

COUNCIL OF THE CITY OF DIXON, ILLINOIS
REGULAR COUNCIL MEETING
COUNCIL CHAMBERS - CITY HALL
MONDAY JUNE 5, 2017
5:30 P.M.

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance/Invocation
4. Works Sessions
5. Approval of Minutes
6. Approval of Total Labor and Outside Claims
7. Department Reports
8. City Manager Report
9. Council Reports
 - a. Mayor Arellano
 - i. Blackhawk Trail Rider's Check Presentation
 - b. Councilman Marx
 - c. Councilman Venier
 - d. Councilman Considine
 - e. Councilman Marshall
10. Boards & Commissions Reports
 - a. Monthly Building Permit Report
 - b. Historic Preservation Minutes
 - c. Veteran's Memorial Park Minutes
 - d. Plan Commission Minutes
11. Visitors/Public Comment
12. Ordinances
 - a. Authorizing the Sale of Certain Personal Property Owned by the City of Dixon (Squad Cars).
 - b. Authorizing the Sale of Certain Personal Property Owned by the City of Dixon (cell phone).
 - c. Amending Chronic Nuisance Ordinance – Title IV Chapter 7, Section 4-7-6
 - d. Vacating a Portion of the Public Alley Pursuant to the Request of Stanley H. Hoffman.
 - e. Vacating a Portion of the Public Alley Pursuant to the Request of Gary M. Howell.

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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- f. Establishing prevailing wages for the City of Dixon effective July 1, 2017.

13. Resolutions

14. Motions

- a. Discussion and possible approval of a contract between the City and Fehr Graham with respect to the Depot Avenue water main project.
- b. Discussion and possible approval of a contract between the City and Fehr Graham with respect to the Depot Avenue reconstruction project.
- c. Discussion and possible approval of a contract between the City and Fehr Graham with respect to the S. Galena water main replacement project.
- d. Refer Petition for Text Amendment and Special use to the Plan Commission.
- e. Discussion and possible approval of the Service Line Insurance Program.

15. Executive Session

- a. To consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees pursuant to Section 2(c)(5) of the Open Meetings Act.
- b. Deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act.
- c. Pending or threatened litigation against the City pursuant to Section 2(c)(11) of the Open Meetings Act.

16. Adjournment

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SUPPLEMENTAL INFORMATION

12. Ordinances

- a. Authorizing the Sale of Certain Personal Property Owned by the City of Dixon (Squad Cars). 2007 Dodge Durango and a 2010 Dodge Charger. Obenauf Auction Service will sell the vehicles via internet auction.
- b. Authorizing the Sale of Certain Personal Property Owned by the City of Dixon (cell phone). An iPhone 5s is being sold at a value of \$80.00.
- c. Amending Chronic Nuisance Ordinance – Title IV Chapter 7, Section 4-7-6
- d. Vacating a Portion of the Public Alley Pursuant to the Request of Stanley H. Hoffman
- e. Vacating a Portion of the Public Alley Pursuant to the Request of Gary M. Howell
- f. Establishing prevailing wages for the City of Dixon effective July 1, 2017. The City must establish prevailing wages annually.

13. Resolutions

14. Motions

- a. Discussion and possible approval of a contract between the City and Fehr Graham with respect to the Depot Avenue water main project. Fehr Graham will provide the civil engineering services for this project in the amount of \$29,900.
- b. Discussion and possible approval of a contract between the City and Fehr Graham with respect to the Depot Avenue reconstruction project. Fehr Graham will provide engineering in the amount of \$79,000 for the S. Depot Avenue street design from 7th St, south to Timber Industries south driveway.
- c. Discussion and possible approval of a contract between the City and Fehr Graham with respect to the S. Galena water main replacement project. Staff recommends awarding the Contract to Fehr Graham in the amount of \$97,250 for engineering services for the S. Galena Avenue water main replacement.
- d. Refer Petition for Text Amendment and Special use to the Plan Commission. Dixon Pads Shelter has petitioned for special use at 203 W. Everett Street.
- g. Discussion and possible approval of the Service Line Insurance Program. This program offers homeowners insurance for their water/sewer lines.

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COUNCIL OF THE CITY OF DIXON, ILLINOIS
COUNCIL CHAMBERS – CITY HALL
MONDAY, MAY 15, 2017
5:30 P.M.

CALL TO ORDER

The meeting was called to order by Mayor Arellano.

ROLL CALL/INVOCATION

Councilmen Considine, Marx, Venier, Marshall and Mayor Arellano answered Roll Call. The Pledge of Allegiance was cited. Pastor Marilyn Nolan of Grace United Methodist Church gave the Invocation.

APPROVAL OF MINUTES

Councilman Marshall moved to approve the minutes of the Regular and Closed Session Council Meeting of Monday, May 1, 2017. Seconded by Councilman Marx. Voting Yea: Councilman Considine, Marx, Venier, Marshall and Mayor Arellano. Voting Nay: None. **Motion carried.**

APPROVAL OF YEAR-TO-DATE FINANCIAL SUMMARY

Councilman Marx moved that the year-to-date Financial Summary through April 30, 2017 be accepted. Seconded by Councilman Venier. Voting Yea: Councilman Considine, Marshall, Marx, Venier, and Mayor Arellano. Voting Nay: None. **Motion carried.**

APPROVAL OF TOTAL LABOR AND OUTSIDE CLAIMS

Councilman Considine moved that the total labor and outside claims in the amount of \$928,433.66 be approved and ordered paid. Seconded by Councilman Marx. Voting Yea: Councilman Marshall, Marx, Considine, Venier, and Mayor Arellano. Voting Nay: None. **Motion carried.**

CITY MANAGER REPORT

City Manager O'Donnell mentioned that due to high river levels, the boat dock installation is being postponed. Regarding the Canterbury Apartments, the Council is waiting on an easement from the property owner. The Sidewalk Program is starting – the City will install the sidewalk and charges for the materials. There are currently 4 residents on the list. A bid opening is scheduled for May 25, 2017 at 11:00 a.m. for work on Palmyra Street. A bid opening for work on Depot and 7th Street will be on the agenda for the next meeting. Frog Hollow street improvements are underway and this is contracted work. Contractors engineering services for Galena Avenue water main will also be on the next meeting. City Manager O'Donnell advised that Ron Price QED to meet with two from the Council (Mayor and Councilman Marx) and 2 from the Airport Board.

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COUNCIL REPORTS

Mayor Arellano stated that the Fire Department consultation meeting has been pushed back. Mayor also advised that he had been asked to serve on the Municipal League Board. They meet quarterly and he wanted the Council's thoughts before accepting.

Councilman Marshall – Happy Mother's Day. Cinco De Mayo Festival downtown went very well. Happy Birthday to Dennis Considine today. Councilman Marshall gave a quick update to the Council and audience about the Sauk Valley leadership program. Interested people can get more information at svleadership.org

Councilman Venier – They had one candidate in over the weekend interviewing for the Dixon One position and advised that they had three in the running. They hope to finalize this the first of next week. At this time Attorney Lesage advised that there was not an agreement yet and that clarification was needed. There is also discussion about sub leasing at 83 S. Peoria. The lease ends December 2017.

BOARD & COMMISSIONS REPORTS

Mayor Arellano reported that the Dixon Historic Preservation Commission minutes, the Airport Board minutes and the monthly building permit report are on file with the Clerk and available for inspection.

ORDINANCE #3039 – AUTHORIZING THE SALE OF CERTAIN PERSONAL
PROPERTY OWNED BY THE CITY OF DIXON (SQUAD CARS)

This item was tabled as the City Manager advised that he did not have the motion available.

ORDINANCE #3040 – AMENDING CEMETERY REGULATIONS – TITLE III,
CHAPTER 7 OF THE CITY CODE

Councilman Marshall moved to approve the ordinance amending Title III Chapter 7 of the Dixon City Code relating to Cemetery Regulations. Seconded by Councilman Marx. Voting Yea: Councilman Marshall, Marx, Considine, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

RESOLUTION #2590 -17 – GRANTING TEMPORARY EASEMENT

Councilman Marx moved to approve a Resolution granting temporary encroachment for a canopy over the drive up entrance at Commerce Towers, 215 E 1st Street. Seconded by Councilman Venier. Seconded by Councilman Marshall. Voting Yea: Councilman

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Marshall, Marx, Considine, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

RESOLUTION #2591 -17 –AUTHORIZING EXECUTION OF ASSIGNMENT OF
DEMOLITION LIEN

Councilman Considine moved to approve a resolution assigning the demolition lien on 921 Douglas Avenue to Corrine Torres for the consideration of \$500.00. Seconded by Councilman Venier. Voting Yea: Councilman Marshall, Marx, Considine, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

RESOLUTION #2592-17 – CONFIRMING APPOINTMENT TO THE BOARD
TRUSTEES OF THE FIREMEN’S PENSION FUND

Councilman Venier moved to Mayor Arellano’s nomination of Wes Morrissey to the Board of Trustees of the Fire Pension Fund. Seconded by Councilman Marshall. Voting Yea: Councilman Marshall, Marx, Considine, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

PURCHASE OF TWO SQUAD CARS

Councilman Marshall moved that the Council approve the purchase of 2 2017 Chevrolet Tahoe’s 4X4 Special Service Vehicles from Ken Nelson Auto in the amount of \$77,420.00. There was a short discussion with a request for Chief Langloss to give a short overview. Seconded by Councilman Venier. Voting Yea: Councilman Marshall, Marx, Considine, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

OAKWOOD CEMETERY FEE SCHEDULE

Councilman Marx made a motion recommending setting fees for the cemetery at the proposed amounts. Seconded by Councilman Marshall. It was noted that it had been 15 years since an increase. Mayor advised he would like to see discussion on this and would like to see annual reviews. Voting yea: Councilman Marshall, Marx, Considine, Venier and Mayor Arellano. Voting Nay: None. **Motion Carried.**

LIQUOR LICENSE HOLDERS HOURS DURING THE PETUNNIA FESTIVAL

Councilman Considine made a motion to extend the hours of operations for liquor establishments from 11:00 AM on July 2, 2017 to 1:00 AM on July 3, 2017. Seconded by Councilman Venier. Mayor gave a little background on the liquor license rules and stated that had the holiday fallen on a Sunday the code would have given automatic change in hours. In this case with the holiday being in the middle of the week the

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Council would like to keep the hours in line with that of the festival. Councilman Marshall advised that he would abstain from the vote since he was a bar owner but was all for the Voting Yea: Councilman Marx, Considine, Venier and Mayor Arellano. Abstain: Councilman Marshall. Voting Nay: None. **Motion Carried.**

CONTRACT FOR SERVICES – RAYNOR FORCE MAIN ENGINEERING

Councilman Venier moved that the Council approve the contract with Willett-Hofmann for engineering and construction services relating to the Raynor Force Main in the amount of \$21,000.00. Seconded by Councilman Marx. The Council asked Superintendent McNitt some questions and he advised that Willet-Hoffman had the original plans for the pipe. He also advised that the pipe was very old estimating it at 40-50 years. Voting Yea: Councilman Marx, Marshall, Considine, Venier and Mayor Arellano. Voting Nay: None. **Motion Carried.**

LEASE WITH DIXON CHAMBER AND MAIN STREET

Councilman Marshall recommended approving the lease with Dixon Chamber and Main Street for the use of 87 S. Hennepin Avenue. Seconded by Councilman Marx. Councilman Marx thanked City Attorney Lesage and others for work on this. Voting Yea: Councilman Marshall, Marx, Considine, Venier, and Mayor Arellano. Voting Nay: None. **Motion Carried.**

AGREEMENT BETWEEN THE CITY OF DIXON AND OFFICER TRENT FRIDAY

Councilman Marx recommended approving the agreement and release with Trent Friday. Seconded by Councilman Venier. Voting Yea: Councilman Marshall, Marx, Considine, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

Before the meeting adjourned Councilman Venier asked Lou Cecchetti and Denny Coomes if they had any updates for the Council regarding their concerns discussed at the last meeting regarding Timber Industries. They indicated that they were still very much concerned with Timbers production especially the grinding of items that are thrown. Councilman Marx asked if there were any reports from the EPA. City Manager O'Donnell advised that the EPA found only minor things and that Public Safety and runoff would be monitored.

EXECUTIVE SESSION

Councilman Considine moved that the Regular Council Meeting of Monday, May 15, 2017 meet in Executive Session to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees pursuant to Section 2(c)(5) of the Open Meetings Act and to discuss purchase or sale of real estate. Seconded by

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Councilman Marx. Voting Yea: Councilman Marshall, Marx, Considine, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

RECOVENE MEETING

Councilman Marx moved that the Regular Council meeting of Monday, May 15, 2017, reconvene into open session. Seconded by Councilman Marshall. Voting Yea: Councilman Marshall, Marx, Considine, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

ADJOURNMENT

Councilman Venier moved that the Regular Council Meeting of Monday, May 15, 2017, be adjourned to meet in Regular Session on Monday, June 5, 2017, at 5:30 p.m. in the Council Chambers at City Hall. Seconded by Councilman Marshall. Voting Yea: Councilman Marshall, Marx, Considine, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.** The meeting adjourned at 10:27 p.m.

