor agrees to maintain in force during the term of this lease agreement Commercial General Liability Insurance in amounts reasonably consistent with market practice covering the Demised Premises against all claims for personal injury, bodily injury, death and property damage. Neither Lessor's obligation to carry such insurance nor the carrying of such insurance shall be deemed to be an indemnity by Lessor with respect to any claim, liability, loss, cost or expense due, in whole or in part, to Lessee's negligent acts or omissions or willful misconduct.

C. Waiver of Subrogation. Lessor and Lessee hereby each, on behalf of themselves and their respective insurance companies insuring the property of either Lessor or Lessee against loss or damage occasioned by Lessor or Lessee, as the case may be, their respective property, the Demised Premises, or its contents or to other portions of the Demised Premises, arising from any risk covered by fire and extended coverage insurance policies required hereunder, and to the extent same is permitted pursuant to said policies, waive any right of subrogation that such companies may have against Lessor or Lessee, as the case may be. Lessor and Lessee covenant

with each other that, to the extent such insurance endorsement is reasonably available, they will each obtain for the benefit of the other a waiver of any right of subrogation from their respective insurance companies.

D. Waiver of Claims. Lessee releases Lessor and its officers, agents and employees from, and waives all claims for, damage to person or property sustained by the Lessee or any occupant of the Demised Premises resulting directly or indirectly from any existing or future condition, defect, matter or thing in and about the Demised Premises or any equipment or appurtenance therein, or resulting from any accident in or about the Demised Premises, or resulting directly or indirectly from any act or neglect of any tenant or occupant of the Demised Premises or of any other person, including Lessor's agents and servants, except to the extent caused by the willful and wrongful act of the Lessor. To the extent permitted by law, Lessee hereby waives any consequential damages, compensation or claims for inconvenience or loss of business, rents, or profits as a result of such injury or damage. If any such damage, whether to the Demised Premises or any part of thereof, or whether to Lessor or to other tenants in the Demised Premises, results from any willful and wrongful act of Lessee, Lessee shall be liable and Lessor may, at Lessor's option, repair such damage and Lessee shall, upon demand by Lessor, as payment of additional rent hereunder, reimburse Lessor within ten (10) days of demand for the total cost of such repairs, in excess of amounts, if any, paid to Lessor under insurance covering such damages.

E. Indemnity. Lessee will indemnify, defend and hold the Lessor harmless from any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages) losses, liabilities, judgments and expenses (including without limitation court costs and attorneys' fees), arising in the Demised Premises and any areas controlled by Lessee or arising from the negligence or willful misconduct of any Lessee or the breach by Lessee of any of its obligations hereunder. If any action or proceeding is brought against Lessor by reason of any such claim, Lessee upon notice from Lessor, will defend the claim at Lessee's expense with counsel reasonably satisfactory to Lessor. This indemnification is given in addition to any indemnification in Section 19, and will survive the expiration or termination of this lease agreement.

11. Repairs by Lessor. Subject to the provisions of this Paragraph 11, throughout the term of this lease agreement, Lessor shall, at Lessor's expense, maintain the plumbing system as it exists as of the date of this lease agreement (excluding fixtures, which shall be the responsibility of Lessee), sewerage system, roof, foundation, exterior door and window frames, and wall structure system of the building situated on the Demised Premises in as good and tenantable repair as at the commencement of the term of this lease agreement, reasonable wear and tear excepted, provided that Lessee timely notifies Lessor of the need for such repairs and further provided such repairs are not caused by the fault or negligence of Lessee or its employees, agents or invitees, except to the extent covered by any insurance. Lessor shall also, at Lessor's expense, repair, resurface and replace the parking lot situated on the Demised Premises as Lessor deems necessary.

12. Repairs by Lessee and Surrender. Except as otherwise provided for in Paragraph 11 above, throughout the term of this lease agreement, Lessee shall maintain and repair the

interior of the buildings situated on the Demised Premises and any fixtures, facilities or equipment therein in a good state of repair, including, without limitation, all servicing and repairs required to the heating and air conditioning systems. When used in this Paragraph 12, the term "repair" shall include replacements or renewals when necessary. Lessee will be liable for replacement of all broken glass of the same size and quality as that broken and will keep the entire Demised Premises in a clean, safe and healthy condition according to the applicable governmental laws, rules, regulations and ordinances. Lessee shall be responsible for the cost of operation and maintenance of the parking lot situated on the Demised Premises, including, without limitation, costs of equipping, removing snow and ice, lighting, cleaning, landscaping, insuring, and line painting. Lessee shall, at Lessee's expense, remove the snow and ice from the sidewalks adjoining the Demised Premises. It shall be Lessee's obligation to obtain its own cleaning service. Lessee further agrees to deliver up and surrender to Lessor possession of the Demised Premises upon the expiration or other termination of this lease agreement in as good condition as when taken, ordinary wear and tear excepted.

