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#4

COUNCIL OF THE CITY OF DIXON, ILLINOIS REGULAR COUNCIL MEETING COUNCIL CHAMBERS - CITY HALL MONDAY, OCTOBER 15, 2012 6:30 P.M.

Pastor Marilyn Nolan, Grace United Methodist Church gave the Invocation.

ROLL CALL

The meeting was called to order by Mayor Burke. Commissioners Blackburn, Brechon, Considine and Mayor Burke answered Roll Call. Absent was Commissioner Kuhn. The Pledge of Allegiance was cited.

APPROVAL OF MINUTES

Commissioner Brechon moved that the minutes of the Regular Council Meeting of Monday, October 1, 2012 be accepted and placed on file. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

APPROVAL OF TOTAL LABOR & OUTSIDE CLAIMS

Commissioner Blackburn moved that the Total Labor & Outside Claims in the amount of \$492,863.54 be approved and ordered paid. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

COUNCIL REPORTS

Commissioner Brechon advised there were 4 garbage contract bid packets taken out and 3 were returned this morning at the bid opening at 10:30 a.m. She stated the bids will be available for review and will be awarded at the November 5th Council meeting. She then advised the Cemetery Walk scheduled for last Sunday was cancelled due to rain but will be held this Sunday at Oakwood Cemetery.

BOARDS & COMMISSIONS REPORTS

Mayor Burke reported that the Airport Board Minutes of August 11, 2012, the Library Board Minutes of September 10, 2012 and the Tourism Board Minutes of October 8, 2012 are all on file with the Clerk and available for inspection.

ORD. #2893 - VACATING PORTION OF PUBLIC ALLEY

Commissioner Blackburn moved that an Ordinance vacating a portion of the public alley pursuant to the petition of Willey Realty Trust No. 1 and Dixon Habitat for Humanity, Inc. be passed. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

ORD. #2894 – RE-PLAT OF SUBDIVISION OF LOTS 21-26 AND LOTS 38-40 HABITAT HOMES PHASE II

Commissioner Considine moved that an Ordinance accepting a Re-Plat of Subdivision of Lots 21 thru 26 and Lots 38 thru 40 of Habitat Homes-Phase II be passed. Discussion followed. Commissioner Considine advised the City will be responsible for the egress but it will add six new homes to the tax rolls. After no further comments, the Mayor called for the vote. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

COUNCIL OF THE CITY OF DIXON, ILLINOIS REGULAR COUNCIL MEETING COUNCIL CHAMBERS - CITY HALL MONDAY, OCTOBER 15, 2012 6:30 P.M.

ORD. #2895 – CHANGE OF ZONING – WILLEY REALTY TRUST NO. 1/DIXON HABITAT FOR HUMANITY, INC.

Commissioner Blackburn moved that an Ordinance authorizing a Change of Zoning pursuant to the petition of Willey Realty Trust No. 1 and Dixon Habitat for Humanity, Inc. be passed. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

ORD. #2896 - SPECIAL USE - 319 SOUTH PEORIA AVENUE

Commissioner Considine moved that an Ordinance authorizing Special Use for property to be used for professional healthcare offices pursuant to the petition of Community State Bank of Rock Falls be passed. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

APPROVE & ACCEPT - IBEW LOCAL 196 UNION AGREEMENT

Commissioner Brechon moved that the IBEW Local 196 Union Agreement be approved and accepted. Discussion followed. Commissioner Blackburn stated on Page 15 under the retiree insurance provision, there is one employee this will apply to. He explained this employee would receive retroactive pay back to May 1 and a provision in his healthcare payment. Commissioner Blackburn advised these provisions were added during the bargaining process with the IBEW Union. Mayor Burke stated he will vote to approve and accept this contract but it makes no sense to him. After no further comments, the Mayor called for the vote. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

APPROVE & ACCEPT - TEAMSTERS LOCAL 722 UNION AGREEMENT

Commissioner Considine moved that the Teamsters Local 722 Union Agreement be approved and accepted. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

ACCEPT BIDS & PLACE ON FILE - CITY OF DIXON REFUSE CONTRACT

Commissioner Brechon moved that the bids for the City of Dixon Refuse Contract be accepted and placed on file until the next regularly scheduled Council Meeting of Monday, November 5, 2012. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

APPROVAL OF VETERANS MEMORIAL PARK MUSEUM PROJECT

Mayor Burke advised this committee needs a consensus by the City Council to proceed with this project. He then asked City Attorney Bob Branson to explain in detail what is needed. Attorney Branson advised they will be building on City property; therefore, approval to construct pursuant to plans and specs prepared by the engineers are needed. Mayor Burke then got a full consensus from the Council for this project to proceed. He stated the ordinance would be prepared and placed on file at the November 5th meeting and passed on the 19th. Attorney Branson requested he be sent a rendering of the building plans. It was stated that only the parking lot plans are complete but a tentative drawing will be sent. Charlie Thomas, Commission Member, stated they just need approval of the Council and no public funds will be requested. Note: Mayor Burke advised there would be no motion read on this item tonight.

COUNCIL OF THE CITY OF DIXON, ILLINOIS REGULAR COUNCIL MEETING COUNCIL CHAMBERS - CITY HALL MONDAY, OCTOBER 15, 2012 6:30 P.M.