Stephanie A. Terranova, Deputy 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
	565	NORTH'S OIL COMPANY	3047019	GASOHOL/OCTANE	05/11/2017	1,176.96	.00	
	565	NORTH'S OIL COMPANY	3047063	GASOHOL/OCTANE	05/22/2017	4,337.36	.00	
	1493	VISION SERVICE PLAN (IL)	6 2017 #0002	COBRA	05/30/2017	6.85	.00	
	1554	HAMBURG, BRANDON	114983	EVENT BANNER PURCHASE	05/12/2017	450.00	.00	
Total :						5,971.17	.00	
REVENUES	997	NATIONAL GOVERNMENT SERVICES IN	22291	OVERPMT RUN #0022291	04/12/2017	283.76	.00	
REVENUES	1544	UPM RAFLATAC	5 2017	UTILITY TAX REBATE CALENDAR YR 2	05/30/2017	16,551.53	.00	
Total REVENUES:						16,835.29	.00	
COUNCIL	379	IL STATE POLICE	4 2017 #03952	LIQUOR BACKGROUND CHECKS #ILL	04/30/2017	54.00	.00	
COUNCIL	455	LAW OFFICES OF JOHNSON & BUH	2017-DIX-001	ATTORNEY FEES FOR CITY ORDINAN	05/15/2017	5,612.50	.00	
COUNCIL	828	WARD MURRAY PACE & JOHNSON	143769	GENERAL 0417	05/11/2017	12,835.75	.00	
COUNCIL	1291	PETTY CASH - STEPHANIE TERRANO	5 2017	CERTIFIED MAIL	05/30/2017	6.80	.00	
COUNCIL	1556	WRB LLC	2017-20	FIRE CONSULTANT	05/30/2017	6,720.00	.00	
Total COUNCIL:						25,229.05	.00	
ECONOMIC DEVELOPME	465	LEE COUNTY INDUSTRIAL DEVELOP	4 2017	CONTRIBUTION - 4 MONTHS X \$2250/	04/30/2017	9,000.00	.00	
ECONOMIC DEVELOPME	575	OFFICE DEPOT	924939267001	COFFEE/BREAKROOM SUPPLIES	05/02/2017	16.23	.00	
ECONOMIC DEVELOPME	575	OFFICE DEPOT	924944771001	COFFEE/BREAKROOM SUPPLIES	05/02/2017	3.99	.00	
ECONOMIC DEVELOPME	575	OFFICE DEPOT	926150758001	BREAKROOM SUPPLIES	05/06/2017	11.34	.00	
ECONOMIC DEVELOPME	575	OFFICE DEPOT	926150758001	BREAKROOM SUPPLIES	05/06/2017	13.14	.00	
ECONOMIC DEVELOPME	575	OFFICE DEPOT	926150793001	BREAKROOM SUPPLIES	05/08/2017	4.03	.00	
ECONOMIC DEVELOPME	575	OFFICE DEPOT	927464389001	BREAKROOM SUPPLIES	05/15/2017	2.95	.00	
ECONOMIC DEVELOPME	575	OFFICE DEPOT	927464438001	BREAKROOM SUPPLIES	05/12/2017	6.78	.00	
ECONOMIC DEVELOPME	1011	BLACKHAWK HILLS REGIONAL COUN	5 2017	LEE-OGLE EZONE ADMIN 2017	05/17/2017	23,080.00	.00	
ECONOMIC DEVELOPME	1291	PETTY CASH - STEPHANIE TERRANO	5 2017	EZ MEETING	05/30/2017	30.68	.00	
Total ECONOMIC DEVELOPMENT:						32,169.14	.00	
FINANCE	575	OFFICE DEPOT	924939267001	OFFICE SUPPLIES	05/02/2017	96.47	.00	
FINANCE	575	OFFICE DEPOT	924944771001	OFFICE SUPPLIES	05/02/2017	13.67	.00	
FINANCE	575	OFFICE DEPOT	925126587001	OFFICE SUPPLIES	05/02/2017	8.99-	.00	
FINANCE	575	OFFICE DEPOT	926150793001	OFFICE SUPPLIES	05/08/2017	10.63	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
FINANCE	575	OFFICE DEPOT	927464389001	OFFICE SUPPLIES	05/15/2017	84.94	.00	
FINANCE	675	SAUK VALLEY MEDIA	041710126104	ENVELOPES	04/14/2017	463.66	.00	
Total FINANCE:						660.38	.00	
ADMINISTRATION	271	FREDERICKS, BECKY	5 2017 1	MILEAGE/LODGING @IPELRA BARGAI	05/17/2017	447.78	.00	
ADMINISTRATION	356	IL CITY/COUNTY MANAGEMENT ASSO	5 2017	CO DUES FOR ILCMA	05/16/2017	289.00	.00	
ADMINISTRATION	575	OFFICE DEPOT	926036604001	OFFICE SUPPLIES	05/05/2017	48.99-	.00	
ADMINISTRATION	575	OFFICE DEPOT	926150793001	OFFICE SUPPLIES	05/08/2017	48.99	.00	
ADMINISTRATION	819	VERIZON WIRELESS	9785988110	ADMIN	05/18/2017	38.01	.00	
ADMINISTRATION	819	VERIZON WIRELESS	9785988110	FINANCE	05/18/2017	38.01	.00	
ADMINISTRATION	1086	BRADSHAW, AMANDA	437733	SPRING SEMESTER TUITION REIMB	05/22/2017	2,000.00	.00	
Total ADMINISTRATION:						2,812.80	.00	
HUMAN RESOURCES	612	PJ GREUFE & ASSOCIATES	1418	MONTHLY HR CONSULTANT- MAY 201	05/18/2017	1,500.00	.00	
HUMAN RESOURCES	1193	AMERICAN DATABANK	980054	BACKGROUND CHECKS	04/30/2017	398.00	.00	
HUMAN RESOURCES	1479	PERSPECTIVES	86673	EAP SERVICES - MAY	06/01/2017	190.00	.00	
Total HUMAN RESOURCES:						2,088.00	.00	
INFORMATION TECHNOL	776	TKB ASSOCIATES INC	12544	LASERFICHE LICENSE CONVERSION/	05/19/2017	7,531.00	.00	
INFORMATION TECHNOL	819	VERIZON WIRELESS	9785988110	IT	05/18/2017	20.36	.00	
Total INFORMATION TECHNOLOGY:						7,551.36	.00	
MUNICIPAL	4	ACE HARDWARE	472064	WIRING SUPPLIES	05/17/2017	3.59	.00	
MUNICIPAL	52	AUCA CHICAGO MC LOCKBOX	1590960553	CITY HALL MATS	05/23/2017	93.10	.00	
MUNICIPAL	157	CONSTELLATION NEW ENERGY INC	0039506032	0 GRAHAM #2483157028	05/14/2017	11,478.05	.00	
MUNICIPAL	408	JERRELLS, LEONARD L	3748	KEYS/LOCK NEW FRONT DOOR	05/19/2017	76.00	.00	
MUNICIPAL	510	MEYER, PAULA	Z63376	DOOR HANDLE FOR HR STORAGE	04/27/2017	19.99	.00	
Total MUNICIPAL:						11,670.73	.00	
CAPITAL FUND EXPENSE	181	DELL MARKETING L.P	10168483678	DELL OPTIPLEX 7050 REFURB 164108	05/26/2017	701.10	.00	
CAPITAL FUND EXPENSE	181	DELL MARKETING L.P	10168483686	DELL OPTIPLEX 7050 REFURB 164108	05/26/2017	566.10	.00	
CAPITAL FUND EXPENSE	181	DELL MARKETING L.P	10168616359	DELL OPTIPLEX 7050 REFURB 164108	05/26/2017	692.10	.00	
CAPITAL FUND EXPENSE	203	DIXON GLASS CO INC	30211	CITY HALL FRONT DOOR	05/18/2017	4,989.00	.00	
CAPITAL FUND EXPENSE	427	KEN NELSON AUTO PLAZA	051705	PURCHASED OF USED 2009 CHEV TA	05/23/2017	19,999.00	.00	
CAPITAL FUND EXPENSE	1518	COATINGS UNLIMITED	617003-2	GALENA AVE BRIDGE - DRAW #2	05/17/2017	72,094.05	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total CAPITAL FUND EXPENSES:						99,041.35	.00	
PUBLIC WORKS ADMINIS	1316	FEHR GRAHAM & ASSOCIATES	76450	17-323 78/86 MONROE	04/30/2017	2,500.00	.00	
Total PUBLIC WORKS ADMINISTRATION:						2,500.00	.00	
BUILDING ZONING	144	CNA SURETY	5 2017 #54425712N	BOND PREMIUM #54425712N	05/30/2017	30.00	.00	
BUILDING ZONING	819	VERIZON WIRELESS	9785988110	ZONING	05/18/2017	51.09	.00	
BUILDING ZONING	1380	INTERNATIONAL CODE COUNCIL INC	3147822	GOVERNMENTAL MEMBER DUES	05/04/2017	135.00	.00	
Total BUILDING ZONING:						216.09	.00	
STREETS	4	ACE HARDWARE	469968	BLADE SAW/INSERT POWER/HEX IMP	05/03/2017	70.66	.00	
STREETS	4	ACE HARDWARE	470194	CONCRETE MIX	05/04/2017	14.97	.00	
STREETS	4	ACE HARDWARE	470797	MORTAR MIX	05/09/2017	11.98	.00	
STREETS	4	ACE HARDWARE	471191	CARBIDE CHAIN	05/11/2017	38.95	.00	
STREETS	4	ACE HARDWARE	471664	LAWN MIX	05/15/2017	137.99	.00	
STREETS	4	ACE HARDWARE	472046	CHAIN LOOP/OIL GALLONS/CHNSW FI	05/17/2017	69.14	.00	
STREETS	4	ACE HARDWARE	472354	RAKSPRNGBRACE/CANOPY	05/19/2017	101.37	.00	
STREETS	4	ACE HARDWARE	473210	FULL WRAP 40" HI VIS ZIP	05/25/2017	141.95	.00	
STREETS	52	AUCA CHICAGO MC LOCKBOX	1590938460	MATS AT PLANT	05/04/2017	69.83	.00	
STREETS	52	AUCA CHICAGO MC LOCKBOX	1590938468	RUBBER MATS	05/04/2017	57.12	.00	
STREETS	52	AUCA CHICAGO MC LOCKBOX	1590955430	RUBBER MATS	05/18/2017	57.12	.00	
STREETS	85	BONNELL INDUSTRIES INC	0174671-IN	PLASTICADE BARRICADE	05/17/2017	1,603.00	.00	
STREETS	436	KITZMAN'S LTD.	366523	1220 REBAR	05/12/2017	23.97	.00	
STREETS	555	NICOR	5 2017 #0009	621 W 7TH #71846910009	05/19/2017	69.31	.00	
STREETS	650	ROCK RIVER READY MIX	5400	CUSHING/BONNIE	05/09/2017	486.00	.00	
STREETS	650	ROCK RIVER READY MIX	5403	CUSHING/BONNIE	05/09/2017	170.10	.00	
STREETS	650	ROCK RIVER READY MIX	5421	MIDDLE RD	05/11/2017	170.10	.00	
STREETS	650	ROCK RIVER READY MIX	5440	BONNIE AVE	05/12/2017	218.70	.00	
STREETS	685	SENECA COMPANIES	1254034	SUPPLIES/LABOR/MILEAGE	05/16/2017	228.75	.00	
STREETS	728	STERLING NAPA AUTO PARTS	892824	BATTERY	05/03/2017	103.19	.00	
STREETS	728	STERLING NAPA AUTO PARTS	892892	WIPER BLADE	05/04/2017	12.00	.00	
STREETS	728	STERLING NAPA AUTO PARTS	894079	LL MINIATURE BULB	05/12/2017	8.98	.00	
STREETS	728	STERLING NAPA AUTO PARTS	894457	FITTING	05/15/2017	2.81	.00	
STREETS	728	STERLING NAPA AUTO PARTS	894481	ALTERNATOR/2000 CHEVY TRUCK	05/15/2017	119.00	.00	
STREETS	728	STERLING NAPA AUTO PARTS	894565	FITTING/BULB	05/16/2017	22.23	.00	
STREETS	770	THOMPSON TRUCK & TRAILER INC.	X203018059:01	AIR QUALITY TANK #15	05/15/2017	450.70	.00	
STREETS	770	THOMPSON TRUCK & TRAILER INC.	X203018062:01	CABLE TANK MTG ASSY/AIR QUALITY	05/15/2017	510.10	.00	
STREETS	770	THOMPSON TRUCK & TRAILER INC.	X203018069:01	ELBOW 90 DEG	05/16/2017	62.48	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
STREETS	819	VERIZON WIRELESS	9785988110	STREETS	05/18/2017	48.37	.00	
STREETS	836	WELLS FARGO	5 2017 #2194	IL CLASS A/B OPERATOR TRAINING-U	05/24/2017	175.00	.00	
STREETS	837	WENDLER ENGINEERING SERVICES I	37808	CANTERBURY APT SIDEWALK	05/15/2017	477.50	.00	
STREETS	986	CANTERBURY, JIM	50055	REIMBURSE MEAL - TRAINING	04/26/2017	10.42	.00	
STREETS	1166	1ST AYD CORPORATION	PSI114927	CLEANING SUPPLIES	05/12/2017	425.34	.00	
STREETS	1356	PRINTS & STITCHES INC	5 2017	PW SEASONALS:SHIRT EMBROIDERY	05/15/2017	98.00	.00	
STREETS	1539	CIVIL MATERIALS	106163	UPM PATCH MIX	04/30/2017	3,152.40	.00	
STREETS	1541	KALEEL'S	5 2017	SPRATT CLOTHING ALLOW	05/15/2017	137.00	.00	
STREETS	1548	CUMMINS INC	39289	PLANNED MAINTENANCE AGREEMEN	04/13/2017	811.80	.00	
Total STREETS:						10,368.33	.00	
PUBLIC PROPERTY	4	ACE HARDWARE	470802	ENGINE OIL/GAS SPOUT/SCKT1/4DR,	05/09/2017	59.59	.00	
PUBLIC PROPERTY	4	ACE HARDWARE	472356	CHAIN 2 JACK #16	05/19/2017	2.50	.00	
PUBLIC PROPERTY	52	AUCA CHICAGO MC LOCKBOX	1590946989	PAPER/SHOP TOWELS	05/11/2017	96.26	.00	
PUBLIC PROPERTY	217	DIXON TIRE CENTER	85855	TIRE REPAIR 1993 FORD F150 TRUCK	05/06/2017	16.00	.00	
PUBLIC PROPERTY	328	HERCULES HARDWARE	16483	SOUND SILENCER EAR PLUGS/CLEA	04/17/2017	62.71	.00	
PUBLIC PROPERTY	412	JOHN DEERE FINANCIAL	829987	BLADE MOWER 60" DECK	05/19/2017	252.24	.00	
PUBLIC PROPERTY	555	NICOR	5 2017 #1954	105 W RIVER ST #69412191954	05/22/2017	26.68	.00	
PUBLIC PROPERTY	565	NORTH'S OIL COMPANY	3047018	DIESEL FUEL	05/11/2017	532.70	.00	
PUBLIC PROPERTY	728	STERLING NAPA AUTO PARTS	895148	OIL FILTER/NEW TORO	05/19/2017	28.16	.00	
PUBLIC PROPERTY	793	TURNROTH SIGN CO	2017135	REPAIR SHORTED HIGH VOLTAGE NE	05/08/2017	156.00	.00	
PUBLIC PROPERTY	819	VERIZON WIRELESS	9785988110	PUBLIC PROPERTY	05/18/2017	172.75	.00	
Total PUBLIC PROPERTY:						1,405.59	.00	
CEMETERY	4	ACE HARDWARE	471157	GLOVES/LAWN MIX/SPRYR/HOUSEH	05/11/2017	142.09	.00	
CEMETERY	4	ACE HARDWARE	471877	TUBE COPPER/PIPE GALV/COM CON	05/16/2017	164.47	.00	
CEMETERY	4	ACE HARDWARE	472005	SPRYPNT/FABRIC STAPLES/TOP RAIL	05/17/2017	149.03	.00	
CEMETERY	4	ACE HARDWARE	472006	SHOULDER HARNESS/PIPE INSULATI	05/17/2017	49.72	.00	
CEMETERY	4	ACE HARDWARE	472076	ELBOW /COUPLE	05/17/2017	40.40	.00	
CEMETERY	328	HERCULES HARDWARE	16483	SOUND SILENCER EAR PLUGS/CLEA	04/17/2017	62.71	.00	
CEMETERY	457	LAWSON PRODUCTS INC	9304935980	BOX IMPACT SAFETY GOGGLE	05/11/2017	37.04	.00	
CEMETERY	555	NICOR	5 2017 1 #0009	NS RT38 1W CHURCH #94871910009	05/17/2017	65.77	.00	
CEMETERY	555	NICOR	5 2017 1 #0002	416 s dement #36491320002	05/19/2017	42.64	.00	
CEMETERY	565	NORTH'S OIL COMPANY	3047018	DIESEL FUEL	05/11/2017	532.70	.00	
CEMETERY	1527	MILLER, SHARRI	5 2017	MILEAGE REIM OAKWOOD	05/30/2017	4.32	.00	
CEMETERY	1552	STERLING VAULT CO	78748	BUCKET OF SETTING COMPOUND	04/25/2017	45.00	.00	
Total CEMETERY:						1,335.89	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
PUBLIC SAFETY BUILDIN	52	AUCA CHICAGO MC LOCKBOX	1590943562	JANITORIAL SUPPLIES	05/09/2017	106.93	.00	
PUBLIC SAFETY BUILDIN	275	FYR- FYTER INC	64893	REFILL/SERVICE OF FIRE EXTINGUIS	05/17/2017	171.60	.00	
PUBLIC SAFETY BUILDIN	478	LOESCHER HEATING AND COOLING F	134060	REPAIR OF ICE MACHINE @ FIRE DEP	05/16/2017	130.00	.00	
PUBLIC SAFETY BUILDIN	478	LOESCHER HEATING AND COOLING F	134061	REPAIR OF ICE MACHINE @ FIRE DEP	05/16/2017	600.00	.00	
PUBLIC SAFETY BUILDIN	872	ZEP SALES AND SERVICE	9002817045	FLOOR WAX	05/10/2017	154.61	.00	
PUBLIC SAFETY BUILDIN	1173	DIRECT IN SUPPLY	102955	PAPER PRODUCTS/GARBAGE BAGS	05/03/2017	237.45	.00	
PUBLIC SAFETY BUILDIN	1173	DIRECT IN SUPPLY	103033	PAPER PRODUCTS/GARBAGE BAGS/	05/17/2017	330.45	.00	
PUBLIC SAFETY BUILDIN	1548	CUMMINS INC	39289	PLANNED MAINTENANCE AGREEMEN	04/13/2017	1,086.25	.00	
Total PUBLIC SAFETY BUILDING:						2,817.29	.00	
DOWNTOWN MAINTENA	38	ANNE'S LANDSCAPE SUPPLY	35386	RIVERFRONT PLANTS	05/26/2017	37.96	.00	
Total DOWNTOWN MAINTENANCE:						37.96	.00	
TRAFFIC MAINTENANCE	85	BONNELL INDUSTRIES INC	0116575	LIFT GATE/ARROW BOARD/LIGH BAR/	04/20/2017	7,842.97	.00	
TRAFFIC MAINTENANCE	201	DIXON COMMERCIAL ELECTRIC CO.	02328	CONFLICT MONITORING TESTING	05/22/2017	4,800.00	.00	
TRAFFIC MAINTENANCE	819	VERIZON WIRELESS	9785988110	TRAFFIC	05/18/2017	48.37	.00	
TRAFFIC MAINTENANCE	1317	MOBOTREX INC	218617	CONFLICT MONITOR	04/26/2017	690.00	.00	
TRAFFIC MAINTENANCE	1317	MOBOTREX INC	219000	VIDEO DETECTION/WDR IMAGER W/C	05/16/2017	17,113.00	.00	
TRAFFIC MAINTENANCE	1437	BROOK ELECTRICAL SUPPLY	S006368180.001	RFM 160W 48 LED HEADS	05/23/2017	1,085.76	.00	
Total TRAFFIC MAINTENANCE:						31,580.10	.00	
WATER	4	ACE HARDWARE	469032	PARTS	04/26/2017	2.14	.00	
WATER	52	AUCA CHICAGO MC LOCKBOX	1590943567	RUBBER MATS	05/09/2017	54.23	.00	
WATER	182	DELTA INDUSTRIES INC	135127	KAESOR COMPRESSOR ANNUAL MAI	05/04/2017	2,071.71	.00	
WATER	201	DIXON COMMERCIAL ELECTRIC CO.	02286	WELL #7 WIRING/START UP	10/06/2016	717.59	.00	
WATER	201	DIXON COMMERCIAL ELECTRIC CO.	02327	BOOSTER #2 VFD WIRING	05/05/2017	724.27	.00	
WATER	217	DIXON TIRE CENTER	85031	TIRES OLD DUMP TRUCK	05/02/2017	1,923.50	.00	
WATER	217	DIXON TIRE CENTER	85923	TIRES 2013 DODGE CARAVAN (WHITE	05/12/2017	507.00	.00	
WATER	272	FREEDOM MAILING SERVICES INC.	31288	WATER DEPT-SHUT OFF NOTICES	05/05/2017	10.12	.00	
WATER	272	FREEDOM MAILING SERVICES INC.	31288	WATER DEPT- POSTAGE	05/05/2017	52.19	.00	
WATER	284	WELLS FARGO VENDOR FIN SERV	66964982	LEASING SHARP COPIER	05/14/2017	159.40	.00	
WATER	312	HARDER CORP	R118990	TOWELS/TOOLBOX WIPES/PAPER TO	05/16/2017	242.16	.00	
WATER	318	HD SUPPLY WATERWORKS LTD.	G627772	6" HYDRANT W/STORZ CONNECTOR	02/09/2017	5,020.00	.00	
WATER	318	HD SUPPLY WATERWORKS LTD.	G774789	56" HYDRANT W/STORZ CONNECTOR	05/12/2017	4,924.00	.00	
WATER	318	HD SUPPLY WATERWORKS LTD.	H100202	CLAMP/MUELLER HYD REP KIT	05/04/2017	761.14	.00	
WATER	339	HUFFMAN CAR WASH	138055	VEHICLE WASH	05/16/2017	5.75	.00	
WATER	492	MARTIN & COMPANY EXCAVATING	25363	ASPHALT	05/13/2017	346.50	.00	
WATER	492	MARTIN & COMPANY EXCAVATING	25394	ASPHALT	05/20/2017	799.50	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
WATER	555	NICOR	5 2017 #0001	92 ARTESIAN #55291320001	05/19/2017	278.91	.00	
WATER	555	NICOR	5 2017 #0004	520 E RIVER RD #59491320004	05/19/2017	84.11	.00	
WATER	594	PDC LABORATORIES	862396	FLOURIDE TESTING	04/30/2017	72.00	.00	
WATER	594	PDC LABORATORIES	862397	SOC/VOC TESTING	04/30/2017	886.50	.00	
WATER	638	RENNER QUARRIES LTD.	46653	CA-11 3/4" CHIPS	05/12/2017	55.28	.00	
WATER	682	SCHMITT PLUMBING & HEATING	52002	1217 W FIRST WATERLINE REPAIRS	03/20/2017	1,672.35	.00	
WATER	682	SCHMITT PLUMBING & HEATING	52233	1217 W FIRST WATERLINE REPAIRS	04/25/2017	265.70	.00	
WATER	809	USA BLUEBOOK	254442	TRIPLE THREAT/SURFACTANT	05/09/2017	299.62	.00	
WATER	809	USA BLUEBOOK	262655	CHLORINE TEST KIT	05/18/2017	145.01	.00	