13. Alterations. Lessee shall make no alterations in, or additions or improvements to, said Demised Premises without the prior written consent of Lessor. If any permitted alterations, additions or improvements in or to said Demised Premises are made by Lessee, the Lessee covenants and agrees that Lessee will make all such alterations, additions or improvements in or to said Demised Premises at Lessee's own expense. Any such permitted alterations, additions or improvements which are begun by Lessee shall be completed by Lessee. No alterations, additions or improvements shall be made which will weaken the structural strength of any building at any time forming a part of the Demised Premises. Lessee shall, in making any such alterations, additions or improvements, and/or in using and/or occupying the Demised Premises, comply with all applicable laws and ordinances pertaining to such work and/or such use or occupancy, including without limitation the Americans with Disabilities Act of 1990, and all rules and regulations issued thereunder. Any additions, alterations or improvements made by Lessee shall become and remain a part of the Demised Premises, and be and remain the property of Lessor upon the termination of this lease agreement or Lessee's occupancy of the Demised Premises. In any event, Lessee shall have the right to remove all Lessee's trade fixtures, furnishings and other personal property in the Demised Premises which have been placed there by Lessee, even though the same be attached to said Demised Premises, upon the condition that the removal shall be effected before the expiration of the term of this lease agreement, and that all damage caused to the Demised Premises by such removal shall be repaired by Lessee on or before the expiration of said term. Lessee shall indemnify and save harmless Lessor from and against all expenses, liens, claims or damages to either property or person which may or might arise by reason of such repairs, alterations, improvements, additions or removals.

14. Liens. Lessee shall not suffer or permit any mechanic's or other liens to be filed against the Demised Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Demised Premises or any part thereof through or under the Lessee. If any such mechanic's lien or other liens shall at any time be filed against the Demised Premises, the Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same. If the Lessee shall fail to discharge such mechanic's lien or other liens within such period, then in addition to any other right or remedy of the Lessor, the Lessor may, but shall not be obligated to, discharge the same,

either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court, or by giving security or in such other manner as is, or may be, prescribed by law. Any amount paid by the Lessor for any of the aforesaid purposes, and all reasonable legal and other expenses of the Lessor, including reasonable counsel fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, with interest thereon at the rate of twelve percent (12%) per annum from the date of payment, shall be repaid by the Lessee to the Lessor on demand, and if unpaid may be treated as additional rent. Nothing contained herein shall imply any consent or agreement on the part of the Lessor to subject the Lessor's estate to liability under any mechanic's lien law.

15. Fire or Other Casualty. If during the term of this lease agreement, the Demised Premises should be damaged or destroyed by reason of fire, casualty or any other cause so as to be rendered wholly or partially untenable then Lessor shall promptly repair, rebuild and restore the Demised Premises to the condition it was in preceding the fire or other casualty or other cause, such repairing, rebuilding and restoration to be subject to and in conformance with all municipal and other governmental regulations, ordinances, laws, rules, permits and requirements existing at the time of such repairing, rebuilding and restoration. Lessor shall complete the repairs and restoration with all practical speed and during the time of repair or restoration the rent payable by Lessee shall be abated in proration to the extent Lessee shall be reasonably unable to conduct its business from the Demised Premises. If the building shall by reason of such fire or other casualty be damaged in excess of 25% of its replacement value, Lessor shall have the option of terminating this lease agreement by delivering written notice thereof to Lessee within sixty (60) days from the date of such fire or other casualty, and this lease agreement and the terms thereof shall thereupon terminate.