RES. #2399-12 - CONFIRMING APPTS. - VETERANS MEMORIAL COMMISSION

Commissioner Blackburn moved that a Resolution confirming the appointments of Mike Cecchetti and Gary DeBord to the Veterans Memorial Commission for terms commencing October 15, 2012 and ending September 30, 2014, or until their successors are duly appointed and qualified, be adopted. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

RES. #2400-12 - CONFIRMING APPT. - LIBRARY BOARD

Commissioner Brechon moved that a Resolution confirming the appointment of Tracey Lawton to the Library Board for a term commencing October 15, 2012 and ending November 30, 2015, or until her successor is duly appointed and qualified, be adopted. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

AUTHORIZING HIRING OF TWO CHIEFS ASSISTANT

Commissioner Considine moved that the hiring of an Assistant for the two Chiefs be authorized. Discussion followed. Chief Langloss advised this position would be shared between the police and fire departments as an Administrative Assistant for clerical duties. Commissioner Blackburn advised that this position should be brought in after January 1st due to the City's cash flow situation. Commissioner Considine added that January 1st is a good timeline due to the application and interview process. Chief Langloss lastly stated the salary range for this position would be between \$30,000 and \$35,000 per year. After no further comments, the Mayor called for the vote. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

AUTHORIZE EXECUTION OF WIPFLI ENGAGEMENT LETTER - PHASE II

Commissioner Considine moved that the Mayor be authorized to execute Wipfli's engagement letter for Phase II of the audit. Discussion followed. Mayor Burke advised this Phase would allow the auditors to go back to 1990 for examination of our previous audits. He then advised the cost of this would be \$18,000 for their services. After no further comments, the Mayor called for the vote. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

OATH OF OFFICE - FIREFIGHTER SEAN WAGNER

Mayor Burke administered the Oath of Office to Firefighter Sean Wagner.

APPROVAL OF SALARY FOR RIVERFRONT MANAGER KAY MILLER

Commissioner Considine advised this item needs to be tabled; therefore, he read the motion as follows: Commissioner Considine moved that the \$800.00 per month salary for the Riverfront Manager Kay Miller be tabled. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

EXECUTIVE SESSION

Commissioner Blackburn moved that the Regular Council Meeting of Monday, October 15, 2012 be adjourned to meet in Executive Session to consider the appointment, employment, compensation and performance of specific employees. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

COUNCIL OF THE CITY OF DIXON, ILLINOIS REGULAR COUNCIL MEETING COUNCIL CHAMBERS - CITY HALL MONDAY, OCTOBER 15, 2012 6:30 P.M.

RECONVENE MEETING

Commissioner Blackburn moved that the Regular Council Meeting of Monday, October 15, 2012 reconvene into Open Session. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried.

ADJOURNMENT

Commissioner Brechon moved that the Regular Council Meeting of Monday, October 15, 2012 be adjourned to meet in Regular Session on Monday, November 5, 2012 at 6:30 p.m. in the Council Chambers at City Hall. Voting Yea: Commissioners Blackburn, Brechon, Considine and Mayor Burke. Voting Nay: None. Motion carried. The meeting was adjourned at 7:10 p.m.

Kathe A. Swanson, City Clerk

Dixon Water Dept.

#5

Memo

To:

Kathe Swanson

From:

Dawn Griswold

CC:

Date:

October 31, 2012

Re:

Bills to be approved in the amount of \$124,368.05

Kathe:

When the bills are approved at the City Council Meeting Monday evening could you please have Commissioner Blackburn sign the attached copy? I need to have an approved check register for our auditors.

Thank You.

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11/12	11/05/2012	11890	HACH CHEMICAL	PH METER & REPLACED PROBE	SED PROBE	1.705.46
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- Hist: 10/15/2012 Thru 11/05/2012 Page

CITY OF DIXON CORPOHATE G&A

- G/L Transactions -

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Sources: CD AP	Motorized Equipment	*	Stationery & Printing AP1798 10/15/2012	Telephone AP1846 10/15/2012		<pre>!onferences/prof. dev. CD1772 10/15/2012</pre>	Department of Public Works					

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- G/L Transactions - ClTY OF DIXON
OAKWOOD CEMETERY FUND

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nds 10/15/2012	Ref2 Description aka.51011201100 ACE HARDWARE	Account 1100.12 1100.12	e p :	Credit.	Cnande	Balance	
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oundation Supplies AP1868 10/15/2012	aka:51021203901 ACE HARDWARE 10/31/12 MONTH END	3901.12 3901.12 3901.12	15.72	6	5.7	5.7	
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- G/L Transactions - CITY OF DIXON
EMERGENCY VEHICLE FUND GL040: 10/26/12 15:31 Sources: CD AP

- Hist: 10/15/2012 Thru 11/05/2012 Page 2

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Source Date Motorized Equipment AP1877 10/15/2012	Ref2 Description aka:51012701700 HIPPWAN CAR WASH	000	Debit 18 80	Credit	Change	Balance	(- a n ·
AP1881 10/15/2012	DIXON NAPA AUTO PART 10/31/12 MONTE END ****** ACCOUNT TOTAL *****	1700.27	0 0 0	999	24.93 24.93	24,93	
Telephone AP1880 10/15/2012	AKA:51022703700 VERIZON WIRELESS 10/31/12 MONTH END ****** ACCOUNT TOTAL *****	3700 3700 3700 3700	66.69 8.89 8.89		6.0	6.8	0 0 1 2 2 2 4 4
Ambulance Equipment AP1878 10/15/2012	aka,51032707800 SHOPKO 10/31/12 MONTH END ****** ACCOUNT TOTAL *****	9099	75.9	99	75.9	75.9	2 2 2 2 4 4 1 1 2 2 2 2 2 2 2 2 2 2 2 2
aining AP1876 10/15/2012	AKA:51042708700 SAUK VALLEY COMMUNIT 10/31/12 MONTH END ****** ACCOUNT TOTAL *****	8700.27 8700.27 8700.27	837.50 837.50 837.50	990	837,50	837.50	E 4 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
llaneous Expenses AP1879 10/15/2012	aka:51042708900 MEDICAL PRODUCTS GRO 10/31/12 NONTH END	8900.27 8900.27 8900.27 8900.27	144.25 144.25 144.25	9 8	144.25 144.25	144.25 144.25	8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8
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GL040: 10/26/12 15:32 - G/L Transactions - ClTY OF DIXON Sources: CD AP SEWERAGE FUND