WATER	809	USA BLUEBOOK	263073	RUBBER COVERED HOSE	05/18/2017	214.68	.00	
WATER	819	VERIZON WIRELESS	9785988110	WATER	05/18/2017	63.67	.00	
WATER	1194	AQUA BACKFLOW INC.	2017-358	ANNUAL FEE	05/04/2017	360.00	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146635517051	1552 DUTCH RD #0127095069	05/05/2017	1,323.83	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146635617041	420 E RIVER RD #0655112011	05/05/2017	925.52	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146635917051	0 CHICAGO AVE #2607077030	05/05/2017	302.90	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636017051	1329 N GALENA #5526002009	05/05/2017	3,488.75	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636217051	1025 NACHUSA #5610052004	05/05/2017	3,747.48	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636317051	1100 WARP #5946131009	05/05/2017	3,553.77	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636417051	1952 LOWELL PK #7878029001	05/26/2017	136.39	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636517051	2019 LOWELL PK #8907019049	05/26/2017	97.05	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636617051	1740 N BRINTON #9138144009	05/26/2017	165.24	.00	
WATER	1548	CUMMINS INC	39289	PLANNED MAINTENANCE AGREEMEN	04/13/2017	5,635.75	.00	
Total WATER:						42,095.71	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	471324	RENTAL TRENCHER RT100	05/12/2017	110.00	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	472160	TRIMMER LINE	05/18/2017	11.95	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	472389	CONNCTR/STENCIL/PLIER/SPRYPNT	05/19/2017	60.24	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	472413	HARDWARE/MASKING TAPE	05/19/2017	5.65	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	472647	HARDWARE	05/22/2017	6.33	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	472983	TURF BUILD/RAGS/TIRE GAUGE/PAN	05/24/2017	73.02	.00	
SEWAGE TREATMENT	52	AUCA CHICAGO MC LOCKBOX	1590952052	MATS AT PLANT	05/16/2017	36.12	.00	
SEWAGE TREATMENT	85	BONNELL INDUSTRIES INC	0174744-IN	LED FLASHERS/CORNER LIGHTS	05/24/2017	955.96	.00	
SEWAGE TREATMENT	104	C & N SUPPLY	54751	SHIPPING LAB SAMPLES	05/17/2017	16.46	.00	
SEWAGE TREATMENT	264	FISHER SCIENTIFIC	0296804	M-FECAL COLIFORM NO ROS 50 PK	04/25/2017	240.98	.00	
SEWAGE TREATMENT	264	FISHER SCIENTIFIC	2812068	FLTR STR 47MM	05/18/2017	436.67	.00	
SEWAGE TREATMENT	272	FREEDOM MAILING SERVICES INC.	31288	SEWER DEPT-SHUT OFF NOTICES	05/05/2017	10.12	.00	
SEWAGE TREATMENT	272	FREEDOM MAILING SERVICES INC.	31288	SEWER DEPT- POSTAGE	05/05/2017	52.18	.00	
SEWAGE TREATMENT	436	KITZMAN'S LTD.	366532	DRAIN TILE SNAP COUPLING	05/12/2017	4.98	.00	
SEWAGE TREATMENT	436	KITZMAN'S LTD.	366562	DRAIN TILE SNAP COUPLING/DRAIN T	05/12/2017	37.52	.00	
SEWAGE TREATMENT	555	NICOR	5 2017 #0002	2600 W THIRD ST #54122320002	05/22/2017	228.59	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
SEWAGE TREATMENT	561	COMPLETE FENCE	44651	REPAIRS/MAINTENANCE TO ELECTR	04/21/2017	477.75	.00	
SEWAGE TREATMENT	607	PIEDMONT TECHNICAL SERVICES	2758	ANNUAL REPAIR AND STARTUP TROJ	05/19/2017	3,745.00	.00	
SEWAGE TREATMENT	607	PIEDMONT TECHNICAL SERVICES	2760	TROJAN UV BALLASTS FOR UV4000	05/19/2017	5,639.00	.00	
SEWAGE TREATMENT	682	SCHMITT PLUMBING & HEATING	52284	REMOVE BEARD/ROOT, REPLACE 10'	05/03/2017	1,434.00	.00	
SEWAGE TREATMENT	735	STRAND ASSOCIATES INC	0128877	OPERATION/NEEDS REVIEW	05/11/2017	1,076.91	.00	
SEWAGE TREATMENT	809	USA BLUEBOOK	249695	DISPENSER/PVC STRAINER/POLYSEE	05/03/2017	548.19	.00	
SEWAGE TREATMENT	819	VERIZON WIRELESS	9785988110	WASTE WATER	05/18/2017	105.36	.00	
SEWAGE TREATMENT	835	HARDEN TRUCK REPAIR INC	24382	VAC TRUCK REPAIRS	04/19/2017	130.64	.00	
SEWAGE TREATMENT	954	TIMBER INDUSTRIES LLC	111184	TREE REMOVAL @ ELLS AVE	05/03/2017	600.00	.00	
SEWAGE TREATMENT	1166	1ST AYD CORPORATION	PSI115107	ROOM DEODORIZER/FOAM WASH/DR	05/12/2017	384.71	.00	
SEWAGE TREATMENT	1166	1ST AYD CORPORATION	PSI115347	STEP DRILL SET	05/12/2017	118.49	.00	
SEWAGE TREATMENT	1211	DYNEGY ENERGY SERVICES	146635817041	2600 W THIRD ST #1226400005	05/05/2017	16,576.49	.00	
SEWAGE TREATMENT	1291	PETTY CASH - STEPHANIE TERRANO	5 2017	GAS	05/30/2017	24.39	.00	
SEWAGE TREATMENT	1381	SENSAPHONE	5 2017 #30873	WIRELESS SUBSCRIPTION RENEWAL	05/05/2017	240.00	.00	
SEWAGE TREATMENT	1548	CUMMINS INC	39289	PLANNED MAINTENANCE AGREEMEN	04/13/2017	1,274.71	.00	
Total SEWAGE TREATMENT:						34,662.41	.00	
FIRE	57	AVOCATION SOFTWARE	8218	ANNUAL SUPPORT FEE EMS BILLING	05/14/2017	150.00	.00	
FIRE	102	BUSKOHL, RYAN	5 2017	TUITION REIMB SPRING 2017	05/16/2017	366.00	.00	
FIRE	241	EMERGENCY MEDICAL PRODUCTS IN	1908702	AMBULANCE SUPPLIES	05/23/2017	212.75	.00	
FIRE	427	KEN NELSON AUTO PLAZA	290136	OIL CHANGE/FILTER 2010 TAHOE	05/22/2017	38.95	.00	
FIRE	480	LOHSE, DAVID	5 2017 SVCC	TUITION REIMBURSEMENT SPRING 2	05/30/2017	1,508.27	.00	
FIRE	658	ROMEOVILLE FIRE ACADEMY	2017-213	REG FOR 3 @ TACTICS/STRATEGIES-	05/12/2017	1,035.00	.00	
FIRE	677	SBM STERLING BUSINESS CENTER	359069	CONTRACT #A8146-MX2615N-01	05/15/2017	99.00	.00	
FIRE	801	UNIFORM DEN INC	92875	DEPT UNIFORM BOOTS - CALLISON	05/08/2017	105.50	.00	
FIRE	806	UNIVERSITY OF ILLINOIS -GAR	UFINX730	REG MARKIN @ FAE @ IFSI	05/17/2017	550.00	.00	
FIRE	819	VERIZON WIRELESS	9785988110	FIRE	05/18/2017	340.32	.00	
FIRE	1490	DINGES FIRE COMPANY	402476	COUPLING ADAPTER 2 1/2"	04/26/2017	45.95	.00	
FIRE	1490	DINGES FIRE COMPANY	40439	STRUCTURAL FIREFIGHTING GLOVE	05/17/2017	50.00	.00	
FIRE	1555	SCOTT SAFETY	SLS1290164	BATTERY REPLACEMENT 2 ISG TIC	05/10/2017	90.00	.00	
Total FIRE:						4,591.74	.00	
DUI FINES FUND EXPEN	829	WATCHGUARD VIDEO	4BOINV0001949	EQUIP FOR WIRELESS DOWNLOAD O	02/14/2017	3,850.00	.00	
Total DUI FINES FUND EXPENSE:						3,850.00	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	9033	LOF/COOLANT LEAK/TIE RODS/BATTE	05/04/2017	752.44	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	9050	BRAKE REPAIRS #98	05/04/2017	718.18	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	9083	LOF #95	05/03/2017	64.92	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	9084	IGNITION COIL/WHEEL HUB ASSBLY F	05/05/2017	965.43	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	9086	BRAKES/BATTERY/LOF K-9 SQUAD	05/08/2017	796.92	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	9112	LOF DET RAGAN'S SQUAD	05/08/2017	53.72	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	9126	FRONT/REAR BRAKES FOR #83	05/12/2017	891.00	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	9131	CABIN FILTER/WATER LEAK FOR LT SI	05/10/2017	79.91	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	9153	TRANSFER CASE MOTOR FOR DET R	05/12/2017	371.85	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	9171	LOF BLACK TAHOE	05/16/2017	52.94	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	9185	REPLACED TIE ROD END/ALIGNMENT	05/19/2017	495.97	.00	
POLICE	203	DIXON GLASS CO INC	30201	REPAIRS TO BROKEN WINDOW DURI	05/12/2017	240.47	.00	
POLICE	250	EXPERIAN	CD1801032235	CREDIT CHECK	04/28/2017	27.00	.00	
POLICE	284	WELLS FARGO VENDOR FIN SERV	66889767	LEASE PAYMENT FOR A7671 PRINTE	05/07/2017	205.15	.00	
POLICE	284	WELLS FARGO VENDOR FIN SERV	66905929	LEASE PAYMENT FOR A7672 PRINTE	05/07/2017	106.49	.00	
POLICE	379	IL STATE POLICE	4 2017 #IL920707Z	CONCEALLED CARRY BACKGROUND	04/30/2017	27.00	.00	
POLICE	444	KSB HOSPITAL	668987	TRIENNIAL PHYSICAL	04/10/2017	300.00	.00	
POLICE	493	CARD SERVICE CENTER	5 2017 #0672	REFUND FROM WIU	05/03/2017	75.00-	.00	
POLICE	493	CARD SERVICE CENTER	5 2017 #0672	MEALS WHILE @ IDEOA CONF	05/03/2017	134.98	.00	
POLICE	493	CARD SERVICE CENTER	5 2017 #0672	LODGE WHILE @ IDEOA CONF	05/03/2017	366.24	.00	
POLICE	493	CARD SERVICE CENTER	5 2017 #0672	SPILL-PROOF WATER BOWL FOR K-9	05/03/2017	114.95	.00	
POLICE	533	MUNICIPAL ELECTRONICS	064586	RADAR CERTIFICATION	05/16/2017	280.00	.00	
POLICE	587	P.F PETTIBONE & CO.	172269	2000 PARKING TICKETS	05/12/2017	886.30	.00	
POLICE	629	QUILL CORPORATION	6453025	COPY PAPER	05/02/2017	179.94	.00	
POLICE	629	QUILL CORPORATION	6608407	7 MONTHLY PLANNERS	05/08/2017	102.83	.00	
POLICE	629	QUILL CORPORATION	6683895	WHITE RULED PADS	05/10/2017	24.97	.00	
POLICE	634	RAY O'HERRON CO INC	1729416-IN	AMMUNITION	05/25/2017	1,337.35	.00	
POLICE	677	SBM STERLING BUSINESS CENTER	358737	CONTRACT #A7346-MXB401-03	05/12/2017	113.00	.00	
POLICE	704	SLIM-N-HANK'S	8095	TOW BILL	04/01/2017	50.00	.00	
POLICE	819	VERIZON WIRELESS	9785988110	POLICE	05/18/2017	670.90	.00	
POLICE	1557	AXON ENTERPRISE INC	SI480109	45 TASER CARTRIDGES	04/26/2017	1,336.96	.00	
POLICE	1558	BLACKHAWK AREA COUNCIL - BOY S	5 2017	ANNUAL DUES FOR EXPLORER POST	05/30/2017	280.00	.00	
Total POLICE:						11,952.81	.00	
LIBRARY	4	ACE HARDWARE	470938	DEC PLATE/RECEPT/PLUNGER	05/09/2017	27.86	.00	
LIBRARY	4	ACE HARDWARE	471922	PLUNGER/MESH SINK TRAPS/NITRILE	05/16/2017	25.70	.00	
LIBRARY	184	DEMCO INC	6135846	FILMOPLAST MENDING/FILAMENT/BO	05/16/2017	753.44	.00	
LIBRARY	275	FYR- FYTER INC	64844	NEW EXTINGUISHER/REINSTALL 3 EX	05/12/2017	79.45	.00	
LIBRARY	277	GALE/CENGAGE LEARNING	60556431	LARGE PRINT STANDING ORDERS	05/05/2017	2,800.00	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98307996	ADULT MTLS	05/01/2017	1,039.77	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98323682	ADULT MTLS	05/02/2017	9.59	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98323682	CHILDREN MTLS	05/02/2017	1,280.70	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98370202	ADULT MTLS	05/04/2017	142.70	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
LIBRARY	389	INGRAM LIBRARY SERVICES	98370202	CHILDREN MTLs	05/04/2017	218.57	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98370202	PROGRAMS	05/04/2017	25.04	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98389032	CHILDREN MTLs	05/05/2017	19.16	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98403254	ADULT MTLs	05/08/2017	352.46	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98403254	CHILDREN MTLs	05/08/2017	30.24	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98403255	ADULT MTLs	05/08/2017	270.87	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98479864	ADULT MTLs	05/12/2017	11.29	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98479864	CHILDREN MTLs	05/12/2017	9.58	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98479864	PROGRAMS	05/12/2017	970.59	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98553917	ADULT MTLs	05/18/2017	68.36	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98553917	CHILDREN MTLs	05/18/2017	25.38	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98553917	PROGRAMS	05/18/2017	192.00	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98573286	ADULT MTLs	05/19/2017	21.28	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98573286	CHILDREN MTLs	05/19/2017	49.96	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	98573286	PROGRAMS	05/19/2017	39.40	.00	
LIBRARY	460	LEAF	7408209	LEASE DOCUMENTATION FEE SHARP	05/18/2017	365.83	.00	
LIBRARY	500	MCNAMARA, MIKE	528483	PAINTING AT DPL	05/25/2017	2,598.75	.00	
LIBRARY	531	MO-ST PLUMBING	16916	OPEN SEWER/FOUND CELL PHONE I	05/09/2017	212.50	.00	
LIBRARY	575	OFFICE DEPOT	927644868001	BOOK TAPE/SHEET PROTECTORS/PE	05/15/2017	50.60	.00	
LIBRARY	596	PEST CONTROL CONSULTANTS	67730	MONTHLY PEST CONTROL	05/23/2017	65.00	.00	
LIBRARY	599	PETTY CASH - JENNIFER KOCH	5 2017	ITEMS FOR BOOK CLUB	05/30/2017	13.05	.00	
LIBRARY	599	PETTY CASH - JENNIFER KOCH	5 2017	ROLL OF TICKETS/COUPONS SRP AD	05/30/2017	10.76	.00	
LIBRARY	599	PETTY CASH - JENNIFER KOCH	5 2017 1	POSTAGE	05/30/2017	1.84	.00	
LIBRARY	599	PETTY CASH - JENNIFER KOCH	5 2017 1	ITEMS FOR BOOK CLUB	05/30/2017	8.06	.00	
LIBRARY	690	SHERWIN WILLIAMS	17126	PAINT SUPPLIES AT DPL	04/28/2017	139.44	.00	
LIBRARY	690	SHERWIN WILLIAMS	21961	PAINT SUPPLIES AT DPL	05/14/2017	250.09	.00	
LIBRARY	690	SHERWIN WILLIAMS	24775	PAINT SUPPLIES AT DPL	05/22/2017	25.37	.00	
LIBRARY	763	THE LIBRARY STORE INC	263119	LASER BAR CODE LABELS/CODABAR	05/03/2017	190.93	.00	
LIBRARY	763	THE LIBRARY STORE INC	265589	CORK BASES	05/16/2017	82.36	.00	
LIBRARY	763	THE LIBRARY STORE INC	267179	WIRE BOOK SUPPORT	05/24/2017	43.20	.00	
LIBRARY	790	TRU GREEN	64921944	LANDSCAPE MAINT CONTRACT	05/24/2017	52.50	.00	
LIBRARY	912	QUALITY CLEANING SERVICE	5 2017 1	JANITORIAL SERVICES 05/05-05/25/17	05/25/2017	1,045.00	.00	
LIBRARY	912	QUALITY CLEANING SERVICE	5 2017 2	PRESSURE WASH CLEANING/SANITIZ	05/11/2017	620.00	.00	
LIBRARY	1090	MEREDITH BOOKS	5 2017 #1154	CHRISTMAS FROM THE HEART VOL	05/30/2017	33.91	.00	
LIBRARY	1247	SYNCB/AMAZON	053478330668	PRINTER CARTRIDGE/GOO GONE	04/10/2017	71.95	.00	
LIBRARY	1247	SYNCB/AMAZON	053478330668	DYMO LABEL MAKER/BARCODE SCA	04/10/2017	43.07	.00	
LIBRARY	1247	SYNCB/AMAZON	053478330668	YOUTH/ADULT PROGRAM ITEMS	04/10/2017	25.40	.00	
LIBRARY	1247	SYNCB/AMAZON	053478330668	STANDARD LABELS	04/10/2017	31.00	.00	
LIBRARY	1247	SYNCB/AMAZON	099619102121	BOOK STANDARD CATALOGING FOR	05/01/2017	43.99	.00	
LIBRARY	1247	SYNCB/AMAZON	219190858416	CRAFTS/SUPPLIES FOR YOUTH PRO	05/05/2017	32.80	.00	
LIBRARY	1247	SYNCB/AMAZON	233110667406	YOUTH/ADULT PROGRAM ITEMS	04/12/2017	6.19	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
LIBRARY	1247	SYNCB/AMAZON	233114157939	YOUTH/ADULT PROGRAM ITEMS	04/07/2017	155.27	.00	
LIBRARY	1247	SYNCB/AMAZON	279254644320	CRAFTS/SUPPLIES FOR YOUTH PRO	05/04/2017	6.36	.00	
LIBRARY	1247	SYNCB/AMAZON	282725779400	YOUTH/ADULT PROGRAM ITEMS	04/24/2017	119.96	.00	
LIBRARY	1270	SCHAEFER, KATHLEEN	5 2017	TRAVEL FEES TO/FROM ROCK FALLS	05/23/2017	16.68	.00	
LIBRARY	1535	BRAMMER, RICK	5 2017	2017 SUMMER READING PROGRAM	05/30/2017	125.00	.00	
LIBRARY	1545	DISCOVERY CENTER MUSEUM	5 2017 1	2017 SUMMER READING PROGRAM	05/30/2017	380.00	.00	
LIBRARY	1549	LAIB, DANIEL	5 2017	2017 SUMMER READING PROGRAM	05/30/2017	350.00	.00	
LIBRARY	1550	LISLE LIBRARY DISTRICT	5 2017	LOST BOOK REPLACEMENT - BLOOD	05/03/2017	13.00	.00	
LIBRARY	1551	NOYSZEWSKI, ANDREW	5 2017	2017 SUMMER READING PROGRAM	05/30/2017	350.00	.00	
Total LIBRARY:						16,043.25	.00	
AIRPORT	4	ACE HARDWARE	472047	AIRPORT WEED CONTROL	05/17/2017	205.15	.00	
AIRPORT	555	NICOR	5 2017 #0003	AIRPORT HANGAR #47628910003	05/15/2017	30.60	.00	
Total AIRPORT:						235.75	.00	
PUBLIC RELATIONS & MA	555	NICOR	5 2017 #6943	83 S PEORIA #09782366943	05/22/2017	53.16	.00	
PUBLIC RELATIONS & MA	675	SAUK VALLEY MEDIA	041710124255	NEIGHBORHOOD TOURIST	04/24/2017	499.00	.00	
PUBLIC RELATIONS & MA	1547	IL LINCOLN HIGHWAY COALITION	480	dues 2017	11/28/2016	260.00	.00	
Total PUBLIC RELATIONS & MARKETING:						812.16	.00	
Grand Totals:						368,534.35	.00	