16. Rights of Lessor Upon Default.

A. This lease agreement is made upon the condition that Lessee shall punctually perform all of its covenants and agreements as herein set forth and if,

(1) Lessee defaults in payment of rent, or any additional charge or amount of money to be paid by Lessee as provided in this lease agreement, and such default shall continue uncorrected for a period of ten (10) days after written notice to the Lessee thereof; or

(2) Lessee defaults in the prompt and full performance and observance of any of the terms and conditions of this lease agreement to be performed or observed by Lessee and not relating to the payment of money, and any such default shall continue uncorrected for a period of thirty (30) days after written notice to the Lessee thereof, or if any such last mentioned default cannot reasonably be corrected within such 30-day period, then if Lessee shall not within such period have commenced in good faith to correct such default; or

(3) Lessee abandons the Demised Premises; or

(4) Lessee becomes insolvent under state law, files a case, or has a case filed

against it, for relief under the United States Bankruptcy Code or any similar federal or state insolvency or laws, makes a general assignment for the benefit of creditors, a receiver or trustee is appointed to take possession of Lessee's assets and is not removed within thirty (30) days, or any execution, attachment or other order of court shall be issued upon or against the interest of Lessee in this lease agreement and shall continue for a period of thirty (30) days after notice;

then in any such event, in addition to any and all rights and remedies allowed by law and equity, Lessor may, with or without further notice, forthwith terminate this lease agreement and Lessee's right to possession of the Demised Premises, or Lessor may, without terminating this lease agreement, terminate Lessee's right to possession of the Demised Premises.

B. Upon the termination of this lease agreement, or upon the termination of Lessee's right to possession without termination of this lease agreement:

(1) Lessee shall surrender possession and vacate the Demised Premises immediately, and Lessor may enter into and repossess said Demised Premises, with or without process of law, and remove all persons and property therefrom; and

(2) Lessor may remove from the Demised Premises any and all property found therein, and such repossession shall not release Lessee from Lessee's obligation to pay the rents herein provided.

C. In the event of any repossession by Lessor without terminating this lease agreement, Lessor shall use Lessor's reasonable efforts to relet and keep rented the Demised Premises or any part thereof, as agent of Lessee, to any person, firm or corporation, and on such terms as Lessor may determine, provided that Lessor shall use reasonable efforts to mitigate damages to Lessee arising from Lessee's continuing liability under this lease agreement. Lessor may make repairs, alterations, replacements, and/or decorations in or to the Demised Premises to the extent reasonably necessary and advisable for the purpose of reletting the Demised Premises, and in the making of such repairs, alterations, additions, replacements and/or decorations shall not operate or be construed to release Lessee from liability hereunder. If the rents collected by Lessor upon any such reletting are not sufficient to pay monthly the full amount of the rent reserved herein Lessee shall pay to Lessor the amount of each monthly deficiency upon demand.

D. Any and all property which may be removed from the Demised Premises by Lessor may be handled, removed, stored, or otherwise disposed of by Lessor at the risk and expense of Lessee, and Lessor shall in no event be responsible for the preservation or the safekeeping thereof. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in such removal and all storage charges against such property, so long as the same shall be in Lessor's possession or under Lessor's control. If any property shall remain in the Demised Premises or in the possession of Lessor, and shall not be retaken by Lessee within a period of twenty (20) days from and after the time when the Demised Premises are either abandoned by Lessee or repossessed by Lessor under the terms of this lease agreement, said property shall conclusively be deemed to have been forever abandoned by Lessee.

17. Lessor's Access to Demised Premises. Lessor reserves the right to enter the Demised Premises during the normal business hours of Lessee only, or at any time in case of an emergency, for the purpose of examining, repairing, renovating, improving and protecting the Demised Premises, or for the purpose of showing the Demised Premises to a prospective purchaser or mortgagee, and also during the last six (6) months of the term of this lease agreement for the purpose of exhibiting the Demised Premises to prospective tenants and putting up the usual notice "to rent" or "for sale," which notice shall not be removed or hidden by Lessee. Lessee acknowledges that Lessor uses the basement of 87 S. Hennepin for storage and shall permit Lessor reasonable access through the Demised Premises for purposes of utilizing said storage space.

18. Indemnity. Lessee agrees that no representations or warranties, either express or implied, have been made with reference to the condition of the Demised Premises or their fitness for the use of any purpose whatsoever. Lessee shall indemnify, defend and save harmless Lessor from any and all liabilities, damages, penalties, costs, expenses, claims, suits or actions due to or arising out of (i) any breach, violation or nonperformance of any covenant, condition or agreement in this lease agreement contained on the part of Lessee to be fulfilled, kept, observed and performed; (ii) any damage to property or any injury to persons (including death) resulting at any time therefrom in, on, under or about the Demised Premises or the adjacent streets, sidewalks and other adjoining or adjacent areas caused by the negligence, willful acts or omissions of Lessee, or of the employees, agents, invitees, visitors, assignees and sublessees of Lessee, and the employees, agents, invitees and visitors of said assignees and sublessees; and (iii) any and all liens placed or permitted to be placed thereon by Lessee, or any other person claiming by, through, from or under Lessee.