ON - Bist: 10/15/2012 Thru 11/05/2012 FERAGE FUND Page

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Coun Be	00.3	1100.36	1100.3		1200.3		E:007T	1500.3	1 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	1500.3	7.88	1700.36	700.3	700.3	700.3	0 6	900.3	6.006	100.3	 	100.3	100.3	100.3		00.3	200.3	200.3	C. 00 c.	3 200 .36	4	3500.36	500.3	500.3	80.3	3700.36 3700.36	6.9
Ref2 Description aka:51013601100	PYK-PYTER, INC.		***** ACCOUNT TOTAL *****	8/8:51013501200	DOUATI	10/31/	TOTAL	aka:51013501500	10/31/12 MONTH RND	**** ACCOUNT TOTAL *****	aka.51013601700	SKWER BOUIPMENT OF A	HARDENS AUTO REPAIR	4	**** ACCOUNT TOTAL **	aka:51013601900 C. & N. SUPPLY	10/31/12 MONTH	*** ACCOUNT TOTAL ***	aka:51023603100	COMED	COMED	COMED	Connection	10/31/	***** ACGOUNT TOTAL .**	aka:51023603200	NICOR	/12 MONTO W	**** ACCOUNT TOTAL ****	מקים. מפחטפה ער פרותי מקים	+ 1	10/31/	**** ACCOUNT TOTAL ****	aka:51023603700 VKB120N WIDPIES	10/31/12 MONTH BND	ACCOUNT TOTAL **
Source Date Re Property & Buildings	APIRRE 10/15/2012	AP1887 10/15/2012		Process Equipment	AP1892 10/15/2012	##		Jdilection System AP1893 10/15/2012		*	Motorized Equipment	AP1895 10/15/2012 AP1891 10/15/2012	AP1890 10/15/2012	•)ther AP1894 10/15/2012		•		AP1896 10/15/2012	AP1896 10/15/2012	AF1895 10/15/2012 AP1896 10/15/2012	AP1896 10/115/2012			uel Apigo, 10/15/2012) (X	7107/01/21 /00/11		ffice Supplies	AP1884			elephone AP1985 10/15/2012		

3L040: 10/26/12 15:32 - G/L Transactions - CITY OF DIXON Sources: CD AP SEWERAGE FUND	- Hist, 10/	/15/2012 Thru	11/05/2012 Page		, Karana
Source Date Ref2 Description Account aboratory Supplies aka:51023603800 3800.36 AP1689 10/15/2012 PDC LABORATORIES, IN 3800.36	Debit 94 85	Credit	Change	Balance	<u>- a n</u>
10/31/12 MONTH END ***** ACCOUNT TOTAL ****		00.	394.85 394.85	394.85	4 N B L
Plant/Loan Payment aka:51063608502 AP1883 10/15/2012 WILLETT HOFMANN & AS 8502.36 AP1882 10/15/2012 D.J. SICKLEY CONSTRU 8502.36	2,902.				œ œ ç ;
10/31/12 MONTH BND 8502.3 ****** ACCOUNT TOTAL **** 8502.3	65,954.55 65,954.55	9 00.	5,954.55 5,954.55	65,954.55	<u> </u>
**** REPORT TOTAL ****** DEBITS & CREDITS NAT CHANGE B/S NBI CHANGE P/L	73,311.91 00 73,311.91	00.	3,311,91	DIFFERENCE	Z Z
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					2 2 2 2 2 2 5 5 5 5 5 5 5 5 5 5 5 5 5 5

	Reg. No.	Account	Amount	Total
PE 10/09/1	<u>2</u>			
60986	Corporate	15300.00	\$6,575.88	
60986	Airport	15300.10	1,073.73	
60986	Cemetery	15300.12	1,937.12	-
60986	STF	15300.36	3,123.36	
				\$12,710.0
PE 10/16/1	<u>2</u>			
60988	Corporate	15300.00	\$127,455.06	
60988	Airport	15300.10	1,073.73	
60988	Cemetery	15300.12	4,466.66	
60988	Civil Defense	15300.22	120.00	
60988	STF	15300.36	6,543.52	\$139,658.9
PE 10/23/1	2			
60987	= Corporate	15300.00	\$9,571.76	
60987	Airport	15300.10	1,073.73	
60987	Cemetery	15300.12	2,337.48	
60987	STF	15300.36	3,408.98	\$16,391.9
			-,	4.10,0 71
	CCOUNTS PAYABLE AL		3,408.98	\$1 \$31