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

DIXON HISTORIC PRESERVATION COMMISSION

CITY HALL
P. O. BOX 318
DIXON IL 61021
dhpc@discoverdixon.org

Minutes of the Commission meeting of April 14, 2017

1. **Call to order.** The meeting was called to order by John McLane in Council Chambers at 9a.
2. **Roll call.** Commissioners present were James Higby, Dr. Carol Krueger, Greg Langan, John McLane, and Duane Paulsen. **A quorum was declared.** Also present were Rachel Drew and Aim Yindeeroop.
3. **Approval of minutes.** Minutes of the meeting of September 30, 2016 have been distributed electronically, and printed copies have been distributed to all persons present at today's meeting. **Greg Langan moved, and Duane Paulsen seconded, that the minutes be approved as printed and read. Voting Aye: Krueger, Langan, McLane, Paulsen, and Higby. Voting Nay: None. Motion carried.**
4. **Notices and communications.** The agenda packet included the following:
 - an updated inventory of bronze plaques that have been installed and plaques yet to be delivered to building owners; **John McLane indicated that two more plaques had been delivered to property owners since the update. A corrected copy of the latest update will be sent to Mayor Arellano, per his request.**
 - a current roster of Commission members; the term of Greg Langan will expire on June 30, 2017; **Greg will need to notify the Secretary of his decision to leave or stay on the Commission so that City Council can take appropriate action before the June 30 expiration**
 - an 8 1/2 x 11 copy of the Town Square Block historical map created in 2015
 -
5. **Public comment.** There were no comments by the public.
6. **Old business.** There was no old business.
7. **New business.**
 - a. The floor was turned over to Rachel Drew and Aim Yindeeroop, representing a new business named **Somkit**, a Thai and sushi restaurant, for their presentation of a plan to modify the façade of the building at 214 West First Street (the former Snow White Bakery). There is currently an aluminum awning frame, still in good condition and wrapping around the front and part of the alley side of the building. Rachel and Aim propose to put up a new awning made of solution-dyed acrylic material which will feature, on the street side, a hand-painted logo. After a question-and-answer period **Greg Langan moved, and Dr. Krueger seconded, that the Commission approve the proposal. Voting Aye: Langan, McLane, Paulsen, Higby, and Krueger. Voting Nay: None. Motion carried.** Commissioners expressed their thanks to Rachel and Aim for their presentation and wished them well in their new business venture. A copy of their awning diagram is attached to these minutes.
 - b. James Higby expressed his continuing interest in doing something with the Town Square Block historic map created two years ago. There is interest on the Commission in pursuing that objective. At this time it is not known how much it would cost to create and install such signage near the Town Square Block, nor who might pay for the project. **John McLane will contact John Morley Sign Co. to get an update, if not a firm bid, on the cost to complete the job and subsequently make inquiries as to how the project might be financed.**

c. In other new business Greg Langan spoke of the deteriorated condition of several components of the Reagan Peace Park at the northwest corner of Galena Avenue and Second Street, to wit:

i. The murals, which were created in the late 1990s, have developed areas where the paint has failed, leaving blank white areas. As this deterioration progresses, the murals will become both unsightly and meaningless in the context of the messages they are intended to convey.

ii. The concrete in front of the Wings of Peace has deteriorated to the point of needing replacement.

iii. One section of the curved retaining wall is leaning northward, resulting in a safety hazard. James Higby noted that he has twice photographed this particular damage and reported it to City Hall. Likewise he noted that he had photographed and reported the heaving of sidewalk directly across the street to the west, creating another safety hazard for those rounding the corner as they return to their cars from events at the Dixon Historic Theatre.

John McLane will take a series of photographs of these areas and contact Mayor Arellano with our concerns.

iv. **Our next meeting will be held in Council Chambers at 9a on Friday, April 28, 2017.**

8. Adjournment. James Higby moved, and Duane Paulsen seconded, that the meeting be adjourned. Voting Aye: McLane, Paulsen, Higby, Krueger, and Langan. Voting Nay: None. Motion carried, and the meeting was adjourned at 952a.

Respectfully submitted by James Higby, Secretary
Dixon Historic Preservation Commission

Minutes of the April 26th, 2017 Veteran's Memorial park committee.

Present: Dave Neel Gary DeBord Rich Sanders Mike Cecchetti
 Keane Hudson Charlie Thomas Randy Hardin Mike McCarty
 Tom Bushman Al Wikoff Mike Mills Bill Bushman

The meeting opened at 6:33 with the pledge of allegiance.

Public Comment: none

Minutes of the previous meeting were read. A motion to accept the minutes was made by Rich S. and seconded by Tom B. Passed by voice vote.

Treasurer's report was presented and discussed. Note on the Sabre jet donations on the report. A motion to accept the report was made by Tom B. and passed by voice vote.

Introduction of Mike McCarty as a potential committee member. Sponsored by Tom B. Mike expressed his desire to work on the park and would be honored to join the committee. A motion to add Mike McCarty as a committee member was made by Al W. seconded by Tom B. and passed by voice vote.

HQ: Tom B. thanks to Al for putting new batteries in the watches for sale. Prices lowered. Mike C. Sold one. Inventory not finished, Microsoft office expired, tom is working on getting it restored.

Artifacts: Al W. nothing at this time.

Grounds: Mike C. lights have been put in, mowing started. Charlie T. asked how much more fill dirt we need. Response was all we can get. He will start looking for it.

Legacy Stones: Rich S. 12 stones for June ceremony. 1 more turned in now 13. Cut off is 4/28. Stones will be in the first week of June. Looking at June 7th for arrival.

Old Business

Al W. the F-86 is off the table. Air Force wanted it moved immediately and we are unable to do so. He and Keane did acquire the knowledge to take it apart.

Legacy atone walkway repairs. Keane H. will contact Scott. Dave N. curbing guy came in and took a look. He can come and give us an idea but would cost about \$8 a foot. He has a machine that lays a continuous pour. James Bulfer is the guy. Dave will try and get him and Scott here at a meeting.

Duty Roster for the month of May. Keane H. Mike M. will fill for Terry's spot.

Cookout, Dave L. may 20th Need a food license? Keane will call.

Commissioners comments

Challenge coins, Al W. Phone call from Rich the guy that made them (the die) will have to remake it the old having been destroyed. There will be a charge to remake. We have about 40 on hand, minimum order is 50. We can wait to to order.

Wanda McFarland and 1 other want to buy benches. Possible price? Rich will check our records for what we charged before. Possible locations also discussed.

VFW Tom B. Queen of hearts is going on.

Stone Ceremony, for June, Lee County honor guard not available. We can just go without.

Charlie T. pat Gorman is working on a civil war veteran plaque.

Motion to adjourn was made by Tom B. seconded by Mike C. and passed by voice vote at 7:45 pm.

Next meeting May 24th, 2017 at 6:30 Pm at the HQ.

Submitted by Randy Hardin

DIXON CITY PLAN COMMISSION
COUNCIL CHAMBERS – CITY HALL
MAY 25, 2017 – 6:00 P.M.

The Dixon Plan Commission met on May 25, 2017 at 6:00 p.m. in the Council Chambers of City Hall, 121 West Second Street.

Chairperson Whaley called the meeting to order with the following members present: Aurand, Corken, Lawton, Shaw, Yount and Chairperson Whaley. Absent: Schuler, Scriven, Seagren and Weitzel.

Motion was made and seconded to approve the minutes of the June 23, 2016 meeting.

PETITION FOR REZONE
413 WEST EVERETT STREET
REZONE FROM B-1 TO B-2
PETITIONER: RUSSELL E. CHILDERS

Thomas Murray was present to represent the petitioner. He explained the petition is for a rezone that would allow for a billboard sign on the small vacant lot that at one time was a railroad. He stated the lot is not big enough to build on and is suitable for the billboard sign. He said the sign has space for 22 different ads, 1 of which could be for government use, each ad would run for 15 seconds. He commented that the sign will not blink or flash, just slides from ad to ad. He said the sign is 13.1 feet wide by 7.6 feet high and will be 6 feet off the ground on a concrete pad. He said the property is hilly and not conducive.

Whaley reminded that the petition is for a rezone from B-1 to B-2. Paul Shiaras commented the zoning change would allow for any use that is permitted in the B-2 zoning now and in the future. He said a billboard is a permitted use in a B-2 zoning. Shiaras also stated that any permitted use in the B-2 zoning could go in there if they can make the size work.

Aurand asked if someone were to buy the lot behind this lot, which is zoned residential, could it be rezoned to B-2. Shiaras said it would remain residential unless a request was made for a change and it would come to the Plan Commission for approval.

Shaw expressed concerns of the high school traffic and whether the sign will be distracting to young drivers.

Corken said she has driven past the lot a few times and also talked to teachers about whether they felt it would be distracting. Comments were the sign would be no more distracting than alcohol, cell phones, friends in the car or music. Corken said the police department had no issues with the sign either. Corken also commented that there are other digital signs in town.

Shaw commented the location is not a good choice and the sign would be better if it were outside of the city.

Lawton also felt it will be distracting to traffic and not a good location.

Marcy Sanford, 407 Upham Place, said her backyard will face the sign and is concerned about the lights shining in her windows and preventing sleep. She asked if it shuts off at night. She presented a neighborhood petition from others that are opposed to the sign as well. Gerald Coplien, business owner of sign, stated there are no plans of the sign being turned off and doesn't feel it will shine on her house, he said he pays special attention to the installation and if it shines in houses. He also said the sign has a dimmer option and at night it will decrease to 3%.

Whaley again reminded the petition is for a zoning change and it might set a precedence for more billboards in the city if approved.

Shaw stated that if we approve the change we are endorsing the billboard.

Similar discussion followed and a motion was called.

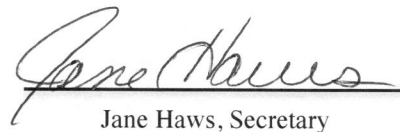
A motion was made by Aurand and seconded by Corken to approve the petition for rezone of the property located at 413 West Everett Street, Dixon, Illinois from B-1, Limited Neighborhood Business, to B-2, General Business. Petitioner: Russell E. Childers. Voting Yea: Corken. Voting Nay: Lawton, Shaw, Yount, Aurand and Chairperson Whaley. Motion lost: 1-5.

NEW BUSINESS

Meeting schedule for May 2017 – April 2018 was approved by all.

Josie Whaley was nominated for chairperson for another year, all approved.

Meeting adjourned at 6:40 pm.



Jane Haws, Secretary



COUNCIL ACTION FORM

Date: June 5, 2017

Presented By: Whelan

Subject: Ordinance for Disposal of Property- Police Squads Agenda Item: 12-A

Description:

The Department has two (2) retired squad cars that they would like to sell at internet auction. The squads are as follows:

2007 Dodge Durango with VIN of 1D8HB48247F585233. Estimated value of \$4,000

2010 Dodge Charger with VIN of 2B3AA4CT6AH288572. Estimated Value of \$5,000

Staff recommends that the Department elicit the assistance of Obenauf Auction Service to sell the vehicles via internet auction.

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 the disposal and sale of two police vehicles via internet auction.

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO _____

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilman Marx	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF DIXON

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY
OWNED BY THE CITY OF DIXON (SQUAD CARS)**

ADOPTED BY THE

COUNCIL

OF THE

CITY OF DIXON

THIS 15th DAY OF MAY, 2017

Published in pamphlet form by authority of the Council of the City of Dixon, this ____ day of _____, 2017.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY
OWNED BY THE CITY OF DIXON (SQUAD CARS)**

WHEREAS, the City of Dixon, Illinois (the “City”) owns and has utilized previously the following described personal property (the “Property”):

2007 Dodge Durango with Vehicle Identification Number of 1D8HB48247F585233
(\$4,000)

2010 Dodge Charger with Vehicle Identification Number of 2B3AA4CT6AH288572
(\$5,000)

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-76-4, the City may sell personal property it owns which is no longer necessary or useful to it upon the passage of an ordinance authorizing the sale approved by a majority of the corporate authorities then holding office; and

WHEREAS, the City Council has reviewed the needs of the City with reference to the Property and has made a careful study of said needs; and

WHEREAS, it is the opinion of the City Council that the Property is no longer necessary or useful to or for the best interests of the City; and

WHEREAS, City Staff has established prices for the Property through research of online websites; and

WHEREAS, the City Council authorizes the City Manager to sell the Property at the prices specified through sale to the highest price of any bid received through a vehicle online auction service and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dixon, Illinois as follows:

SECTION 1: The forgoing recitals are incorporated herein as findings of the City Council by the City of Dixon.

SECTION 2: Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the City Council finds that the sale of the Property described above, and now owned by the City, is no longer necessary or useful to the City and that the best interests of the City will be served by its sale.

SECTION 3: Pursuant to said Section 11-76-4, the City Manager be and he is hereby authorized and directed to sell or dispose of the Property at the prices specified through sale to the highest price of any bid received through a vehicle online auction service.

SECTION 4: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 5: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 6: The City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Passed by the Mayor and the City Council of the City of Dixon on the 6th day of February, 2017.

MAYOR

ATTEST:

City Clerk



COUNCIL ACTION FORM

Date: June 5, 2017

Presented By: O'Donnell

Subject: Disposal of Property-Cell Phone Agenda Item: 12-B

Description:

Disposal of 1 Apple iPhone 5S. Staff has researched trade in value for the phone from various web sites. That value is \$80. This phone belongs to a retiring police officer and he will be purchasing the phone at the trade in value price.

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 Ordinance Authorizing Sale of Certain Personal Property (Cell Phones).

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO approve an Ordinance Authorizing Sale of Certain Personal Property (Cell Phones).

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilman Marx	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF DIXON

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY
OWNED BY THE CITY OF DIXON (Cell Phone)**

ADOPTED BY THE

COUNCIL

OF THE

CITY OF DIXON

THIS 5th DAY OF JUNE, 2017

Published in pamphlet form by authority of the Council of the City of Dixon, this ____ day of _____, 2017.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY
OWNED BY THE CITY OF DIXON (Cell Phone)**

WHEREAS, the City of Dixon, Illinois (the “City”) owns and has utilized previously the following described personal property (the “Property”):

iPhone 5s, 16 GB Serial #3588130550463724 \$80.00

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-76-4, the City may sell personal property it owns which is no longer necessary or useful to it upon the passage of an ordinance authorizing the sale approved by a majority of the corporate authorities then holding office; and

WHEREAS, the City Council has reviewed the needs of the City with reference to the Property and has made a careful study of said needs; and

WHEREAS, it is the opinion of the City Council that the Property is no longer necessary or useful to or for the best interests of the City; and

WHEREAS, the City Council authorizes the City Manager to sell the Property at the prices specified through internal sale to city employees, first come first served, and through sale to the highest price of any cell phone buyback companies; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dixon, Illinois as follows:

SECTION 1: The forgoing recitals are incorporated herein as findings of the City Council by the City of Dixon.

SECTION 2: Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the City Council finds that the sale of the Property described above, and now owned by the City, is no longer necessary or useful to the City and that the best interests of the City will be served by its sale.

SECTION 3: Pursuant to said Section 11-76-4, the City Manager be and he is hereby authorized and directed to sell or dispose of the Property at the prices specified through internal sale to city employees, first come first served, and through sale to the highest price of any computer buyback company.

SECTION 4: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 5: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 6: The City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Passed by the Mayor and the City Council of the City of Dixon on the 5th day of June, 2017.

MAYOR

ATTEST:

City Clerk



COUNCIL ACTION FORM

Date: June 5, 2017

Presented By: O'Donnell

Subject: Chronic Nuisance Ordinance Agenda Item: 12-C

Description:

It was brought to Staff's attention that our chronic nuisance ordinance may not comply with Federal Statute prohibiting such ordinances from applying to cases of domestic disputes. The ordinance is intended to hold property owners accountable for repeated police calls relating to certain unlawful activities. The Police Department has used this ordinance in the past to force landlords to remove tenants involved in illegal drug activities. The revised ordinance continues to allow these applications while prohibiting application for repeated domestic violence calls.

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 an ORDINANCE AMENDING THE DIXON CITY CODE
TITLE IV, CHAPTER 7, SECTION 4-7-6 (CHRONIC NUISANCE ORDINANCE)

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO approve an ORDINANCE AMENDING THE DIXON CITY CODE TITLE IV, CHAPTER 7, SECTION 4-7-6
(CHRONIC NUISANCE ORDINANCE)

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilman Marx	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF DIXON

ORDINANCE NO. _____

**ORDINANCE AMENDING THE DIXON CITY CODE
TITLE IV, CHAPTER 7, SECTION 4-7-6
(CHRONIC NUISANCE ORDINANCE)**

ADOPTED BY THE

COUNCIL

OF THE

CITY OF DIXON

THIS ____ DAY OF _____, 2017

Published in pamphlet form by authority of the Council of the City of Dixon, this ____
day of _____, 2017.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE DIXON CITY CODE
TITLE IV, CHAPTER 7, SECTION 4-7-6
(CHRONIC NUISANCE ORDINANCE)**

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

SECTION 1: That Title IV, Chapter 7, Section 4-7-6 of the Dixon City Code, 1963, as amended, is hereby further amended by adding a new subsection (G) to read as follows:

“(G) Exceptions:

This section not apply to the following situations, and the same shall not constitute Chronic Nuisance Property hereunder, all as more fully described and defined in 65 ILCS 5/1-2-1.5:

1. contact made to police or other emergency services, if (a) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (b) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, or on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual’s disability;
2. an incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
3. criminal activity or a local ordinance violation occurring in the dwelling unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant’s household, guest, or other party, and against a tenant, household member, guest, or other party.”

SECTION 2: That in all other respects Title IV, Chapter 7, Section 4-7-6 shall remain in full force and effect.