19. Loss or Damage to Lessee's Property. All trade fixtures, equipment, inventory and all other personal property belonging to Lessee, Lessee's agents, or Lessee's guests, located in or about the Demised Premises shall be at the sole risk of Lessee, and Lessor shall not be liable for the theft or misappropriation, nor for any damage or injury thereto, nor for any damage or injury to Lessee, or any of Lessee's officers, agents, employees, licensees or guests, or to other persons or to any property caused by fire, explosion, wind, water, rain, snow, frost, steam, gas, electricity, any Acts of God, heat or cold, dampness, falling plaster and/or ceilings, sewers or sewage odors, noise, leaks from any part of said building or by the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, any other tenant or of any person.

20. Assignment and Subletting. Lessee shall not be permitted to sublet, assign, mortgage, pledge or encumber this lease agreement. Any attempt to assign this lease agreement or to sublet all or any portion of the Demised Premises shall be void and, at Lessor's option, shall constitute an event of default under this lease agreement.

21. Limitation of Lessor's Liability. The term "Lessor," as used in this lease agreement so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Demised Premises. In the event of any transfer or transfers of title to such fee, the Lessor herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be freed and

relieved from and after the date of such transfer and conveyance of all liability with respect to performance of any covenants or obligations on the part of Lessor contained in this lease agreement thereafter to be performed. Without further agreement, the transferee of such title shall be deemed to have assumed and agreed to observe and perform any and all obligations of the Lessor hereunder during the transferee's ownership of the Demised Premises. Lessor may transfer Lessor's interest in the Demised Premises without the consent of Lessee, and such transfer or subsequent transfer shall not be deemed a violation on Lessor's part of any of the terms and conditions of this lease agreement.

22. Signs. Lessee shall have the right to erect and maintain upon the Demised Premises, at Lessee's expense, all signs necessary or appropriate to the conduct of the business of Lessee which are not in violation of any governmental rule or regulation and will not invalidate any insurance policy of Lessor; provided, however, that Lessee shall not have the right to erect or maintain in or upon the Demised Premises any sign, the erection, maintenance or removal of which will operate to decrease the value of the Demised Premises or impair the structural integrity of the building, without the Lessor's prior consent in writing. Installation of any signs by Lessee, however, shall be subject to the prior written approval of Lessor as to design, size and location, which approval will not be unreasonably withheld.

Lessee shall maintain said signs in good condition and repair at all times, and shall save Lessor harmless from injury to person or property arising from the erection or maintenance of said signs. Any signs placed in or upon the Demised Premises, upon the written request of Lessor, shall be removed by Lessee at Lessee's expense upon the expiration or sooner termination of this lease agreement, and all damage caused by the removal of such signs shall be fully repaired at the cost and expense of Lessee.

23. Quiet Enjoyment. Except to the extent Lessor has specifically reserved rights of access to the Demised Premises as set forth in this lease agreement, Lessor covenants that Lessor has lawful title to the above-described real property and the right to make this lease agreement for the term aforesaid and, conditioned upon the prompt performance and observance by the Lessee, Lessee's agents and employees, of all of the terms, covenants and conditions hereof required to be performed or observed by Lessee, Lessee's agents and employees, Lessee shall at all times during the term of this lease agreement have the peaceable and quiet enjoyment of the Demised Premises.

24. Withholding Premises. Should Lessee withhold possession of the Demised Premises after the termination of this lease agreement, whether by lapse of time or otherwise, Lessee shall be subject to all of the terms of this lease agreement except the rent required to be paid shall be at a monthly rental rate equal to two (2) times the monthly rental rate required to be paid immediately prior to such holdover. In addition, if Lessor shall suffer any damage or loss which may result from Lessor's inability to timely deliver the Demised Premises to a subsequent tenant, Lessee shall promptly pay the amount to Lessor. Should Lessee occupy the Demised Premises after the termination of this lease agreement for any cause whatsoever, Lessee shall be considered a tenant-at-will and by sufferance of Lessor and no such occupancy shall operate as a renewal of the lease agreement or any part thereof.