#6

City Of Dixon BALANCE SHEET September 30, 2012

			Ξ		9		
FUND	CASH	INVESTMENTS	OTHER ASSETS	TOTAL ASSETS	LIABILITIES	ADJ.FUND BAL.	LIAB. & EOUTTY
GENERAL CORPORATE	(51,552,43)	629 149 28	3 457 120 00	102172			
PUBLIC BENEFIT FUND	235,570.06		95 760 71	4,034,720.64	/,01/,/35.94	(3,583,009.10)	4,034,726.84
BAND FUND	28 107 52		05,709.71	321,339.//		321,339.77	321,339.77
MUNICIPAL AIRPORT FIND	(127 528 71)		168,612.21	196,809.73	(90,434.50)	287,244.23	196,809.73
LIBRARY FUND	202 615 75		3,265.17	(124,263.24)	115,375.02	(239,638.26)	(124,263,24)
OAKWOOD CEMETERY FIND	322 641 43		293,665.22	676,280.97	19,404.37	656,876.60	676.280.97
SOCIAL SECURITY FIND	650,657		(347,445.54)	(113,804.12)	182,370.23	(296,174.35)	(113,804,12)
OAKWOOD CEMETERY FUNDOW	14.050.77	100 000 00	2,307,135.62	2,966,591.41	(200,000.00)	3,166,591.41	2,966,591.41
MOTOR FUEL TAX FUND	60 037 70	201,727,81	13,2/1.50	127,330.37		127,330.37	127,330,37
IMRF FUND	2 130 265 04	271,/33.61	41/,900,94	770,572.54		770,572.54	770,572.54
CIVIL DEFENSE FUND	67.431.51		2,318,333.83	4,648,600.89		4,648,600.89	4,648,600.89
DOWNTOWN REDEVELOPMENT	183,741.87		227 010 65	84,118.92	(120.00)	84,238.92	84,118.92
RIVERFRONT TIF	91,452,49		111 286 06	511,652.52	(154,000.00)	665,652.52	511,652.52
PETUNIA ENDOWMENT FUND	7,099.78		00.000,111	202,838.55	111,386.06	91,452.49	202,838.55
EMERGENCY VEHICLE FUND	424 672 04		(1) 77 (1)	7,099.28		7,099.28	7,099.28
DEBT SERVICE FUND	17.85		043,/30.10	1,068,408.20	(170,781.25)	1,239,189.45	1,068,408.20
DIXON MEM. ARCH PRES. FD.	669.87			17.85		17.85	17.85
SANITARY LANDFILL FUND	(2.082.810.77)		2015 777 77	669.87	669.87	0.00	669.87
WORKING CASH FUND	(=)00=,0000,000,000		2,913,743.76 631.045.13	832,932.99	3,440,000.00	(2,607,067.01)	832,932.99
SEWERAGE FUND	385,029.24		77 751 705 74	631,945.12		631,945.12	631,945.12
WATER FUND	1.844 230 23	287 127 06	27,731,703.34	28,136,734.58	13,039,678.44	15,097,056.14	28,136,734.58
CAPITAL DEVELOPMENT FUND	118 314 11	201,137.30	17,801,903.19	19,993,271.38	12,571,851.14	7,421,420.24	19,993,271.38
CAPITAL EQUIPMENT FUND	110,017.11			118,314.11	2,674,448.42	(2,556,134.31)	118,314.11
				0.00			0.00
TOTAL	4,609,491.23	1.308.021.05	59 178 658 36	12 051 200 29	20.121		
		- 75 20 30 - 1100	27,170,020.20	03,070,170.04	39,157,583.74	25,938,586.90	65,096,170.64
(1)- Once WIPFI I is finished with the	CT1710						

⁽¹⁾⁻ Once WIPFLI is finished with the restatement of FY12 these numbers will be updated.

City Of Dixon REVENUE / EXPENDITURE STATEMENT FOR 5 MONTHS ENDED September 30, 2012

2,332,354.29	3,713,647.53	22,707,133.00	20.10001.02		
ł		77 020 155 00	8 048 001 82	24,088,422.00	TOTAL
0.00	0.00	0	0.00	***************************************	
57,491.06	29.57		0.00	200 020	CAPITAL EQUIPMENT FUND
510,715.79	797,121.93	2,493,204	1,507,657.72 \$7 \$ 30 <i>6</i> 3	00,000	CAPITAL DEVELOPMENT FUND
23,844.34	951,874.80	3,048,464	1 307 927 70	2 966 000	WATER FUND
0.00			078 710 14	3 048 464	SEWERAGE FUND
167,665.21	1,125.00	702,700	106,790.21	702,100	WORKING CASH FUND
0.00		0	16 700 71	702 700	SANITARY LANDFILL FUND
0.00	290,758.32	1,/30,896	470,750.54	0	DIXON MEM. ARCH PRES. FUND
(37,081.50)	189,682.42	363,813	200 750 22	1 730 896	DEBT SERVICE
(1,374.50)	1,374.50		150 600 00	597 500	EMERGENCY VEHICLE FUND
78,233.67		1.7,000	- 63=60:00	0	PETUNIA ENDOWMENT FUND
161,800.91		127,000	78 233 67	137,000	KIVERFRONT TIF FUND
0,040.14	*,020.00	278 400	161,800.91	278,400	DOWN I OWN KEDEVELOPMENT
\$ 046.14	1 320 00	8,620	9,366.14	17,223	DONAL DEPENDENCE OF THE PARTY O
171 157 48	89,554.96	492,000	260,712.44	4/9,0/3	CIVII. DEFENSE EI NID
160,295.20		379,675	160,295.20	470,073	IMRF FUND
0.00		1,113,602		270 675	MOTOR FUEL TAX FUND
0.00		803,803		1 494 635	POLICE PENSION FUND
4,122.63		005 005	.,	1.013.488	FIRE PENSION FUND
140,005.49	77,070,07	0	4.122.63	0	OAK WOOD CEMETERY ENDOW
(41,101.39)	73 3/12 00	407 000	213,948.58	395,068	ACCIAL SECURITY FUND
(41 101 30)	101.772.22	312,060	60,670.83	300,812	SOCIAL SECTIBITIVE TO THE SOCIAL SECTION OF SERVET ENTITY
30 103 70	161.830.13	593,850	193,933.83	391,896	OAK WOOD CEMETERY ELDIN
(26,762.69)	47,328.56	145,250	20,363.87	201 207	LIBRARY FUND
982.63	15,668.39	29,986	20,505,02	142 750	MUNICIPAL AIRPORT FUND
46,452.14	-		16 651 00	10 507	BAND FUND
8/3,13/.98	4,772,003.04	0.000	46,452 14	85,762	PUBLIC BENEFIT FUND
	2 002 962 64	8 68 999 6	3,868,021,62	9,706,553	GENERAL CORPORATE
REV EXPEND.	Y.T.D.	BUDGET	1.1.0.	TODOL!	
Y.T.D.	ITURES	EXPENDITURES		RIDGET	FUND
			NITE	REVENIE	