SECTION 3: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 4: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 5: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law.

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

_____, 2017.

ATTEST:

City Clerk

Mayor



COUNCIL ACTION FORM

Date: June 5, 2017

Presented By: O'Donnell

Subject: Ordinance to Vacate Property

Agenda Item: 12-D

Description:

Staff was contacted by a property owner adjacent to an unimproved alley. The owner desired to acquire the portion of the alley next to their property. In accordance with our code and policies, staff contacted all property owners adjacent to the alley and offered each owner 1/2 of alley adjacent to their property. The alley would be vacated to the owners for financial consideration of \$0.30 per square foot. Of the three adjacent property owners only Mr. Stanley Hoffman (1102 Chicago Ave) and Gary Howell (1016 Chicago Ave) expressed interest in acquiring their portion of the alley.

Mr. Hoffman will only be acquiring the first 200 feet of his half of the alley. His total square footage is 5,200 with financial consideration of \$1,560.

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 an ORDINANCE VACATING A PORTION OF THE PUBLIC ALLEY PURSUANT TO THE REQUEST OF STANLEY H. HOFFMAN

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO approve an ORDINANCE VACATING A PORTION OF THE PUBLIC ALLEY PURSUANT TO
THE REQUEST OF STANLEY H. HOFFMAN

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilman Marx	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF DIXON

ORDINANCE NO. _____

**ORDINANCE VACATING A PORTION OF THE PUBLIC ALLEY
PURSUANT TO THE REQUEST OF STANLEY H. HOFFMAN**

ADOPTED BY THE

COUNCIL

OF THE

CITY OF DIXON

THIS ____ DAY OF JUNE, 2017

Published in pamphlet form by authority of the Council of the City of Dixon, this ____ day
of June, 2017.

ORDINANCE NO. _____

**ORDINANCE VACATING A PORTION OF THE PUBLIC ALLEY
PURSUANT TO THE REQUEST OF STANLEY H. HOFFMAN**

WHEREAS, the Mayor and the City Council of the City of Dixon, after due investigation and consideration, have determined that a portion of the undeveloped public alley described below is no longer needed by the general public and is no longer required for public use, and the public interest will best be served by vacating said portion of public alley; and

WHEREAS, in the opinion of the Mayor and the City Council that the undertakings of Petitioner Stanley H. Hoffman set forth in this Ordinance constitute adequate compensation for the vacation of said portion of public alley in the City of Dixon, and hereinafter described; and

WHEREAS, it is appropriate that title to the area hereinafter described should be transferred to Petitioner Stanley H. Hoffman to relieve the public from the further burden and responsibility of maintaining said portion of the public alley; and

WHEREAS, Petitioner Stanley H. Hoffman is the current owner of real estate located immediately adjacent to the vacated portion of the public alley.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Dixon, Illinois:

SECTION 1: The City hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

SECTION 2: Pursuant to 65 ILCS 5/11-91-1, it is determined that the public interest will best be served by vacating the following described real property:

The easterly one-half (1/2) of the undeveloped public alley that lies immediately adjacent to westerly lot line of the real estate more particularly described as follows:

A part of the Southeast Quarter of Section 4, Township 21 North, Range 9 East of the 4th Principal Meridian, situated in Lee County, Illinois, bounded and described as follows, to wit: Commencing at the Southeast corner of Fargo Addition in said Section 4; then northerly on the east line of said Fargo Addition 392.2 feet; thence Southeasterly parallel with the centerline of Route 52, 296 feet; thence Southwesterly perpendicular to the last described course 250 feet; thence northwesterly parallel with the said centerline 75 feet; thence southwesterly perpendicular to the last described course 74.15 feet to the said point of beginning, EXCEPTING THEREFROM part of the Southeast Quarter (SE ¼) of Section Four (4),

Township Twenty-one (21) North, Range Nine (9) East of the Fourth (4th) Principal Meridian, Lee County, Illinois, described as follows, to-wit: Commencing at a point on the centerline of Chicago Avenue (U.S. Rte. 52), said point deeded as being 221.00 feet Southeast of the intersection of said centerline with the West line of said Southeast Quarter (SE ¼) of Section Four (4); thence Southeasterly along said centerline, a distance of 75.00 feet to the Point of beginning; thence Southwesterly, perpendicular to the last described course, a distance of 250.00 feet; thence Northwesterly perpendicular to the last described course, a distance of 74.38 feet; thence Southwesterly, at an angle of 89 degrees 43 minutes 17 seconds as measured clockwise from the last described course, a distance of 74.20 feet to the Southeast corner of Fargo Addition to the City of Dixon; thence Northerly along the East line of said Fargo Addition, said line also being the West line of the Southeast Quarter (SE ¼) of said Section Four (4), at an angle of 34 degrees 07 minutes 17 seconds as measured counterclockwise from the last described course, a distance of 30.00 feet; thence Northeasterly at an angle of 128 degrees 42 minutes 10 seconds as measured counterclockwise from the last described course, a distance of 190.01 feet; thence Northeasterly at an angle of 195 degrees 47 minutes 47 seconds as measured counterclockwise from the last described course, a distance of 117.67 feet to the centerline of said Chicago Avenue; thence Southeasterly along said centerline, at an angle of 91 degrees 06 minutes 02 seconds as measured counterclockwise from the last described course, a distance of 33.48 feet to the Point of beginning,

reserving therefrom a permanent, nonexclusive easement to the City of Dixon, and to those public utility companies operating under franchise from the City of Dixon and to their successors and assigns upon, across, over, under, and through the property described in this Section 2 for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining electrical, gas, telephone or other utility lines or appurtenances, sanitary sewers, storm sewers, water means, and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes and, without limitation, such other installations as may be required to furnish public utility service and such appurtenances in addition thereto as the City of Dixon and said utility companies may deem necessary, together with the right of access across the property described above for the necessary workers and equipment to do any or all of the above work. No permanent buildings shall be placed on the property described in this Section 1, but said property may be used for gardens, shrubs, landscaping, driveway and parking and other purposes that do not then or later interfere with the aforesaid uses and rights of the City of Dixon and said utility companies and provided the same are otherwise in compliance with the codes and ordinances of the City of Dixon. In the event the City of Dixon or any public utility deems it necessary to dig up, cut, or otherwise interfere with any hard surface, driveway or parking lot placed upon the property described in this Section 2, it shall be the duty and responsibility of the owners of said property to repair and replace said surface at the owner's sole cost and expense.

SECTION 3: The permanent real estate index number of the parcel of property acquiring

title to vacated property is 08-04-452-003 (also known as 1102 Chicago Ave., Dixon, Illinois).

SECTION 4: The nature and extent of the public uses and public interest to be served as such as to warrant the vacation of the above-described portions of a public alley in the City of Dixon, and the relief to the public from further burden and responsibility of maintaining such portion constitutes a public use or public interest authorizing the vacation.

SECTION 5: Upon payment of any consideration required by the City and filing of this Ordinance with the Recorder of Deeds, Lee County, Illinois, Petitioner Stanley H. Hoffman be declared the fee owner of the vacated portions of the undeveloped alley as above described.

SECTION 6: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 7: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 8: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 9: This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law.

SECTION 10: The City Clerk is hereby directed to certify a copy of this Ordinance and record said Ordinance with the Recorder of Deeds, Lee County, Illinois, forthwith, and all costs herein shall be paid by the Petitioner.

Passed by the Mayor and the City Council of the City of Dixon on the _____ day of June, 2017.

Mayor

ATTEST:

City Clerk





COUNCIL ACTION FORM

Date: June 5, 2017

Presented By: O'Donnell

Subject: Vacating Property Agenda Item: 12-E

Description:

Staff was contacted by a property owner adjacent to an unimproved alley. The owner desired to acquire the portion of the alley next to their property. In accordance with our code and policies, staff contacted all property owners adjacent to the alley and offered each owner 1/2 of alley adjacent to their property. The alley would be vacated to the owners for financial consideration of \$0.30 per square foot. Of the three adjacent property owners only Mr. Stanley Hoffman (1102 Chicago Ave) and Gary Howell (1016 Chicago Ave) expressed interest in acquiring their portion of the alley.

Mr. Howell will be acquiring the 235 feet of his half of the alley. His total square footage is 5,640 with financial consideration of \$1,692.

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 an ORDINANCE VACATING A PORTION OF THE PUBLIC ALLEY PURSUANT TO THE REQUEST OF GARY M. HOWELL

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

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MOTION BY: _____ SECONDED BY: _____

TO approve an ORDINANCE VACATING A PORTION OF THE PUBLIC ALLEY PURSUANT TO THE
REQUEST OF GARY M. HOWELL

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilman Marx	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF DIXON

ORDINANCE NO. _____

**ORDINANCE VACATING A PORTION OF THE PUBLIC ALLEY
PURSUANT TO THE REQUEST OF GARY M. HOWELL**

ADOPTED BY THE

COUNCIL

OF THE

CITY OF DIXON

THIS ____ DAY OF JUNE, 2017

Published in pamphlet form by authority of the Council of the City of Dixon, this ____ day
of June, 2017.

ORDINANCE NO. _____

**ORDINANCE VACATING A PORTION OF THE PUBLIC ALLEY
PURSUANT TO THE REQUEST OF GARY M. HOWELL**

WHEREAS, the Mayor and the City Council of the City of Dixon, after due investigation and consideration, have determined that a portion of the undeveloped public alley described below is no longer needed by the general public and is no longer required for public use, and the public interest will best be served by vacating said portion of public alley; and

WHEREAS, in the opinion of the Mayor and the City Council that the undertakings of Petitioner Gary M. Howell set forth in this Ordinance constitute adequate compensation for the vacation of said portion of public alley in the City of Dixon, and hereinafter described; and

WHEREAS, it is appropriate that title to the area hereinafter described should be transferred to Petitioner Gary M. Howell to relieve the public from the further burden and responsibility of maintaining said portion of the public alley; and

WHEREAS, Petitioner Gary M. Howell is the current owner of real estate located immediately adjacent to the vacated portion of the public alley.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Dixon, Illinois:

SECTION 1: The City hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

SECTION 2: Pursuant to 65 ILCS 5/11-91-1, it is determined that the public interest will best be served by vacating the following described real property:

The westerly one-half (1/2) of the undeveloped public alley that lies immediately adjacent to the easterly lot lines of lots one (1), eight (8) and nine (9) in Fargo Addition to the City of Dixon, situated in the County of Lee and State of Illinois,

reserving therefrom a permanent, nonexclusive easement to the City of Dixon, and to those public utility companies operating under franchise from the City of Dixon and to their successors and assigns upon, across, over, under, and through the property described in this Section 2 for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining electrical, gas, telephone or other utility lines or appurtenances, sanitary sewers, storm sewers, water means, and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes and, without limitation, such other installations as may be required to furnish public utility service and such appurtenances in addition thereto as the City of Dixon and said utility companies may deem necessary, together

with the right of access across the property described above for the necessary workers and equipment to do any or all of the above work. No permanent buildings shall be placed on the property described in this Section 1, but said property may be used for gardens, shrubs, landscaping, driveway and parking and other purposes that do not then or later interfere with the aforesaid uses and rights of the City of Dixon and said utility companies and provided the same are otherwise in compliance with the codes and ordinances of the City of Dixon. In the event the City of Dixon or any public utility deems it necessary to dig up, cut, or otherwise interfere with any hard surface, driveway or parking lot placed upon the property described in this Section 2, it shall be the duty and responsibility of the owners of said property to repair and replace said surface at the owner's sole cost and expense.

SECTION 3: The permanent real estate index number of the parcel of property acquiring title to vacated property is 08-04-331-021 (also known as 1016 Chicago Ave., Dixon, Illinois).

SECTION 4: The nature and extent of the public uses and public interest to be served as such as to warrant the vacation of the above-described portions of a public alley in the City of Dixon, and the relief to the public from further burden and responsibility of maintaining such portion constitutes a public use or public interest authorizing the vacation.

SECTION 5: Upon payment of any consideration required by the City and filing of this Ordinance with the Recorder of Deeds, Lee County, Illinois, Petitioner Gary M. Howell be declared the fee owner of the vacated portions of the undeveloped alley as above described.

SECTION 6: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 7: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 8: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 9: This Ordinance shall be in full force and effect from and after its passage and approval, and publication as required by law.

SECTION 10: The City Clerk is hereby directed to certify a copy of this Ordinance and record said Ordinance with the Recorder of Deeds, Lee County, Illinois, forthwith, and all costs herein shall be paid by the Petitioner.

Passed by the Mayor and the City Council of the City of Dixon on the _____ day of June, 2017.

Mayor

ATTEST:

City Clerk





COUNCIL ACTION FORM

Date: June 5, 2017

Presented By: O'Donnell

Subject: Prevailing Wage Ordinance Agenda Item: 12-F

Description:

Each year we must adopt an ordinance setting the prevailing wage for certain positions. The wages are determined by the State of Illinois. This action is required by State Statute.

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 AN ORDINANCE ESTABLISHING PREVAILING WAGES FOR THE CITY OF DIXON, LEE COUNTY, ILLINOIS EFFECTIVE JULY 1, 2017

Required Action

ORDINANCE ☒ RESOLUTION ☐ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO approve AN ORDINANCE ESTABLISHING PREVAILING WAGES FOR THE CITY OF
DIXON, LEE COUNTY, ILLINOIS EFFECTIVE JULY 1, 2017

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilman Marx	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF DIXON

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING PREVAILING WAGES
FOR THE CITY OF DIXON, LEE COUNTY, ILLINOIS
EFFECTIVE JULY 1, 2017

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF DIXON

THIS ____ DAY OF _____, 2017

Published in pamphlet form by authority of the City Council of the City of
Dixon, Lee County, this ____ day of _____, 2017.

ORDINANCE NO. _____

ORDINANCE ESTABLISHING PREVAILING WAGES

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Ill. Rev. Stat., Ch. 48, par. 39s-1 et seq.; and

WHEREAS, the aforesaid Act requires that the City Council of the City of Dixon investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Lee County employed in performing construction of public works, for said City of Dixon.

NOW, THEREFORE, BE IT ORDAINED BY the Council of the City of Dixon:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City of Dixon is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Lee County area as determined by the Department of Labor of the State of Illinois as of June 2017, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the City of Dixon. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the City of Dixon to the extent required by the aforesaid Act.

SECTION 3: The City of Dixon City Clerk shall publicly post or keep available for inspection by any interested party in the main office of the City of Dixon this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The City of Dixon City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The City of Dixon City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The City of Dixon City Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

Passed by the Mayor and the City Council of the City of Dixon this ____ day of _____, 2017.

Liandro Arellano, Jr., Mayor

ATTEST:

Becky Fredericks, City Clerk

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

LEE COUNTY
PREVAILING WAGE
RATES EFFECTIVE JUNE
5, 2017

TradeTitle	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	BLD		40.03	40.78	1.5	1.5	2.0	8.42	16.55	0.00	0.80
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		38.00	41.00	2.0	2.0	2.0	7.07	15.99	0.00	0.40
BRICK MASON	All	BLD		39.42	42.17	1.5	1.5	2.0	10.10	12.02	0.00	0.89
CARPENTER	All	BLD		40.10	44.51	1.5	1.5	2.0	10.36	15.55	0.00	0.60
CARPENTER	All	HWY		39.83	40.68	1.5	1.5	2.0	11.50	15.05	0.00	0.49
CEMENT MASON	All	All		34.55	37.30	1.5	1.5	2.0	9.40	17.26	0.00	0.50
CERAMIC TILE FNSHER COMMUNICATION	All	BLD		33.88	33.88	1.5	1.5	2.0	9.40	5.86	0.00	0.75
TECH	All	BLD		38.50	42.35	1.5	1.5	2.0	11.34	13.54	0.00	0.77
ELECTRIC PWR EQMT OP	All	All		37.89	51.48	1.5	1.5	2.0	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71
ELECTRIC PWR GRNDMAN	All	All		29.30	51.48	1.5	1.5	2.0	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58
ELECTRIC PWR LINEMAN	All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45

ELECTRIC PWR LINEMAN	All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85
ELECTRIC PWR TRK DRV	All	All		30.34	51.48	1.5	1.5	2.0	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	All	HWY		31.40	53.29	1.5	1.5	2.0	5.00	9.73	0.00	0.31
ELECTRICIAN ELEVATOR	All	BLD		45.00	49.50	1.5	1.5	2.0	11.34	18.23	0.00	0.90
CONSTRUCTOR	All	BLD		46.83	52.68	2.0	2.0	2.0	13.57	14.51	3.77	0.60
GLAZIER	All	BLD		38.53	40.53	1.5	1.5	1.5	10.30	8.20	0.00	1.25
HT/FROST INSULATOR	All	BLD		49.95	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72
IRON WORKER	N	All		36.29	38.10	2.0	2.0	2.0	11.94	23.69	0.00	0.60
IRON WORKER	S	All		41.00	42.00	2.0	2.0	2.0	10.54	21.74	0.00	0.85
LABORER	All	BLD		32.33	33.33	1.5	1.5	2.0	8.42	16.55	0.00	0.80
LABORER	All	HWY		37.33	38.33	1.5	1.5	2.0	8.42	16.55	0.00	0.80
LABORER, SKILLED	All	HWY		40.03	40.78	1.5	1.5	2.0	8.42	16.55	0.00	0.80
LATHER	All	BLD		33.34	37.01	1.5	1.5	2.0	9.68	15.25	0.00	0.60
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	BLD		33.88		1.5	1.5	2.0	9.40	5.86	0.00	0.75
MARBLE MASON	All	BLD		36.71	36.96	1.5	1.5	2.0	9.40	8.02	0.00	0.80
MATERIAL TESTER I	All	All		33.56	0.00	1.5	1.5	2.0	8.24	16.39	0.00	0.80
MATERIALS TESTER II	All	All		33.56	0.00	1.5	1.5	2.0	8.24	16.39	0.00	0.80
MILLWRIGHT	All	BLD		37.72	41.49	1.5	1.5	2.0	10.12	15.25	0.00	0.60
OPERATING ENGINEER	All	BLD	1	44.80	48.80	1.5	1.5	2.0	18.05	12.70	2.35	1.30
OPERATING ENGINEER	All	BLD	2	44.10	48.80	1.5	1.5	2.0	18.05	12.70	2.35	1.30
OPERATING ENGINEER	All	BLD	3	41.65	48.80	1.5	1.5	2.0	18.05	12.70	2.35	1.30
OPERATING ENGINEER	All	BLD	4	39.65	48.80	1.5	1.5	2.0	18.05	12.70	2.35	1.30
OPERATING ENGINEER	All	BLD	5	48.55	48.80	1.5	1.5	2.0	18.05	12.70	2.35	1.30
OPERATING ENGINEER	All	BLD	6	47.80	48.80	1.5	1.5	2.0	18.05	12.70	2.35	1.30
OPERATING ENGINEER	All	BLD	7	44.80	48.80	1.5	1.5	2.0	18.05	12.70	2.35	1.30
OPERATING ENGINEER	All	HWY	1	44.65	48.65	1.5	1.5	2.0	18.05	12.70	2.35	1.30
OPERATING ENGINEER	All	HWY	2	44.10	48.65	1.5	1.5	2.0	18.05	12.70	2.35	1.30