25. Effect of Waiver. No waiver of any condition or covenant of this lease agreement or of the breach of any condition or covenant shall be taken to constitute a waiver of any subsequent breach of such condition or covenant, or to justify or authorize the nonobservance on any other occasion of the same or any other condition or covenant thereof. The acceptance of rent by the Lessor at any time when the Lessee is in default of any covenant or condition shall not be construed as a waiver of such default or of the Lessor's rights under Paragraph 16 above, on account of such default, nor shall any waiver or indulgence granted by the Lessor be taken as an estoppel against it.

26. Notices. Whenever Lessor or Lessee shall make any demand or serve any notice which is required to be in writing under the terms of this lease agreement upon the other, the same shall be in writing and shall be sufficiently given if sent, postage prepaid, by United States registered or certified mail, or delivered by a nationally recognized overnight courier, addressed to:

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessor: City of Dixon  
Attn: City Manager  
121 W. Second Street  
Dixon, Illinois 61021

or at such other address as Lessor or Lessee may theretofore by written notice to the other have designated for the service of such notice.

27. Terminology; Captions. Where the context so requires or such interpretation is appropriate, any word used herein denoting gender shall include all genders, natural or artificial, and the singular and plural shall be interchangeable. The term "paragraph" shall refer to all paragraphs under the caption in question, where appropriate. The captions of the various provisions of this lease agreement are for convenience only and in no way define, limit or describe the scope or intent of this lease agreement or the provisions which they precede or in any other manner affect this lease agreement.

28. Successors and Assigns. This lease agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor and Lessor's successors and assigns, and shall be binding upon and inure to the benefit of Lessee. Lessee may not assign or sublet this lease agreement.

29. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this lease agreement, but this lease agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.



30. Remedies Not Exclusive. All rights and remedies of the Lessor and Lessee herein set forth shall not be exclusive, but shall be in addition to any and all rights and remedies allowed by law and equity.

31. Waiver of Jury Trial. Lessee and Lessor hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this lease agreement against the other on any matters whatsoever arising out of or in any way connected with this lease agreement, the relationship of Lessee and Lessor, Lessor's use or occupancy of the Demised Premises, or any other claims, and any emergency statutory or any other statutory remedy.

32. Governing Law; Venue. The terms and provisions of this lease agreement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this lease agreement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Lee or (as applicable) the United States District Court for the Northern District of Illinois, Western Division; (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Lee and the United States District Court for the Northern District of Illinois, Western Division; and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in any inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

33. No Strict Construction. The rule of strict construction shall not apply to this lease agreement. The parties acknowledge that the parties and their counsel have reviewed and revised this lease agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this lease agreement or any exhibits or amendments hereto.

34. Counterparts. This lease agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

35. No Partnership. None of the terms and provisions of this lease agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this lease agreement cause them to be considered joint venturers or members of any joint enterprise.

36. Time is of the Essence. Time is of the essence of each and every provision of this lease agreement.

37. Entire Agreement. This lease agreement contains the entire agreement between the parties hereto; and any agreement hereafter or heretofore made shall not operate to change, modify, terminate or discharge this lease agreement, in whole or in part, unless such agreement is in writing and signed by each of the parties hereto.

The parties hereto have signed this Indenture of Lease as of the date first above written.

LESSOR:

CITY OF DIXON  
an Illinois municipal corporation

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

LESSEE:

^,

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

## EXHIBIT A

The Demised Premises, which are situated on the following described real estate:

Parcel #1: Lots Three (3) and Four (4) in Butler's Subdivision of Lot One (1) and the Easterly Half (E ½) of Lot Two (2) in Block Six (6) in the Town (now City) of Dixon, reference being had to the plat of said Butler's Subdivision recorded in the Recorder's Office of Lee County, Illinois, in Book "M" of Deeds on page 634, ALSO all of the Westerly Half (W ½) of Lot Two (2) in Block Number Six (6) in the Town (now City) of Dixon according to the Plat of said town recorded in the Office of the Recorder of Lee County, Illinois, in Book "A" of Deeds on page 62, excepting the Northerly Fifty (50) feet thereof.