CITY OF DIXON DEPARTMENT OF BUILDING & ZONING 121 W. SECOND ST. DIXON, IL. 61021 PH: 815-288-1403 FX: 815-288-1022

BUILDING PERMIT REPORT October 2012

NEW OTHER	Lee County Transit Center	210 E. Progress Drive	Rockford Structures
RESIDENTIAL	Tom & Laura Palmer	318 Logan Ave.	Cale
ADD/REM/REPAIR	Earl Schulte		Self
	Deb O'Dair	1020 Cooper St.	Self
		919 Cooper St.	Dambman Construction
	Roger Hill	605 E. Fellows St.	Slain Construction
	Shannon Bailey	518 Second Ave.	Various Contractors
<i>A</i>	Amanda Jensen	703 W. Third St.	A to Z Mobility
	Steve Aurand	1524 W. Third St.	S & D Construction
	Joanne Smith	1320 W. Sixth St.	Self
NON-RESIDENTIAL	Mr. Tequila's Restaurant	844 N. Galena Ave.	Kratzner's Plumbing
ADD/REM/REPAIR	Sewer Equipment of Amer.	1590 Dutch Rd.	Prowant Construction
	Ludwig Dairy	1309 W. Seventh St.	Self
ROOF	Julie Moritz	723 Nachusa Ave.	Self
	Kris Brantley	629 N. Dixon Ave.	Mark Piper Construction
	Sara Wohrley	619 Squires Ave.	Self
	Dennis Reglin	917 Center St.	
	Brad Huffman	1212 Robin Rd.	Dempsey & Sons Self
	Steve Heck	1044 Marvid Ave.	Self
	David Bowers	503 S. Dixon Ave.	
	Chris White	309 Hubbell Dr.	Self
	Kreider Services		Drane Construction
	Doris Steward	668 Marclare St.	Drane Construction
		811 W. Third St.	Boss Roofing/Siding
	Kevin Dyer	418 College Ave	Self
	Dan Burke	1410 Park Lane	Self
	John Fane	1222 Hemlock Ave.	Self
	Nancy Mercer	419 Barker Ave.	S & D Construction
	Richard Piller	1064 Idle Oak Run	Five Star Roofing
	Marna Flach	525 E. McKenney St.	Rogers Remodeling
		904 W. Second St.	Two Brothers Construction
	Philip Kent	711 N. Brinton Ave.	Self
	Larry Yingling	922 Jackson Ave.	Drane Construction
		605/607 N. Dixon Ave.	Dempsey & Sons
	Mitch Dessert	1619 W. Second St.	Dempsey & Sons
SIDING/WINDOWS	Mary Anderson	315 E. Chamberlin St	Woodcrafters
	Jeff Gascoigne	420 N. Brinton Ave.	Slain Construction
	Dan Tobin	1214 Douglas Terrace	Kastner Construction
	Linda Kinsella	512 Division St.	Self
		105 W. First St.	Koster Brothers Construction
	a . a	115 Artesian Place	McConnell & Son
		913 Chestnut Ave.	Feldco Factory Direct
DECK/PORCH/PATIO	Lauri Duncan	1109 Washington Ave.	Self
	A . 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1129 Washington Ave.	
		1129 Washington Ave.	Brady Concrete/Construction
			Brady Concrete/Construction
		724 Institute Blvd.	Kastner Construction
	Hadian Dishop	1116 Hemlock Ave.	Self

DRIVEWAYS/SIDEWALKS	Dan Alsup Brandon Dettman Brian Johnson	116 Logan Ave. 1605 Washington Ave. 422 S. Lincoln Ave.	Ed Donaldson Construction Self Demps Concrete
GARAGES	Chester French	1022 S. Peoria Ave.	Woodcrafters
UTILITY SHEDS	Corey Maves Jerry Fane	215 Highland Ave. 719 W. Second St.	Self Self
FENCE/RETAINING WALLS	Christina Pilling Andrea Jacobsen Brian Gomes Russell Helfrich Lori Laidlaw Kathy Schier	410 W. Second St. 806 N. Jefferson Ave. 512 Spruce St. 1033 Highland Ave. 916 S. Hennepin Ave. 401 Heather Lane	Sterling Fence Self Self Self Two Brothers Construction Sterling Fence
SIGN/TEMP SIGNS	Joan Field Great Clips US Bank Road Ranger	804 Inlet 216 Keul Rd. 98 S. Galena Ave. 1801 S. Galena Ave.	Sterling Fence Self Turnroth Sign Co. Self
SEWER CONNECTIONS	Lee County Transit Center	210 E. Progress Dr.	Rockford Structures
SEWER/WATER REPAIR	Robert Michels Amy Voss Steve Smith	1014 Fargo Ave. 1112 W. Third St. 722 Chicago Ave.	Lenhart Plumbing Benjamin Franklin Plumbing Cheshier Sewer/Excavation
ELECTRICAL	Michael Mey Irene Jacobs Richard Shafer Loren Munson Pat Howard Christine Giedd Courtney Scudder Steve Aurand Mary Marshall	1008 Steinmann St. 629 Sterling Ave. 1104 Elm Place 1013 W. Third St. 1031 W. Fourth St. 948 N. Brinton Ave. 1013 University St. 1524 W. Third St. 1029 Mary Ave.	Self DNR Electric DNR Electric Ryerson Plumbing/Electric AMP Electric Don Knight Electric Self Cedar Bluff Electric AMP Electric
RIGHT-OF-WAY PERMITS	Jarred Cavanaugh Windstream Robert Michaels	617 First Ave. Multiple Locations 1014 Fargo Ave.	Kratzner's Plumbing Ervin Cable Construction Sauk Valley Plumbing
TOTAL PERMITS ISSUED			

TOTAL PERMITS ISSUED

77

TOTAL PERMIT FEES

\$6,107.00

TOTAL CONSTRUCTION COSTS

\$2,357,243.00

Jane Haws, Administrative Assistant

RESOLUTION APPOINTING MEMBERS OF THE

DIXON VETERANS MEMORIAL COMMSSION MUSEUM BOARD

WHEREAS, the City of Dixon Veterans Memorial Commission, a Commission established by the Dixon City Council (the "Commission"), desires to create a separate 501(c)(3) organization in order to construct and manage a Veterans Memorial Museum located within the Dixon Veterans Memorial Park; and

WHEREAS, the Commission desires that the City Council of the City appoint the initial Board of Directors for the Dixon Veterans Memorial Commission Museum Board (the "Museum Board"); and

WHERESAS, after the appointment of the initial Board of Directors, the members of the Museum Board shall be appointed each year as set forth in the bylaws adopted by the Museum Board; and

WHEREAS, the City Council of the City deems it in the best interests of the City and its citizens to appoint the initial Board of Directors of the Museum Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Dixon, Lee County, State of Illinois, that the recitals contained in the preambles to this Resolution are full, true and correct and are incorporated as if fully set forth herein.