OPERATING ENGINEER	All	HWY	3	42.80	48.65	1.5	1.5	2.0	18.05	12.70	2.35	1.30
OPERATING ENGINEER	All	HWY	4	41.35	48.65	1.5	1.5	2.0	18.05	12.70	2.35	1.30
OPERATING ENGINEER	All	HWY	5	39.90	48.65	1.5	1.5	2.0	18.05	12.70	2.35	1.30
OPERATING ENGINEER	All	HWY	6	47.65	48.65	1.5	1.5	2.0	18.05	12.70	2.35	1.30
OPERATING ENGINEER	All	HWY	7	45.65	48.65	1.5	1.5	2.0	18.05	12.70	2.35	1.30
PAINTER	All	All		37.55	39.55	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PILEDRIIVER	All	BLD		35.21	39.08	1.5	1.5	2.0	10.36	15.55	0.00	0.60
PILEDRIIVER	All	HWY		40.83	41.68	1.5	1.5	2.0	11.50	15.05	0.00	0.49
PIPEFITTER	All	All		38.75	42.63	1.5	1.5	2.0	6.70	13.24	0.00	1.25
PLASTERER	All	BLD		35.33	38.86	1.5	1.5	2.0	9.85	14.34	0.00	0.50
PLUMBER	All	All		38.75	42.63	1.5	1.5	2.0	6.70	13.24	0.00	1.25
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		39.76	42.15	1.5	1.5	2.0	6.50	17.85	0.52	0.37
SPRINKLER FITTER	All	BLD		37.12	39.87	1.5	1.5	2.0	8.42	8.50	0.00	0.35
STONE MASON	All	BLD		39.42	42.17	1.5	1.5	2.0	10.10	12.02	0.00	0.89
TERRAZZO FINISHER	All	BLD		33.88		1.5	1.5	2.0	9.40	5.86	0.00	0.75
TERRAZZO MASON	All	BLD		36.71	36.71	1.5	1.5	2.0	9.40	8.02	0.00	0.80
TILE LAYER	All	BLD		33.34	37.01	1.5	1.5	2.0	9.68	15.25	0.00	0.60
TILE MASON	All	BLD		36.71	36.96	1.5	1.5	2.0	9.40	8.02	0.00	0.80
TRUCK DRIVER	All	O&C	1	28.02	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	2	28.43	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	3	28.62	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	4	28.88	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	5	29.64	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	E	All	1	35.98	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	E	All	2	36.13	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	E	All	3	36.33	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	E	All	4	36.53	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	1	35.02	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	W	All	2	35.54	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	W	All	3	35.77	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25

TRUCK DRIVER	W	All	4	36.10	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	W	All	5	37.05	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TUCKPOINTER	All	BLD		39.42	42.17	1.5	1.5	2.0	10.10	12.02	0.00	0.89

Explanations

LEE COUNTY

IRONWORKERS (SOUTH) - That part of the county South of Route 30.

TRUCK DRIVERS (EAST) - That part of the county East of U.S. 251 and North of Route 30.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please

check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cession workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators,

layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tender, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, hazardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork,

cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication

Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig;
Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump
Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump;
Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill -
Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform
Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine;
Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom,
All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over);
Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front
Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging
Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam
Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch
Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small
Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside
Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile
Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over
3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points;

Welding Machines (2 through 5); Winches, 4 Small Electric Drill

Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside;
Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt
Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder;
ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt
Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe
w/shear attachments; Combination Backhoe Front Endloader Machine, (1
cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker

(Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw (large self-propelled - excluding walk-behinds and hand-held); Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - WEST

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes.

Fork lifts over 6,000 lb. capacity, winch trucks, four axle

combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more.

Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors;

Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the

Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is

covered by the classifications of truck driver.



COUNCIL ACTION FORM

Date: June 5, 2017

Presented By: Water

Subject: S. Depot Avenue Water Main Replacement Agenda Item: 14-A

Description:

Fehr Graham is pleased to provide you with this proposal for civil engineering services for the City of Dixon Depot Avenue Water main Reconstruction Project. The scope of this proposal is for the section along Depot Avenue from the 7th Street intersection past the Union Pacific Railroad to the connection at the elevated storage tank.

New 12" Ductile Iron Water main (abandon existing water mains in place). Boring operations, complete with new casing pipe, will be required for the extension under the Union Pacific Railroad property. Work is expected to terminate at Nachusa Avenue & Broadway Street. The total length of new water main is estimated to be approximately 1,650 lineal feet.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: 32-170-6200 Title: Infrastructure

Amount Budgeted: 550,000

Actual Cost: 29,900

Under/Over: 520,100 remaining

Funding Sources:

Infrastructure

Departments:

Water

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

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Staff recommends award of this engineering contract to Fehr Graham in the amount of \$29,900 for the S. Depot Avenue water main replacement.

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☒ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO approve a contract with Fehr Graham Engineering in the amount of \$29,900 for services

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilman Marx	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



May 12, 2017

Mr. Cole S. O'Donnell
City Manager
City of Dixon
121 West 2nd Street
Dixon, IL 61021

**Re: Proposal for Professional Services
Dixon Depot Avenue Watermain Reconstruction Project**

Dear Mr. O'Donnell,

Fehr Graham is pleased to provide you with this proposal for civil engineering services for the City of Dixon Depot Avenue Watermain Reconstruction Project. The scope of this proposal is for the section along Depot Avenue from the 7th Street intersection past the Union Pacific Railroad to the connection at the elevated storage tank (see attached exhibit).

From our meeting with you and your staff last week, we understand the construction scope of this project will include the following:

- New 12" Ductile Iron Watermain (abandon existing watermain in place). Boring operations, complete with new casing pipe, will be required for the extension under the Union Pacific Railroad property. Work is expected to terminate at Nachusa Avenue & Broadway Street. The total length of new watermain is estimated to be approximately 1,650 lineal feet.
- New water services (SDR 9) connected to the new main. New shut-off box to be installed and connected to existing service at right-of-way.
- As this work will be done prior to the Depot Avenue reconstruction project, temporary pavement patching over the water trench will be completed.
- Installation of the new watermain and roadway repairs will be completed by City of Dixon Water Department Staff.

We will provide the City of Dixon with the following professional services:

Project Administration and Meetings

You can expect to be regularly informed of our efforts and progress on this project. Regular coordination with you and your representative(s) will be made a priority by our team. We will attend project coordination meetings with Staff and will attend Council meetings as requested to provide updates on the project.

Topographic Survey

A survey crew will be sent to complete a topographic survey of the areas of the proposed alignment of the watermain reconstruction. Our survey crew will do a full survey of the entire right-of-way and this information will be used by the design team working on the Depot Avenue Reconstruction Project. Field data will be used to prepare an electronic base map for use by the design professionals. Information obtained from the utility companies will be integrated into the electronic base map and ultimately shown on the design plans. Survey crews will search for monuments at property corners to verify the limits of the right-of-way. Right-of-way lines will be shown on the engineering plans from information gathered from the field and be supplemented with available information from the County GIS.

Final Design Plans

Final design plans, for the purposes of construction, will be completed. Horizontal and vertical alignments for the new watermain will be completed. Design information for temporary street repairs to Depot Avenue will be specified as well. The plans will be prepared such that all specifications are included. A separate specifications book will not be prepared.

The final plans will be completed in compliance with City of Dixon Local Requirements, the Railroad Authority, IEPA Standards, and the Standard Specifications for Water and Sewer Construction in Illinois (current). The plan set will include:

- Cover Sheet
- General Notes Sheet
- Summary of Quantities Sheet
- Typical Sections
- Traffic Control Plan
- Erosion & Sediment Control Plan
- Plan & Profile Sheets
- Cross Sections
- Construction Details/Highway Standards

Permitting

This work will require a permit from IEPA for construction and operation of the new watermain. Our staff will prepare all necessary permit applications and coordinate the execution of these forms with your office. Permit applications will be submitted to the IEPA along with the design plans for review and approval. We will also coordinate with the Railroad company and work to receive their approval of construction activities.

Fees

The contract agreement will be billed as a lump-sum contract and is estimated in the following schedule:

Professional Services

Project Administration & Meetings	\$ 3,000.00
Topographic Survey	\$ 7,500.00
Final Design Plans	\$13,400.00
Permitting (IEPA, NPDES, Railroad)	<u>\$ 6,000.00</u>

Total Professional Services, Lump Sum Amount \$29,900.00

Professional Services Not Included:

The following professional services are not included as part of this agreement:

- Bid Process - We understand that construction will be completed by City Staff.
- Geotechnical Engineering - Soil Borings & Sub-Surface Analysis
- Construction Management/Observation Services/Construction Staking
- Permit Fees
- Row Acquisition
- Traffic Studies
- Platting/Easements

At your request, we can provide you with an amended proposal adding any of these above-mentioned services.

Authorization

Thank you again for the opportunity to prepare this proposal for the City of Dixon. We look forward to the opportunity to work with you. If this proposal is acceptable to you, please sign the enclosed Agreement for Professional Services and return a copy to my attention. project

Respectfully submitted,



Jason T. Stoll, PE
Senior Project Manager



Noah J. Carmichael, PE
Principal

Enc: Agreement for Professional Services
Exhibit

N:\Proposals\2017\Jason Stoll\City of Dixon\JTS_2017_Dixon_WM_Depot_Ave_7thto9th_5-12-17.docx

AGREEMENT FOR PROFESSIONAL SERVICES

Client Mr. Cole O'Donnell
City Manager
City of Dixon
121 West 2nd Street
Dixon, IL 61021-1699

815.288.1485

Description of Services:

City of Dixon - Depot Ave Watermain Reconstruction Project

Fehr Graham will provide professional engineering services for the City of Dixon Depot Avenue Watermain Reconstruction Project with the following: Project Administration & Meetings, Topographic Survey, Final Design Plans, Permitting (IEPA, NPDES, Railroad) and Reimbursable Expenses.

COST: The fixed fee for performing the above services is \$29,900.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.

CLIENT:

Signature _____

Name Cole S. O'Donnell

Title City Manager

Date Accepted _____

CONSULTANT:

By 

Name Noah J. Carmichael, PE

Title Principal

Date Proposed May 12, 2017

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
6. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

7. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
8. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

9. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
10. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

11. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.

12. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
13. Standard of Care - Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
14. Liability Insurance - Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
15. Indemnification and Limitation of Liability - Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

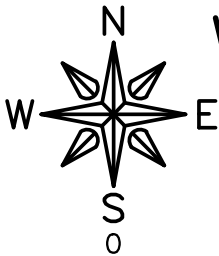
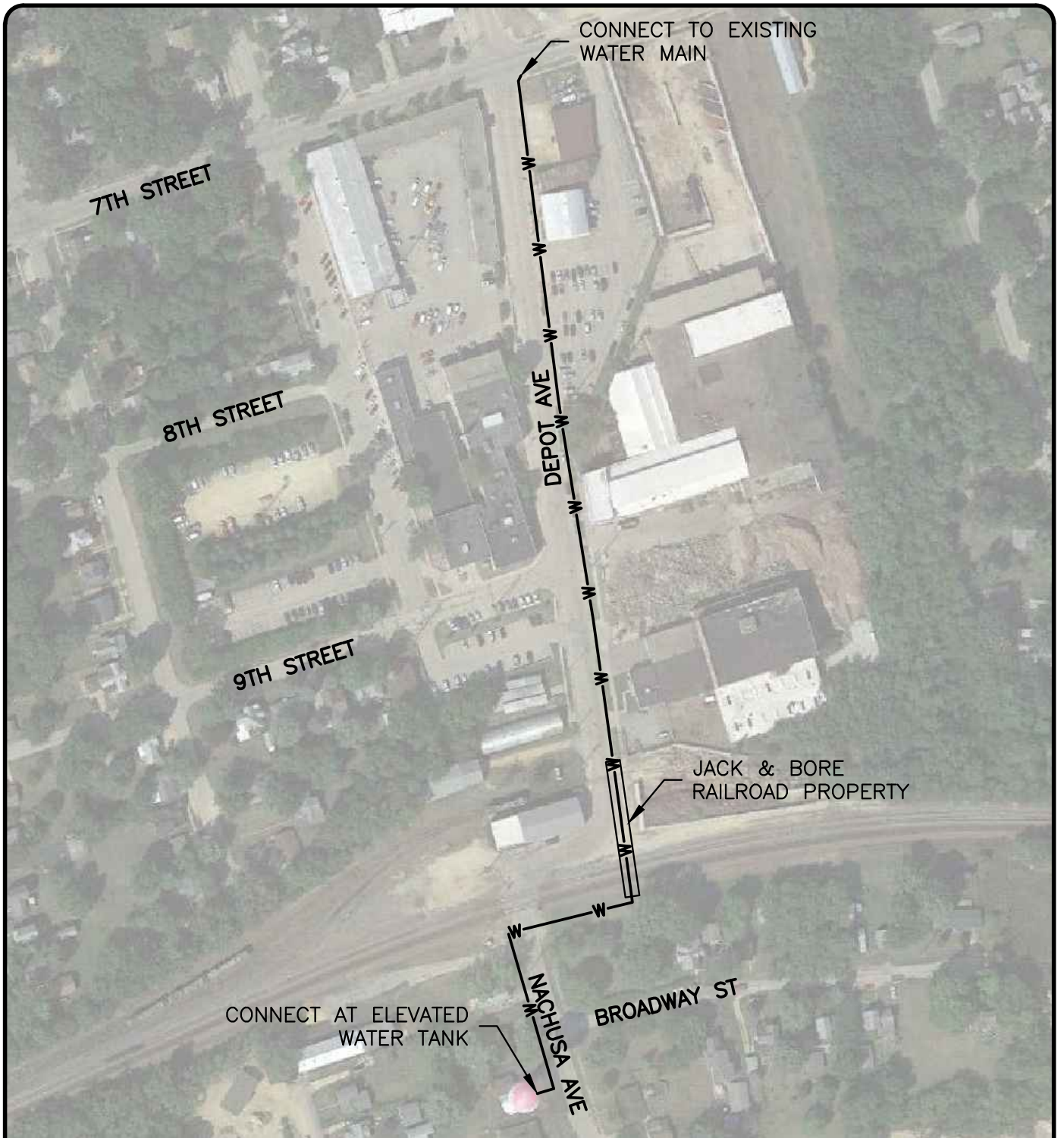
The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed the amount of insurance carried by Consultant. For purposes of this Agreement, Consultant shall, throughout the term of this Agreement, carry liability insurance in the amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Further, Consultant's liability to the Client hereunder shall not be limited in the event such insurance is discontinued, cancelled, terminated or lowered for any reason.

16. Allocation of Risk - Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

17. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
18. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 5% markup.
19. Provision Severable - The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
20. Governing Law and Choice of Venue - Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Lee County, Illinois.



200 0 200 FEET

GRAPHIC SCALE IN FEET

WATER MAIN RECONSTRUCTION

DEPOT AVE

DIXON, IL

05/11/17

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 5/11/17

G:\C3D\17\17A-85\Dixon\Depot Ave\Exhibit_1.dwg, E1

© 2017 FEHR GRAHAM



COUNCIL ACTION FORM

Date: June 5, 2017

Presented By: Weter

Subject: S Depot Ave Reconstruction

Agenda Item: 14-B

Description:

Fehr Graham has provided a proposal for civil engineering services for the City of Dixon Depot Avenue Reconstruction Project. The scope of this proposal is for the section along Depot Avenue from the 7th Street intersection to the southernmost entrance for Timber Industries. The City will utilize TARP grant funding to assist with costs.

Full core-out and removal of Depot Avenue. Existing base course, pavement surface, curbs, and sidewalks to be removed.

Construction of new curb & gutter, sidewalks, and ADA accessible ramps. New hot-mix asphalt (HMA) pavement with aggregate base course. HMA Pavement design will be done to upgrade this section of Depot Avenue to accommodate 80,000 pound truck loads. This section of Depot Avenue will be narrowed, with lane widths designed to be no wider than the minimum requirements as established by the IDOT BOE Manual while still allowing for on-street parking.

FINANCIAL

Is this a budgeted item?

YES ☒

NO ☐

Line Item #: 32-170-6200

Title: Recovery Funds

Amount Budgeted: \$297,302

Actual Cost: \$79,000

Under/Over: \$218,302 remaining

Funding Sources:

Recovery Fund

Departments:

Streets

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 contract with Fehr Graham Engineering for services related to the S Depot Ave reconstruction from 7th St south to Timber Industries.

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☒ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO approve a contract with Fehr Graham Engineering for services in the amount of \$79,000
related to the design of the S Depot Ave reconstruction.

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilman Marx	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



May 12, 2017

Mr. Cole S. O'Donnell
City Manager
City of Dixon
121 West 2nd Street
Dixon, IL 61021

**Re: Proposal for Professional Services
Dixon Depot Avenue Reconstruction Project
7th Street Intersection south to southernmost entrance for Timber Industries**

Dear Mr. O'Donnell

Fehr Graham is pleased to provide you with this proposal for civil engineering services for the City of Dixon Depot Avenue Reconstruction Project. The scope of this proposal is for the section along Depot Avenue from the 7th Street intersection to the southernmost entrance for Timber Industries.

From our meeting with you and your staff last week, we understand the construction scope of this project will include the following:

- Full core-out and removal of Depot Avenue. Existing base course, pavement surface, curbs, and sidewalks to be removed
- Construction of new curb & gutter, sidewalks, and ADA accessible ramps
- New hot-mix asphalt (HMA) pavement with aggregate base course. HMA Pavement design will be done to upgrade this section of Depot Avenue to accommodate 80,000 pound truck loads
- This section of Depot Avenue will be narrowed, with lane widths designed to be no wider than the minimum requirements as established by the IDOT BDE Manual while still allowing for on-street parking
- Street Lighting Improvements
- HMA/Concrete Driveway replacements and restoration
- We estimate that construction costs for this project will be approximately \$750,000

We will provide the City of Dixon with the following professional services:

Project Administration and Meetings

You can expect to be regularly informed of our efforts and progress on this project. Regular coordination with you and your representative(s) will be made a priority by our

team. Our staff will attend all public hearings required as part of this project and will make presentations (as necessary) to staff and to City Council. In addition to meeting attendance, members of our grant writing team will prepare and submit an application on the City's behalf for consideration of grant funds through the IDOT Truck Access Route Program (TARP).