Parcel #2: Lots Five (5) and Six (6) in Butler's Subdivision of Lot One (1) and the Easterly Half (E ½) of Lot Two (2) in Block Six (6) in the Town (now City) of Dixon, reference being had to the Plat of said Butler's Subdivision recorded in the Recorder's Office of Lee County, Illinois, in Book "M" of Deeds on Page 634, all in Lee County, Illinois.

shall consist of the following:

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Access to the basement of the Demised Premises from River Street is, in part, by way of a prescriptive easement over the real property situated immediately north of the Demised Premises. The terms of said prescriptive easement are attached hereto as **Exhibit C**. Lessor hereby retains the right to share with Lessee the use of the basement for storage purposes. Additionally, Lessee acknowledges that Lessor uses the basement of 87 S. Hennepin for storage and shall permit Lessor reasonable access through the Demised Premises for purposes of utilizing said storage space.

## **EXHIBIT B**

At its expense, Lessor shall make the following repairs and/or improvements to the Demised Premises prior to Lessee taking possession of the Demised Premises:

Repairs and correction as indicated by the building inspection report of November 16, 2016, a copy of which has been provided to Lessee.

**EXHIBIT C**

PRESCRIPTIVE EASEMENT FOR ACCESS  
TO BASEMENT OF THE DEMISED PREMISES  
(see attached)



# COUNCIL ACTION FORM

Date: January 2, 2016

Presented By: O'Donnell

Subject: 2017 Airport Farm Lease Agenda Item: 12-E

## Description:

This fall we solicited sealed bids to lease the farm ground at the Municipal Airport. On December 9th we received three bids. One bid was declared invalid for failing to follow proper form. The other two bids were as follows:

Rick Humphrey      \$280.82/acre

David Hill              \$265.85/acre

Total tillable acres is \_\_\_\_\_. The lease is for one season starting January 15, 2017 to November \_\_\_, 2017. Staff will solicit bids for the ground on an annual basis.

The Airport Advisory Board has reviewed the bids and recommends accepting the high bid and awarding the contract to Rick Humphrey.

## FINANCIAL

Is this a budgeted item?      YES \_\_\_\_\_      NO \_\_\_\_\_

Line Item #: \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/Over: \_\_\_\_\_

Funding Sources:

\_\_\_\_\_  
\_\_\_\_\_

Departments:

\_\_\_\_\_  
\_\_\_\_\_

Is this item in the CIP?      YES \_\_\_\_\_      NO \_\_\_\_\_      CIP Project Number: \_\_\_\_\_

# COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Recommendation:

Staff recommends concurring with the recommendation of the Airport Advisory Board and awarding the 2017 farm lease to Rick Humprey at the price of \$280.82/acre.

Required Action

ORDINANCE\_\_\_ RESOLUTION\_\_\_ MOTION ☒ NO ACTION REQUIRED \_\_\_

Additional Comments:

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

TO \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					

DIXON MUNICIPAL AIRPORT  
FARMLAND LEASE

THIS LEASE AGREEMENT ("Lease Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF DIXON, a municipal corporation, hereinafter referred as "Landlord," and RICHARD A. HUMPHREY, of 1556 Route 52, Dixon, Illinois, 60121, hereinafter referred to as "Tenant."

W I T N E S S E T H :

1. Landlord, for and in consideration of the covenants and agreements herein contained, to be kept and performed by Tenant, does, by these presents, demise and lease to Tenant the following described land, to-wit:

That portion of land located in the Dixon Municipal Airport property, also known as Charles R. Walgreen Field, which is suitable for agricultural purposes, and which is situated in Section Three (3), Township Twenty-One (21) North, Range Nine (9) East of the Fourth Principal Meridian, in the Township of Dixon, County of Lee, and State of Illinois.

2. The term of this Lease Agreement shall be from January 15, 2017, to November 30, 2017, and Tenant shall surrender possession at the end of this term. Any extension of this Lease Agreement must be in writing and signed by both parties hereto. Each party agrees that failure to execute an extension at least two months before the end of the term shall be constructive notice of intent to allow this Lease Agreement to expire. Statutory notice to Tenant is hereby expressly waived for the November 30, 2017 termination date.

Tenant acknowledges and agrees that Landlord is considering the future granting of a leasehold interest in all or a portion of the demised premises to the developer of a solar photovoltaic power array system for the generation and distribution of electric power. Notwithstanding this Lease Agreement, Landlord shall be permitted to enter into such a lease arrangement provided that such lease arrangement shall obligate the developer to pay Tenant for any damage to crops occurring during the term of this Lease.