BE IT FURTHER RESOLVED that the following persons shall be the initial Board of Directors of the Museum Board:

Andrew W. Cox, 1007 Selme Lane, Rock Falls, IL 61071

Thomas Houck, 315 East Fellows, Dixon, IL 61021

Henry Dixon, 203 East Fellows, Dixon, IL 61021

Richard Herbon, 558 Meadow Lane, Dixon, IL 61021

Gregory Langan, 315 East Boyd, Dixon, IL 61021

Al Wikoff, 246 Palmyra Rd., Dixon, IL 61021

Pat Gorman, 3732 Cedar St., Dixon, IL 61021

Charles Thomas, 2083 IL Rt. 26, Dixon, IL 61021

BE IT FURTHER RESOLVED that said Board of Directors shall serve until their successors are duly qualified and appointed pursuant to the bylaws adopted by the Museum Board, as amended from time to time.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval, and publication as required by law.

This Resolution read and approved this ____ day of November, 2012.

	MAYOR
ATTEST:	
City Clerk	

RESOLUTION

WHEREAS, the Veterans Memorial Commission, a Commission established by the Dixon City Council (the "Commission"), has petitioned the City Council for approval to construct a museum and adjacent parking lot on property owned by the City and commonly known as "Veterans Memorial Park"; and

WHEREAS, the Commission has provided the City Council with a drawing ("Footprint") depicting the placement of the museum (identified on Exhibit A as "Future Building Site") and adjacent parking lot (identified on Exhibit A as "Future Parking Lot") on the property owned by the City, said drawing is attached hereto and incorporated herein as Exhibit A; and

WHERESAS, the City Council, after due deliberation and consideration, has determined that it is in the best interests of the City that the request of the Commission be granted and that the Veterans Memorial Commission should proceed with the construction of the museum and parking lot at the location depicted on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Dixon, Lee County, State of Illinois, as follows:

- 1. That the City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.
- 2. That, subject to paragraph 3 below, the Veterans Memorial Commission is hereby given tentative approval to construct a museum and parking lot at the location in Veterans Memorial Park depicted on Exhibit A attached hereto.
- 3. Prior to commencement of construction, the Commission shall provide to the City Council the following: (i) renderings or drawings of the building to be constructed; (ii) documentation of financing to assure the City Council that said construction will be completed at no cost to the City; (iii) a proposed nolien contract; (iv) adequate funding for future maintenance costs; and (v) adequate liability insurance coverage.
- 4. That all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.
- 5. That this Resolution shall be in full force and effect from and after its passage and approval, and publication as required by law.

This Resolution read	and approved this day of November, 2012.
	MAYOR
ATTEST:	
City Clerk	

AGREEMENT REGARDING REGULATION OF PARKING

THIS AGREEMENT is made this \(\frac{1}{1}\) day of \(\frac{0}{2}\) does \(\text{2012}, \text{ by and between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust (hereinafter the "Owner") and the CITY OF DIXON (hereinafter the "City") for the enforcement of parking regulations in and around the parking area of the Wal-Mart located at 1640 South Galena (hereinafter referred to as the "Property").

WHEREAS, Section 625 ILCS 5/11-209 of the Illinois Motor Vehicle Code provides that a city and an owner of any commercial facility or apartment complex which controls a parking area located within the limits of the city may, by contract, empower the city to regulate the parking of automobiles and the traffic at such parking area; and

WHEREAS, Section 625 ILCS 5/11-209 of the Illinois Motor Vehicle Code further provides that a city and an owner of any commercial facility or apartment complex which controls a parking area located within the limits of the city may, contract for such additional reasonable rules and regulations with respect to traffic and parking in a parking area as local conditions may require for the safety and convenience of the public or of the users of the parking area; and

WHEREAS, the parties to this agreement wish to avail themselves of the provisions of Section 625 ILCS 5/11-209 of the Illinois Motor Vehicle Code;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the parties hereby agree as follows:

- The City is hereby authorized and empowered to enforce within the bounds of the Property all state and municipal laws, rules and regulations concerning the parking of motor vehicles. In the enforcement of such laws, rules and regulations within the bounds of the Property, the City shall have the right to issue traffic tickets, tow vehicles, make arrests and exercise other rights, powers and privileges which the Village may exercise outside of the bounds of the Property.
- 2. This Agreement shall be in full force and effect for a period of twenty (20) years from the date here in above set forth provided, however, that either party here to may at any time terminate and revoke this agreement with a ten (10) day written notice.
- 3. The sole and exclusive remedy to Owner, upon any breach of this Agreement by the City, shall be the cancellation of the Agreement under its terms. It is of the essence of this Agreement that the City shall not be liable for money damages for any breach of this Agreement.