Environmental Studies

Several environmental studies and assessments will be required for this project by both local and State agencies, including:

- Environmental Survey Request (ESR)
- Preliminary Environmental Site Assessment (PESA)
- Archaeological and Historic Preservation Clearance Letter
- Threatened and/or Endangered Species Assessment
- Notice of Intent (NOI)

Concepts & Renderings

We will provide Staff with concept plans and preliminary cost estimates for the improvements. Upon approval by Staff of the design concept, colored renderings will be prepared and submitted to the City. These colored renderings can be used as presentation materials at City Council and other public meetings at your discretion.

Final Design Plans

Final design plans, for purposes of bidding and construction, will be completed. Horizontal and vertical alignments for the reconstructed section of Depot Avenue will be completed as well as design plans for a new/improved stormwater collection system. Design information for new curb & gutter, sidewalks, and lighting improvements will be provided.

The final plans will be completed in compliance with City of Dixon Local Requirements, IDOT BDE Standards, and the Americans with Disabilities Act. The plan set will include:

- Cover Sheet
- General Notes Sheet
- Summary of Quantities Sheet
- Typical Sections
- Traffic Control Plan
- Erosion & Sediment Control Plan
- Plan & Profile Sheets
- Cross Sections
- Lighting Plans
- Pavement Striping & Signage Plan
- ADA Ramp Details
- Construction Details/Highway Standards

Project Specifications/Bid Documents

Prior to bidding and in coordination with the development of the final design plans, project specifications and bid documents will be written and assembled. The specifications will include traffic control specifications, as well as the required Maintenance of Traffic (MOT) document. The MOT is a detailed summary of all traffic control and staging measures that will be required of the contractor while the project is under design.

Permitting

With the use of MFT funds and the possible use of grant funds through the TARP program, approval of the plans will be needed from IDOT. We will work with State officials for approval of the engineering plans prior to solicitation of construction bids. You can expect to be regularly updated on the approval process.

Bid Process

On behalf of the City of Dixon, we will solicit construction bids for this project. We will respond to all requests-for-information (RFIs) in a timely manner and will provide addenda as needed during the bid process. We will be present for the bid opening and will complete a tabulation of bids for Staff and Council review. Upon award of the contract to a qualified contractor, our staff will coordinate the execution of the contract documents with your office, the Contractor, and IDOT. Upon receipt of all needed signatures, we will deliver a fully executed contract to the City.

Fees

The contract agreement will be billed as a lump sum contract and is estimated in the following schedule:

Professional Services

Project Administration & Meetings	\$ 7,650.00
Environmental Studies	\$ 5,000.00
Concepts & Renderings	\$ 1,850.00
Final Design Plans	\$ 49,000.00
Project Specifications/Bid Documents	\$ 8,000.00
Permitting	\$ 2,500.00
Bid Process	\$ 5,000.00

Total Professional Services, Lump Sum Amount \$79,000.00

Professional Services Not Included:

The following professional services are not included as part of this agreement:

- Topographic/Boundary Surveys & Railroad Permitting/Coordination - These services will be provided to the City under a separate agreement from Fehr Graham (i.e. Depot Street Watermain Improvements, 5/12/17)
- Geotechnical Engineering - Soil Borings & Sub-Surface Analysis
- Street scape improvement plans on this section of Depot Street
- Landscaping plans
- Construction Management/Observation Services
- Traffic Studies
- Row Acquisition
- Platting/Easements
- Intersection Design Studies

At your request, we can provide you with an amended proposal adding any of these above-mentioned services.

Authorization

Thank you again for the opportunity to prepare this proposal for the City of Dixon. We look forward to the opportunity to work with you and your staff on this project. If this proposal is acceptable to you, please sign the enclosed Agreement for Professional Services and return a copy to my attention.

Respectfully submitted,

A blue ink signature of Jason T. Stoll, written in a cursive style.

Jason T. Stoll, PE
Senior Project Manager

A black ink signature of Noah J. Carmichael, written in a cursive style.

Noah J. Carmichael, PE
Principal

Enc: Agreement for Professional Services
Exhibit



AGREEMENT FOR PROFESSIONAL SERVICES

Client Mr. Cole O'Donnell, City Manager
City of Dixon
121 West 2nd Street
Dixon, IL 61021-1699

815.288.1485

Description of Services:

City of Dixon - Depot Ave Reconstruction Project 7th to 9th Street

Fehr Graham will provide professional engineering services for the City of Dixon Depot Avenue Reconstruction Project 7th to 9th Street, including the following: Project Administration & Meetings, Environmental Studies, Concepts & Renderings, Final Design Plans, Project Specifications/Bid Documents, Bid Process and Reimbursable Expenses.

COST: The fixed fee for performing the above services is \$79,000.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.

CLIENT:

Signature _____

Name Cole S. O'Donnell

Title City Manager

Date Accepted _____

CONSULTANT:

By 

Name Noah J. Carmichael, PE

Title Principal

Date Proposed May 12, 2017

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees - When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care - Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance - Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability - Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

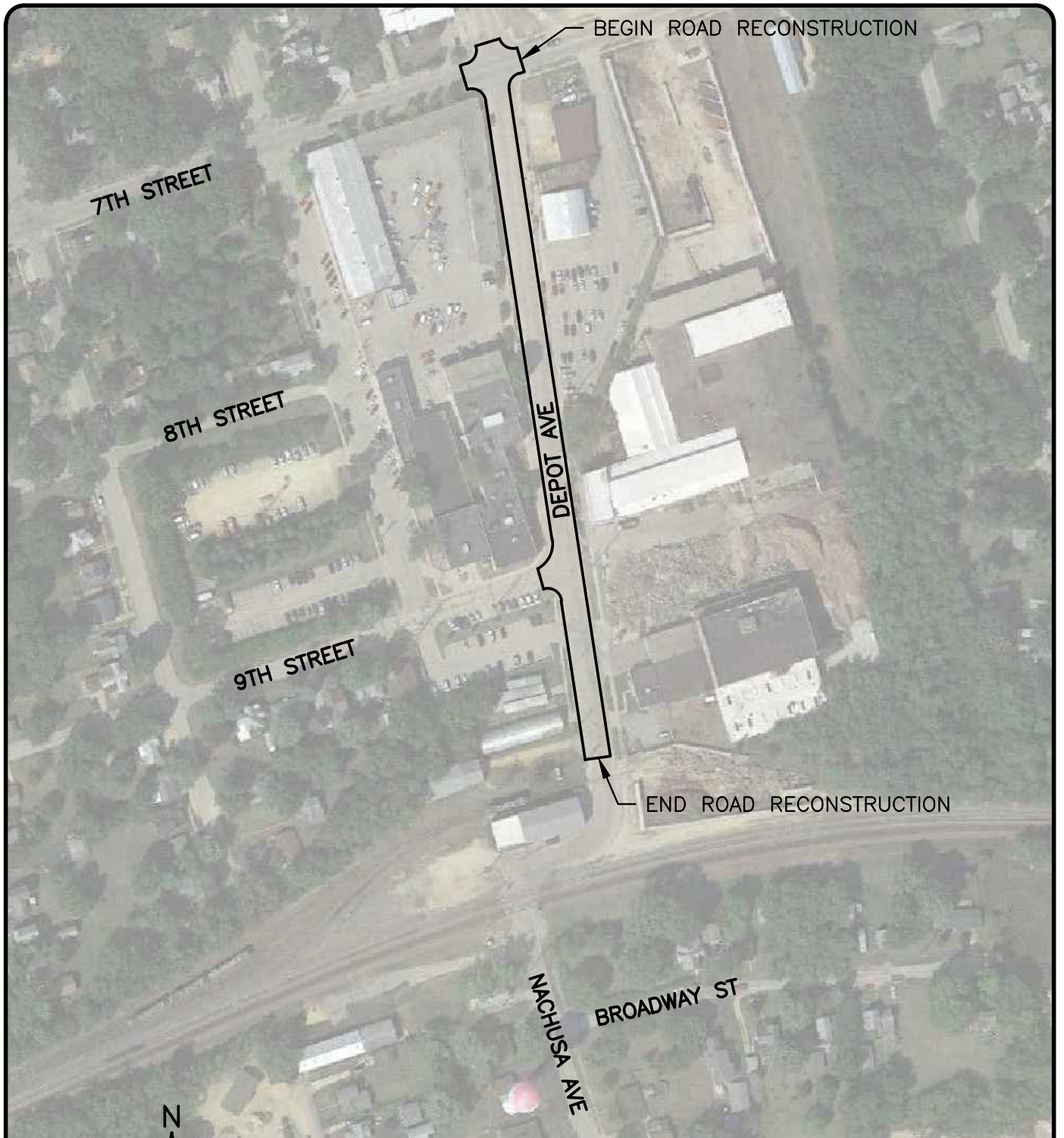
The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk - Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable - The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue - Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.



ROAD RECONSTRUCTION

DEPOT AVE

DIXON, IL

05/11/17

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003625

ILLINOIS
IOWA
WISCONSIN

200 0 200 FEET
GRAPHIC SCALE IN FEET

PLOT DATE: 5/11/17

G:\C3D\17\17A-85\Dixon\Depot Ave\Exhibit_1.dwg, E2

© 2017 FEHR GRAHAM



COUNCIL ACTION FORM

Date: June 5, 2017

Presented By: Water

Subject: S Galena Water Main Replacement Agenda Item: 14-C

Description:

Fehr Graham has provided a proposal for professional services associated with the water main replacement on Galena Avenue from River Street to 4th Street. Fehr Graham will complete detailed design drawings for the water main replacement project. The design includes approximately 1,500 lineal feet of new 12-inch water main along S. Galena Avenue from River Street to 4th Street and abandoning in place the existing main. All services will be reconnected or replaced, and lateral connections to the existing water infrastructure will be designed at each intersection.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: 33-170-6200 Title: Infrastructure

Amount Budgeted: \$1,200,000

Actual Cost: \$97,250

Under/Over: \$1,102,750

Funding Sources:

Recovery Funds

Departments:

Water

Is this item in the CIP? YES ☒ NO ☐ CIP Project Number: WATR-18-01

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☒ NO ACTION REQUIRED ☐

Additional Comments:

Staff recommends approval of a contract with Fehr Graham Engineering in the amount of \$97,250 for services related to the Galena Ave Water Main Replacement.

MOTION BY: _____ SECONDED BY: _____

TO Approve a contract with Fehr Graham Engineering in the amount of \$97,250 for services related to the Galena Ave Water Main Replacement.

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilman Marx	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



May 15, 2017

Mr. Cole S. O'Donnell
City Manager
City of Dixon
121 West 2nd Street
Dixon, IL 61021

**Re: Proposal for Professional Services
Galena Avenue Water Main Replacement - 4th Street to River Street**

Dear Mr. O'Donnell,

Fehr Graham is pleased to provide you with this proposal for professional services associated with the water main replacement on Galena Avenue from River Street to 4th Street (Project Area).

Our understanding is that the existing main has reached the end of its useful life and the subject main has experienced numerous breaks over the past few years. Given the importance of Galena Avenue to the City of Dixon and to the region, the City desires to replace the aging main to greatly reduce the likelihood of additional main breaks. The following details our anticipated scope of services to complete the project as described above:

Scope of Services

Topographic Survey

The initial stage of the project includes Fehr Graham completing a comprehensive topographic survey of the Project Area. Given the high-traffic nature of the area, it is anticipated that our survey crew will utilize our Leica Scanstation to reduce the amount of time our personnel are physically located on the roadway. The Scanstation allows our crews to survey from the sidewalks and medians and will greatly reduce the time spent in the roadway. This approach virtually eliminates the need for lane closures and impacts to traffic during the survey phase of the project. Further, the Scanstation allows a much safer environment for our staff while collecting many more survey points in the process. The end result is a very thorough topographic survey completed in a much safer manner versus the traditional surveying method.

All visible structures, utilities, roadways/medians and sidewalks will be included in said survey. The survey will be completed utilizing the Illinois State Plane Coordinate System (West Zone Datum of 1983 revised) and the 1988 North American Vertical Datum (NAVD-88). The topographic survey will be utilized in preparing the civil design drawings and bidding documents.

Engineering Design and Project Specifications

Utilizing the completed topographic survey and based upon input from the City of Dixon Water Department, Fehr Graham will complete detailed design drawings for the water main replacement project. The design includes approximately 1,500 lineal feet of new 12-inch water main along Galena Avenue from River Street to 4th Street and abandoning in place the existing main. All services will be reconnected or replaced, and lateral connections to the existing water infrastructure will be designed at each intersection.

The exact scope and limits of the project will be identified and developed during the initial planning stage of the project. Our design team will also discuss the various installation methods for the City to consider, including open trench and directional drilling/boring. If the City desires, additional installation methods, such as pipe bursting, can be considered as well.

As the water main is located within the northbound lanes of Galena Avenue, the project will include substantial concrete and asphalt pavement removal/replacement, as well as a detailed detour (maintenance of traffic) plan. A Traffic Management Plan is not anticipated and is excluded from this scope of services. Finally, coordination with the Illinois Department of Transportation will be critical given the impacts to Illinois Route 26 and potentially Illinois Route 2. We anticipate the following minimum plan sheets to be developed for this project:

- Title, General Notes, and Standard Legend
- Summary of Quantities
- Existing Conditions
- Pavement Removals
- Water Main Replacement Plan and Profiles
- Pavement Replacement Plan and Profiles
- Maintenance of Traffic (detour)
- Standard Details

In addition to the detailed design drawings, Fehr Graham will prepare a Project Specifications Manual providing further details on the project materials and construction requirements. All engineering drawings and project specifications will be prepared in accordance with general practice and in conformance with the State of Illinois and the City of Dixon requirements.

A Professional Engineer's Seal will be affixed on each drawing and signed in accordance with the State of Illinois Department of Professional Regulation requirements.

Permitting

Fehr Graham will facilitate the preparation of permit applications to be submitted to the Illinois Environmental Protection Agency (IEPA) for review and permit approval for the water system improvements. Fehr Graham will also prepare the necessary Utility permit application to IDOT - District 2 for the work within the State of Illinois right-of-way. Finally, our team will coordinate the approval of the maintenance of traffic and all detour routes with IDOT - District 2.

Bidding Documents and Bidding Services

Utilizing the completed design drawings and project specifications, Fehr Graham will prepare a bid package of documents for the solicitation of bids. As part of this process, Fehr Graham will address contractor questions, manage the distribution of bidding documents, prepare and distribute addendums and clarifications, attend the bid opening, review and tabulate the bids and provide a recommendation of award to the City of Dixon for their consideration.

Exclusions

The following items are not included in the scope of services proposed here:

- Preparation of easements and/or right-of-way documents.
- Geotechnical investigations and borings.
- IDOT Traffic Management Plan (TMP).
- Traffic studies and capacity analysis.
- Environmental and Soil Remediation services.
- Permit fees.
- Construction related services including construction engineering, construction layout and construction observation.

Any of the above services can be performed as an additional cost to the project.

Fees

Based on the information available at this time, Fehr Graham is prepared to provide the scope of services as described on a lump sum basis as follows:

Project Administration & Meetings	\$ 9,000
Topographic Survey	\$15,000
Final Design Plans	\$48,750
Permitting (IDOT, IEPA)	\$11,500
Bidding Documents and Bidding Services	\$ 8,000
Bid Process	<u>\$ 5,000</u>

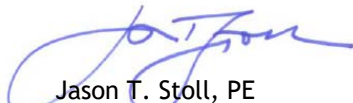
Total Professional Services, Lump Sum Amount	\$97,250.00
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Authorization


I trust that the information we have provided is in line with your expectations. If you would like for us to proceed with this project, please sign the attached Agreement for Professional Services and return one copy to my attention.

As always, Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We are looking forward to working with you on this project. In the interim, should you have any questions regarding this proposal, please feel free to contact me at this office.

Respectfully submitted,



Jason T. Stoll, PE
Senior Project Manager



Noah J. Carmichael, PE
Principal

Enc: Agreement for Professional Services
Exhibit

JTS:emm

N:\Proposals\2017\Jason Stoll\City of Dixon\JTS_2017_Dixon_Galena_Ave_Watermain_Replacement_5-15-17.docx

AGREEMENT FOR PROFESSIONAL SERVICES

Client Mr. Cole O'Donnell
City Manager
City of Dixon
121 West 2nd Street
Dixon, IL 61021-1699

815.288.1485

Description of Services:

Dixon - Galena Ave Water Main Replacement - 4th St. to River St.

Fehr Graham will provide professional services associated with the water main replacement on Galena Avenue from River Street to 4th Street (Project Area).

COST: The fixed fee for performing the above services is \$97,250 is as follows:

Project Administration & Meetings	\$ 9,000
Topographic Survey	\$15,000
Final Design Plans	\$48,750
Permitting (IDOT & IEPA)	\$11,500
Bidding Documents and Bidding Services	\$ 8,000
Bid Process	\$ 5,000

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature _____

Name Mr. Cole S. O'Donnell

Title City Manager

Date Accepted _____

CONSULTANT:

By  _____

Name Noah J. Carmichael

Title Principal

Date Proposed May 15, 2017

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
6. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

7. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
8. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

9. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
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Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

11. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.

12. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
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14. Liability Insurance - Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
15. Indemnification and Limitation of Liability - Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed the amount of insurance carried by Consultant. For purposes of this Agreement, Consultant shall, throughout the term of this Agreement, carry liability insurance in the amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Further, Consultant's liability to the Client hereunder shall not be limited in the event such insurance is discontinued, cancelled, terminated or lowered for any reason.

16. Allocation of Risk - Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

17. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
18. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 5% markup.
19. Provision Severable - The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
20. Governing Law and Choice of Venue - Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Lee County, Illinois.



COUNCIL ACTION FORM

Date: June 5, 2017

Presented By: O'Donnell

Subject: Petition referral to Planning Commission Agenda Item: 14-D

Description:

We have received a petition for text amendment and special use permit from PADS relating to property at 203 W Everett. Prior to any discussion or action by the Council the matter must be considered by the Planning Commission. The vote to refer is procedural.

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 the referral of the petition to the Planning Commission.

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☒ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO refer the petition for text amendment and special use permit to Dixon Planning Commission for review and recommendation.

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilman Marx	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 PADS SHELTER, an Illinois not-
for-profit corporation

**PETITION FOR SPECIAL USE
PERMIT UNDER ZONING
ORDINANCE TO THE DIXON
CITY COUNCIL AND THE DIXON
CITY PLAN COMMISSION**

Your Petitioner, Dixon PADS Shelter, an Illinois not-for-profit corporation, respectfully states as follows:

1. Petitioner, Dixon PADS Shelter, is the owner of the property commonly known as 203 W. Everett Street, Dixon, Illinois 61021, legally described as follows:

The South 75 feet of Lot 8 in Block 62 of the Town of North Dixon, now part of the City of Dixon, situated in the County of Lee, State of Illinois, under PIN: 07-02-32-451-007 (the "Subject Real Estate").