3. Tenant and Landlord agree that the number of acres covered by the terms of this Lease Agreement is ninety-eight (98) acres, more or less, in accordance with the official Farming Plat marked "Exhibit A" attached hereto and made a part hereof. Tenant shall use the demised premises for farming purposes (crops only) and for no other purposes.

4. Tenant agrees to pay to Landlord cash rent in the amount of \$24,600.00, payable as follows:

(a) \$12,300.00 on or before April 1, 2017; and



(b) \$12,300.00 on or before November 15, 2017.

5. Landlord reserves the right to use any part of the demised premises for Dixon Municipal Airport purposes at any time during the term of this Lease Agreement without prior notice. In the event that such use results in the destruction of growing crops, Landlord agrees to reimburse Tenant for any actual damage he may suffer for crops destroyed as a result of the Landlord's use.

6. Tenant agrees to conform to the following restrictions regarding the use of the demised premises in order that there shall be no interference with the operation, safety and maintenance of the Dixon Municipal Airport:

(a) Only low growing crops (not higher than four feet) may be farmed in those areas, the perimeter of which is marked in yellow on the Farming Plat attached hereto. The total acreage where low growing crops may be farmed totals 21.67 acres. Notwithstanding the foregoing, no low growing crops may be farmed within 125 feet laterally from the centerline of the runways or within 250 feet of the ends of the runways as shown on the attached Farming Plat.

(b) Both corn and low growing crops may be farmed in those areas, the perimeter of which is marked in green on the Farming Plat attached hereto. The total acreage where corn or low growing crops may be farmed totals 76.51 acres. Notwithstanding the foregoing, no corn may be farmed (i) within the areas on the attached Farming Plat which delineate the clear sight areas between the runways or (ii) within 400 feet of the ends of the runways as shown on the attached Farming Plat.

(c) Tenant shall enter the demised premises only at those places designated by Landlord and only after prior permission by the City Manager or his designee has been given to Tenant.

(d) Tenant shall not enter the demised premises or cross the Dixon Municipal Airport runways with any type of farm machinery, tractors, or vehicles except at the extreme ends of said runways, and then only with the prior permission of the City Manager or his designee.

7. Tenant further agrees, unless he shall have first obtained the written consent of Landlord:

(a) not to assign this Lease Agreement to any person or persons or sublet any part of the leased premises; and

(b) not to erect or permit to be erected, any structure or building or to incur any expense to Landlord for such purposes.

8. Tenant further agrees that he will cultivate the farm in a timely, thorough and business-like manner; that he will prevent noxious weeds from going to seed on said demised premises and destroy and remove the same from the demised premises; that he will keep open ditches, tile drains, tile outlets, grass waterways and terraces in good repair; and that he will keep all other improvements on said demised premises in as good repair and condition as they are

when he takes possession, or in as good repair and condition as may be put by the Landlord during the term of this Lease Agreement, ordinary wear, loss by fire or unavoidable destruction expected.

9. Tenant agrees that at the expiration or termination of this Lease Agreement he will yield possession of the demised premises to Landlord without further demand or notice.

10. If Tenant shall fail to keep any of the covenants contained in this Lease Agreement, then this Lease Agreement shall, at the election of the Landlord, be terminated by serving a written 10-day notice upon Tenant, and Landlord, or its legal representatives, shall have the right to take possession of the demised premises, with or without process of law, and all damage growing out of failure of Tenant to perform any of the covenants of this Lease Agreement shall be added to and become part of the rent, recoverable as such.

11. Tenant agrees to indemnify Landlord for all reasonable attorneys' fees and expenses incurred by Landlord in enforcing any of the terms of this Lease Agreement or any other rights or remedies of Landlord and to further indemnify and hold Landlord harmless from any costs, damages (to persons or property), injuries, deaths, fines, and penalties arising out of Tenant's use of the demised premises, including use by his agents, representatives, employees and invitees.

12. The terms of this Lease Agreement shall be binding on the heirs, executors, administrators and assigns of both the Landlord and Tenant in like manner as upon the original parties.

TENANT:

\_\_\_\_\_

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

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

LANDLORD:

CITY OF DIXON, ILLINOIS, a  
municipal corporation,

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

Exhibit "A"  
Farming Plat

(see attached)