WAL-MART REAL ESTATE BUSINESS TRUST,	CITY OF DIXON
A Delaware Statutory Trust	
By Onlinkoe	Ву
Its Restly manager	lts

TO THE CITY COUNCIL OF THE CITY OF DIXON

IN THE MATTER OF THE PETITION

First National Bank of Rochelle c/o Steve Pfeiffer 340 May Mart Drive Rochelle, II 61068 PETITION UNDER ZONING ORDINANCE TO THE PLAN COMMISSION
Your Petitioner (s) First National Bank of Rochelle
respectfully state:-
1. That they are the owners of the following described real estate (legal description):
Parcel number 07-02-33-451-034 Property is legally described as:Sect/Lot:33 TWP: 22 RNG/BLK:9 Assr's Plat No 5 PT LT 3 & PT LT 82 Mollers survey Annexed to city and park
otherwise know as 928 E River Road, Dixon, II Street/Address, Dixon Illinois.
26 That the premises above described are presently classified as "B-2" as defined in Section 6-10-3 of the City Code of the City of Dixon, Lee County Illinois, and that your Petitioners desire to have the aforesaid described premises re-classified to "B-2 Special USE" as defined in Section 6 said Zoning Ordinance.

3. In support hereof, your Petitioners state:

as defined in Section_

The use of the property is for the purpose of an animal control facility for the County of Lee.

B-2 Special Use" district.

_ of said Zoning Ordinance.

Find BANIC of Rodulle find for SR V.P.



September 27, 2012

City of Dixon 121 W. Second Street Dixon, Illinois 612021

Attn:

Mr. Shawn Ortgiesen

City Engineer

Re:

City of Dixon, Illinois

Waterworks Improvements

Well #9 Elevated Water Storage Tank Painting

Engineering Agreement WHA No. 1158D12

Dear Shawn:

Enclosed are three copies of the Engineering Agreement for the City of Dixon Well #9 Elevated Water Storage Tank Painting project.

The design and construction phases will be billed on a time and material cost plus basis estimated at \$6,000 for the design phase and \$10,000 for the construction phase for a total of \$16,000. Please review and, after Council approval, please have the Mayor and Clerk sign all copies of the agreements, return two copies for our records and keep the third copy for your use.

We have forwarded a copy of the agreement to Bob Branson for his review and approval.

Should you have any questions, please feel free to call.

WILLETT, HOFMANN & ASSOCIATES, INC.

Matt Hansen, P.E.

MH:rv Encl.

CC:

James Burke, Mayor

Kathe Swanson, City Clerk

Bob Branson, City Attorney, w/ encl. Rusty Cox, Water Superintendent

File

MUNICIPAL OFFICIALS

James G. Burke, Mayor
Shawn Ortgiesen, Director of
Public Works
Kathe Swanson, Clerk
Robert Branson, Attorney
Willard Cox, Water Superintendent
David Blackburn, Commissioner
Colleen Brechon, Commissioner
Dennis Considine, Commissioner
Jeff Kuhn, Commissioner

ENGINEERING AGREEMENT

FOR

CITY OF DIXON LEE COUNTY, ILLINOIS WATER DEPARTMENT

Well #9 Elevated Water Storage Tank Painting 2012



809 EAST 2ND STREET, DIXON, IL 61021-0367 T: 815-284-3381 DESIGN FIRM: #184-000918

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THIS AGREEMENT made as of the	day of	in the year Two
Thousand and Twelve and between <u>City of</u>	of Dixon, Lee County, Illinois (herein	after called the OWNER)
and WILLETT, HOFMANN & ASSOCIATI	es, inc. consulting engineers,	809 East Second Street,
<u>Dixon</u> , ILLINOIS (hereinafter called the E	NGINEER).	

WITNESSETH, that whereas the OWNER intends to <u>repaint the existing Well #9 elevated water storage</u>

<u>tank</u> (hereinafter called the Project).

NOW, THEREFORE, The OWNER and the ENGINEER in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 - SERVICES OF THE ENGINEER

1.1 General

- 1.1.1. The ENGINEER agrees to perform professional services in connection with the Project as hereinafter stated.
- 1.1.2. The ENGINEER will serve as the OWNER's professional representative in all phases of the Project, and will give consultation and advice to the OWNER during the performance of his services.

1.2 Design Phase

During the design phase the ENGINEER will:

- 1.2.1. Prepare the detailed specifications and contract booklets for bidding.
- 1.2.2. Furnish to the OWNER engineering data for and assist in the preparation of the required documents so that the OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.
- 1.2.3. Advise the OWNER of any adjustment of the cost estimate for the Project caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the Project based on the completed drawings and specifications.
- 1.2.4. Prepare proposal forms and notice to bidders and assist in the preparation of the Contract Documents.
- 1.2.5. Furnish ten copies of the contract documents consisting of construction agreement form, general conditions, special provisions, detailed construction drawings and technical provisions.

1.3 Construction Phase

During the construction phase the ENGINEER will:

- 1.3.1. Assist the OWNER in obtaining and evaluating bids and awarding a contract for the construction of the Project.
- 1.3.2. Provide on-site periodic observation services as the ENGINEER deems necessary to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto; and during such visits and on the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the work, will endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor, and may disapprove work as failing to conform to the Contract Documents. The ENGINEER is not responsible for testing or inspection of materials other than that which may be required at the site of the work.
- 1.3.3. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and assemble maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection as required by the Contract Documents.
- 1.3.4. Consult and advise with the OWNER; act as the OWNER's representative; issue all instructions of the OWNER to the Contractor; prepare routine change orders as required; whenever he considers it necessary or advisable to insure the proper carrying out of the intent of the Contract Documents, he may, as the OWNER's representative, direct the Contractor to stop the work or require special examination or testing of the work (whether or not fabricated, installed or completed); he will act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder.
- 1.3.5. Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractor's applications for payment, and supporting data determine the amount owing to the Contractor and approve in writing payment to the Contractor in such amounts; such approvals of payment to constitute a representation to the OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, subject to the results of any subsequent test called for in the Contract Documents and any qualifications stated in his approval.
- 1.3.6. Conduct, in the company with the OWNER, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents, and approve in writing final payment to the Contractor.
- 1.3.7. Revise the contract drawings to reflect the changes made during construction as furnished to the ENGINEER and to represent graphically the locations of the improvements and although the drawings are not warranted as to their accuracy, the location of the improvements shown can be found within reasonable tolerance.