2. The Subject Real Estate is currently zoned B-1 Limited Neighborhood Business under the City of Dixon Zoning Ordinance (Section 6-11-2).
3. B-1 zoning does not specifically allow, either as a Permitted Use or as a Special Use, emergency shelter/mission (as that term is defined in Section 6-11-2 of the City of Dixon Zoning Ordinance).
4. Dixon PADS Shelter is in need of a new facility in that its current facility on W. First Street, Dixon, has become too small to serve the increasing need for emergency housing and shelter in the Dixon community.
5. Petitioner is seeking a Special Use Permit in order for the Dixon PADS Shelter to be able to use the Subject Real Estate as and for an emergency shelter/mission for homeless women and children in the Dixon area.
6. Real estate adjacent to the Subject Real Estate or within 100 feet thereof (excluding streets) is zoned as follows:

<u>PIN</u>	<u>Owner</u>	<u>Current Zoning</u>
07-02-32-451-004	Nicholas L. Kibble 317 N. Hennepin Ave. Dixon, IL 61021	R-2

07-02-32-451-002	Donna Walls 208 Lincoln Way Dixon, IL 61021	R-2
07-02-32-451-001	Thomas H. Hoyle and Nicole Y. Hoyle 214 Lincoln Way Dixon, IL 61021	R-2
07-02-32-451-006	James M. Smith and Cheryl S. Smith 207 W. Everett St. Dixon, IL 61021	B-1
07-02-32-451-005	David C. Schmidt and Patricia A. Schmidt 211 W. Everett St. Dixon, IL 61021	B-1
07-02-32-453-007	J.D. Wesley, Inc. Attn.: John A. Niklas 212 W. Everett St. Dixon, IL 61021	B-2
07-02-32-453-003	Rose Mary Sigwards 206 W. Everett St. Dixon, IL 61021	B-2
07-02-32-454-011	Franchise Realty Investment Trust IL P.O. Box 66207 / AMF O'Hare RE: L/C 012-0292 Chicago, IL 60666	B-2
07-02-32-452-009	Thomas E. Felker 301 N. Galena Ave. Dixon, IL 61021	B-2

7. In support hereof, your Petitioner states as follows:
- A. The proposed use of the Subject Real Estate for an emergency shelter/mission is consistent with the goals and policies of the City of Dixon Comprehensive Plan.
 - B. The establishment, maintenance, and operation of the proposed use of the Subject Real Estate will not be detrimental to or endanger the public health, safety, or general welfare of the residents of the City of Dixon, Lee County, Illinois.

- C. The proposed use will not diminish the use or enjoyment of other property in the vicinity for those uses which are permitted by the Zoning Ordinance of the City of Dixon, Lee County, Illinois.
- D. Adequate measures will be taken to provide ingress to and egress from the Subject Real Estate and its proposed uses in a manner that minimizes traffic congestion.
- E. The proposed uses of the Subject Real Estate will be designed and located in a manner that is consistent with the character of the neighboring properties and the City of Dixon as a whole.
- F. The proposed use of the Subject Real Estate will not adversely affect a known historical or cultural resource.
- G. The design and location of the proposed use of the Subject Real Estate promotes a safe and comfortable pedestrian environment.
- H. The off-site impacts of the proposed use, such as traffic, noise, hours of operation, and visual impacts, will be compatible with the surrounding area.
- I. The proposed uses of the Subject Real Estate will comply with the applicable requirements of the City of Dixon Zoning Ordinance.

9. Notice of the time, date, and place of the public hearing on this Petition, to be held before the City of Dixon Plan Commission on Thursday, June 22, 2017, at 6:00 p.m. in the Dixon City Hall, will be published in the Dixon Telegraph in the form of Exhibit "A" attached hereto on or before May 23, 2017, but in no event prior to June 7, 2017, namely, not more than 30 days nor less than 15 days prior to the date of such hearing. Such notice shall contain the criteria as set forth in Section 6-13-1(A) of the City Code of the City of Dixon, Lee County, Illinois. Proof of publication under Section 6-13-1(B), in the forms of an affidavit and a certificate of publication issued by the Dixon Telegraph will be submitted to the secretary of the Plan Commission prior to or at the time of the Plan Commission hearing.

10. Notice, in the form of Exhibit "B" attached hereto, of the time, date, and place of the public hearing on this Petition, to be held before the City of Dixon Plan Commission on Thursday, June 22, 2017, at 6:00 p.m. in the Dixon City Hall, will be mailed to all legal owners of record of all properties located within 100 feet of the boundary lines of the subject real estate, by certified mail, return receipt requested, on May 23, 2017, which is not more than 30 days nor less than 15 days prior to such hearing. Such notice shall contain the criteria as set forth in Section 6-13-1(A) of the City Code of the City of Dixon, Lee County, Illinois. Proof of service under such Section 6-13-1(C)(3 and 4) will be filed with the secretary of the Plan Commission prior to or at the time of the Plan Commission hearing.

11. A list of the names and addresses of the legal owners of record of all properties located within 100 feet of the boundary lines of the Subject Real Estate, including the current zoning classification of each of such properties, is attached hereto as Exhibit "C."

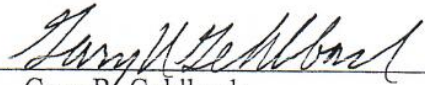
WHEREFORE, your Petitioner requests the follows:

- A. That the Dixon City Council adopt an ordinance permitting as a Special Use under B-1 zoning (Section 6-11-2(B)) emergency shelter/mission.
- B. That immediately after adopting an ordinance permitting as a Special Use under B-1 zoning (Section 6-11-2(B)) emergency shelter/mission, the Dixon City Council grant a Special Use to the Petitioner, to enable it to use the Subject Real Estate for emergency shelter/mission.

Respectfully submitted,

DIXON PADS SHELTER, an Illinois not-for-profit corporation

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

By 
Gary R. Gehlbach

Documents accompanying this Petition:

- a. Form of Notice of Public Hearing to be published in the Dixon Telegraph attached as Exhibit "A" to this Petition and all copies hereof;
- b. Copy of Notice of Public Hearing to be sent by certified mail, return receipt requested, to the legal owners of record of all properties located within 100 feet of the boundary lines of the subject real estate, attached as Exhibit "B" to this Petition and all copies hereof;
- c. Statement from Gary R. Gehlbach of Ehrmann Gehlbach Badger Lee & Considine, LLC, setting forth the names and addresses of the legal owners of record of all properties located within 100 feet of the boundary lines of the Subject Real Estate, to which Petitioner has added the current zoning classification for each such property, attached as Exhibit "C" to this Petition and all copies hereof;
- d. Form of Affidavit of Service, certifying notice to be sent to all such legal owners of record of all properties located within 100 feet of the boundary lines of the Subject Real Estate, attached as Exhibit "D" to this Petition and all copies hereof; and

- e. Twelve copies of this Petition, including a form of Notice of Public Hearing to be published in the Dixon Telegraph as Exhibit "A;" copy of Notice of Public Hearing to be sent by certified mail, return receipt requested, to the legal owners of record of all properties located within 100 feet of the boundary lines of the subject real estate as Exhibit "B;" a the statement from Gary R. Gehlbach of Ehrmann Gehlbach Badger Lee & Considine, LLC, as Exhibit "C;" and form of Affidavit of Service as Exhibit "D."

Gary R. Gehlbach, Esq.
Ehrmann Gehlbach Badger Lee & Considine, LLC
Attorneys for Petitioner Dixon PADS Shelter
215 E. First St., Suite 100
P.O. Box 447
Dixon, Illinois 61021
(815) 288-4949
(815) 288-3068 (FAX)
gehlbach@egblc.com

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NOTICE OF PUBLICATION
NOTICE OF PUBLIC HEARING - PLAN COMMISSION
CITY OF DIXON, LEE COUNTY, ILLINOIS

To whom it may concern:

Notice is hereby given that the undersigned Plan Commission, designated by the City Council of Dixon, Illinois, to conduct a public hearing on a proposed text amendment to the Zoning Ordinance of the City of Dixon to add a special use category and to approve such special use, will conduct such a hearing at the hour of 6:00 P.M. on the 22nd day of June, 2017, in the City Council chambers at the Dixon City Hall, 121 W. 2nd Street, Dixon, Illinois.

The proposed amendment would add in B-1 district the special use of emergency shelter/mission under Section 6-11-2(B), and if added by a text amendment, the petition requests that the City Council grant a special use to allow the property described below to be used for an emergency shelter/mission under Section 6-11-2(B) of the City of Dixon Zoning Ordinance.

The property affected by the proposed petition is legally described as follows:

The South 75 feet of Lot 8 in Block 62 of the Town of North Dixon, now part of the City of Dixon, Lee County, Illinois.

Commonly known as 203 W. Everett Street, Dixon, Illinois 61021
PIN: 07-02-32-451-007

Dated this 23rd day of May, 2017.

PLAN COMMISSION
CITY OF DIXON, ILLINOIS



NOTICE OF PUBLIC HEARING - PLAN COMMISSION
CITY OF DIXON, LEE COUNTY, ILLINOIS

To: All legal owners of record of all properties located within 100 feet of the boundary lines of the subject real estate described below

Notice is hereby given that the undersigned Plan Commission, designated by the City Council of Dixon, Illinois, to conduct a public hearing on a proposed text amendment to the Zoning Ordinance of the City of Dixon to add a special use category and to approve such special use, will conduct such a hearing at the hour of 6:00 P.M. on the 22nd day of June, 2017, in the City Council chambers at the Dixon City Hall, 121 W. 2nd Street, Dixon, Illinois.

The proposed amendment would add in B-1 district the special use of emergency shelter/mission under Section 6-11-2(B), and if added by a text amendment, the petition requests that the City Council grant a special use to allow the property described below to be used for an emergency shelter/mission under Section 6-11-2(B) of the City of Dixon Zoning Ordinance.

The property affected by the proposed petition is legally described as follows:

The South 75 feet of Lot 8 in Block 62 of the Town of North Dixon, now part of the City of Dixon, Lee County, Illinois.

Commonly known as 203 W. Everett Street, Dixon, Illinois 61021
PIN: 07-02-32-451-007

Dated this 23rd day of May, 2017.

PLAN COMMISSION
CITY OF DIXON, ILLINOIS



CERTIFICATION OF NAMES AND ADDRESSES OF ADJACENT
LANDOWNERS WITHIN 100' (Exclusive of streets) OF THE
SUBJECT PROPERTY FOR A SPECIAL USE PERMIT.

<u>PIN</u>	<u>Owner</u>	<u>Current Zoning</u>
07-02-32-451-004	Nicholas L. Kibble 317 N. Hennepin Ave. Dixon, IL 61021	R-2
07-02-32-451-002	Donna Walls 208 Lincoln Way Dixon, IL 61021	R-2
07-02-32-451-001	Thomas H. Hoyle and Nicole Y. Hoyle 214 Lincoln Way Dixon, IL 61021	R-2
07-02-32-451-006	James M. Smith and Cheryl S. Smith 207 W. Everett St. Dixon, IL 61021	B-1
07-02-32-451-005	David C. Schmidt and Patricia A. Schmidt 211 W. Everett St. Dixon, IL 61021	B-1
07-02-32-453-007	J.D. Wesley, Inc. Attn.: John A. Niklas 212 W. Everett St. Dixon, IL 61021	B-2
07-02-32-453-003	Rose Mary Sigwards 206 W. Everett St. Dixon, IL 61021	B-2
07-02-32-454-011	Franchise Realty Investment Trust IL P.O. Box 66207 / AMF O'Hare RE: L/C 012-0292 Chicago, IL 60666	B-2
07-02-32-452-009	Thomas E. Felker 301 N. Galena Ave. Dixon, IL 61021	B-2

**PETITIONER'S
EXHIBIT
C**

Dated at Dixon, Illinois, this 23rd day of May, 2017.

Gary R. Gehlbach

Affidavit of Service

The undersigned, a non-attorney, being first duly sworn, on oath states that a copy of the attached NOTICE OF PUBLIC HEARING was served upon all legal owners of record of all properties located within one hundred feet (100') of the boundary lines of the subject property, by depositing a copy thereof in the U.S. Mail, certified mail, return receipt requested, postage prepaid, in envelopes addressed to each party so identified, the names and addresses of which are set forth below.

<u>PIN</u>	<u>Owner</u>	<u>Current Zoning</u>
07-02-32-451-004	Nicholas L. Kibble 317 N. Hennepin Ave. Dixon, IL 61021	R-2
07-02-32-451-002	Donna Walls 208 Lincoln Way Dixon, IL 61021	R-2
07-02-32-451-001	Thomas H. Hoyle and Nicole Y. Hoyle 214 Lincoln Way Dixon, IL 61021	R-2
07-02-32-451-006	James M. Smith and Cheryl S. Smith 207 W. Everett St. Dixon, IL 61021	B-1
07-02-32-451-005	David C. Schmidt and Patricia A. Schmidt 211 W. Everett St. Dixon, IL 61021	B-1
07-02-32-453-007	J.D. Wesley, Inc. Attn.: John A. Niklas 212 W. Everett St. Dixon, IL 61021	B-2
07-02-32-453-003	Rose Mary Sigwards 206 W. Everett St. Dixon, IL 61021	B-2
07-02-32-454-011	Franchise Realty Investment Trust IL P.O. Box 66207 / AMF O'Hare RE: L/C 012-0292 Chicago, IL 60666	B-2
07-02-32-452-009	Thomas E. Felker 301 N. Galena Ave. Dixon, IL 61021	B-2

**PETITIONER'S
EXHIBIT**

D

Dated: May 23, 2017.

Damaris Martinez

Signed and sworn to before
me this ____ day of May, 2017

Notary Public

Gary R. Gehlbach, Esq.
Ehrmann Gehlbach Badger Lee & Considine, LLC
Attorneys for Petitioner Dixon PADS Shelter
215 E. First St., Suite 100
P.O. Box 447
Dixon, Illinois 61021
(815) 288-4949
(815) 288-3068 (FAX)
gehlbach@egblc.com



COUNCIL ACTION FORM

Date: June 5, 2017

Presented By: O'Donnell

Subject: Service Line Insurance Program

Agenda Item: 14-E

Description:

Utility Service Partners (USP), through the National League of Cities, offers a service line insurance program. The insurance is provided to residential home owners for water and sewer service line repairs. Home owners are responsible for any breaks or problems in their service lines from the City's main to their dwelling. Breaks can be quite costly to repair and home owners are usually not prepared for the expense. Under this program, the City would allow USP to use our logo and letter head to market the program. The marketing materials must indicate that the USP is not an agent of the City and that USP is solely responsible for the product. The agreement is for one year so as to be able to judge the response to the program. Initial rates, per month, are \$7.25 for sewer line, \$6.25 for water line, \$9.49 for in-home plumbing. Residents can choose any or all of the products. USP will contract with local plumbers to do all work. The City may choose to receive a \$0.50 per month per product royalty. The cost of the royalty will be passed onto the resident. Council will need to decide which of the programs to go with.

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 agreement for the NLC Service Line Warranty Program with or without the royalty clause.

Required Action

ORDINANCE ☐ RESOLUTION ☐ MOTION ☒ NO ACTION REQUIRED ☐

Additional Comments:

--

MOTION BY: _____ SECONDED BY: _____

TO approve the agreement for the NLC Service Line Warranty Program with/without the monthly royalty fee.

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilman Marx	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of [_____, 20__] ("**Effective Date**"), by and between the City of Dixon, Illinois ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.

All marketing materials and advertising shall make clear that the Company is not an agent of the City and that the Company is solely responsible in all respects for the Products.

3. **Term.** The term of this Agreement ("**Term**") shall be for ~~three (3) years~~ from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in ~~material~~ breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach

1
one (1) year

is not cured during ^{actually} said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated ~~or planned~~ prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. Indemnification. Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnatee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by the Company, or any ~~negligent or fraudulent~~ act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnatee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

5. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Mayor Liandro Arellano Jr. *City Manager*
City of Dixon
121 West 2nd St.
Dixon, IL 61021
Phone: (815) 288-3576

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

6. Modifications or Amendments/Entire Agreement. Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

7. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate ~~or an acquirer of all or substantially all of its assets~~, without the prior written consent of the City, ~~such consent not to be unreasonably withheld.~~

8. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

9. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Illinois. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

10. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF DIXON

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name:

Title:

Name:

Title:

Exhibit A
NLC Service Line Warranty Program
City of Dixon
Term Sheet
May 16, 2017

I. Initial Term. ~~Three years~~ *One Year*

II. License Conditions.

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official
- c. *All marketing materials and advertising shall make clear that the Company is not an agent of the City and that the Company is solely responsible in all respects for the Products.*

III. Products.

- a. External sewer line warranty (initially, \$7.25 per month; \$82.00 annually)
- b. External water line warranty (initially, \$6.25 per month; \$70.00 annually)
- c. In-home plumbing warranty (initially, \$9.49 per month; \$108.99 annually)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External sewer line warranty: Scope is from the main tap until line daylights inside home, which includes the service line under the concrete floor.
- b. External water line warranty: Scope is from the main until line daylights inside home, which includes the service line under the concrete floor. Coverage also includes thawing of frozen external water lines.
- c. In-home plumbing warranty: Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the In-home plumbing warranty Product via in-bound channels only.

*What does
this mean?*

*Is this six mailings per campaign or six
mailings in the aggregate?*

ⓧ If City gets paid a License Fee.

is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. Consideration.

A. As consideration for ^{the} ~~such~~ license, Company will pay to City a License Fee of as set forth in Exhibit A ("**License Fee**") during the term of this Agreement. The first payment shall be due by January 30th of the year following the ^{execution of this Agreement} ~~conclusion of first year of the Term~~. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of ^{each} ~~the~~ succeeding year. City ^{has} ~~will have~~ the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. Indemnification. Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Mayor Liandro Arellano Jr.
City of Dixon
121 West 2nd St.
Dixon, IL 61021
Phone: (815) 288-3576

Exhibit A
NLC Service Line Warranty Program
City of Dixon
Term Sheet
May 16, 2017

I. Initial Term. Three years

OK

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External sewer line warranty (initially, \$7.75 per month; \$88.00 annually)
- b. External water line warranty (initially, \$6.75 per month; \$76.00 annually)
- c. In-home plumbing warranty (initially, \$9.99 per month; \$114.99 annually)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

a. External sewer line warranty: Scope is from the main tap until line daylights inside home, which includes the service line under the concrete floor.

b. External water line warranty: Scope is from the main until line daylights inside home, which includes the service line under the concrete floor. Coverage also includes thawing of frozen external water lines.

c. In-home plumbing warranty: Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the In-home plumbing warranty Product via in-bound channels only.