1.3.8. Through the on-site observations of the work in progress and field checks of materials and equipment the ENGINEER will endeavor to provide protection for the OWNER against defects and deficiencies in the work.

SECTION 2 - ADDITIONAL SERVICES OF THE ENGINEER

2.1 General

If authorized in writing by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which will be paid for by the OWNER as indicated in Section 5.1.2.

- 2.1.1. Furnishing core borings, probings or subsurface explorations; hydrographic surveys; laboratory testing and inspection of samples or materials; and other special consultation.
- 2.1.2. Additional services due to significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction.
- 2.1.3. Revising previously approved studies, reports, design documents, drawings or specifications.
- 2.1.4. Preparing documents for bids requested by the OWNER for work which is not executed.
- 2.1.5. Preparing detailed renderings, exhibits or scale models for the Project.
- 2.1.6. Furnishing additional copies of reports and additional prints of drawings and specifications.
- 2.1.7. Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material and labor; and material audits or inventories required for certification of force account construction performed by OWNER.
- 2.1.8. Preparing special change orders requested by the OWNER.
- 2.1.9. Making an inspection of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract.
- 2.1.10. Furnishing the OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked up prints, drawings and other data furnished by the Contractor to the ENGINEER and which the ENGINEER considers significant.
- 2.1.11. Additional or extended services during construction made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract time by more than 25%; (3) acceleration of the work schedule involving services beyond normal working hours; and (4) contract default due to delinquency or insolvency.

- 2.1.12. Extensive assistance in the initial start-up and test operation of equipment or systems and the preparation of manuals of operation and maintenance.
- 2.1.13. Additional services and costs necessitated by out of town travel required of the ENGINEER other than visits to the Project as required by Section 1.
- 2.1.14. Serving as an expert witness for the OWNER in any litigation or other proceeding involving the Project.
- 2.1.15. Additional services in connection with the Project not otherwise provided for in this Agreement.

SECTION 3 - THE OWNER'S RESPONSIBILITIES

The OWNER will:

- 3.1. Provide full information as to his requirements for the Project.
- 3.2. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project including previous reports and any other data relative to design and construction of the Project.
- 3.3. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this Agreement.
- 3.4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- 3.5. Advertise for Proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.
- 3.6. Provide such legal, accounting and insurance counseling services as may be required for the Project.
- 3.7. Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- 3.8. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 3.9. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

- 3.10. Furnish, or direct the ENGINEER to provide at the OWNER's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.
- 3.11. To furnish the ENGINEER with a description of and the names of owners and lien holders of property adjacent to the proposed improvement, where such data is needed for the preparation of plans and/or right of way or easement plats.

SECTION 4 - PERIOD OF SERVICE

4.1. Unless sooner terminated as provided in Section 6.1, this Agreement shall remain in force: (1) for a period which may reasonably be required for the design, award of contracts and construction of the Project, including extra work and any required extension thereto; or (2) in case construction is not commenced, for a period of 12 months after the completion of any phase of the work.

SECTION 5 - PAYMENTS TO THE ENGINEER

- 5.1. The OWNER will pay the ENGINEER for the services performed as follows:
- 5.1.1. For all work under the Design Phase, the OWNER shall pay the ENGINEER an amount equal to the established billing rates of the ENGINEER Billing Rate being defined herein as payroll, social security, retirement deductions, unemployment tax, insurance overhead and profit. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names.
- 5.1.2. For all work under the Construction Phase of the Project, the OWNER shall pay the ENGINEER an amount equal to the established billing rates of the ENGINEER Billing Rate being defined herein as payroll, social security, retirement deductions, unemployment tax, insurance overhead and profit. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names.
- 5.1.3. For "Additional Services" performed:
- 5.1.3.1. By personnel assigned to the regularly established office of the ENGINEER, an amount equal to the established billing rates of the ENGINEER as defined in Section 5.1.2. above.
- 5.1.3.2. In connection with administering sub-contracts for services by others than described in Section 5.1.3.1. ante, an amount equal to the actual costs billed to the ENGINEER, plus 5% to cover overhead and handling.
- 5.1.3.3. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names.

5.1.4. As per Section 2.1, the OWNER authorizes the ENGINEER to perform the work as detailed below. The authorized design and construction phase work is estimated to be \$16,000, and work will not be performed in excess of this amount without prior authorization by the OWNER.

Design	\$ <u>6,000</u>
Construction Observation	\$ 10,000
TOTAL	\$ <u>16,000</u>

5.2 General

- 5.2.1. If any portion of the Project is not bid or put under contract for a period of 6 months after completion of the design phase, the ENGINEER's compensation shall be in accordance with the subsection 5.1.1.
- 5.2.2. If this Agreement is terminated upon completion of any phase of the ENGINEER's services, the progress payments to be made in accordance with Section 5.1. on account of that and all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work, the ENGINEER shall be paid for services performed during such phase on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER shall be paid all terminal expenses resulting therefrom plus payment for additional services then due.
- 5.2.3. If, prior to termination of this Agreement, any work designed or specified by the ENGINEER during any phase of the work is suspended in whole or in part for more than three months, or abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed on account of it prior to receipt of such notice from the OWNER as provided in Section 5.2.2. for termination during any phase of the work.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

This agreement may be terminated by the OWNER upon giving notice in writing to the ENGINEER at his last know post office address. Upon such termination, the ENGINEER shall cause to be delivered to the OWNER all drawings, specifications, partial and completed estimates and data, if any completed pursuant to the agreement up to date of termination with the understanding that all such material becomes the property of the OWNER. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5.2 of PAYMENTS TO THE ENGINEER.

6.2 Indemnification

The ENGINEER will indemnify and hold harmless the OWNER and its agents and employees from and against all claims, damages, losses and expenses, including attorney fees arising out of or resulting from the performance of the Engineering Services under this Agreement which is caused in whole or in part by any negligent or willful act or omission of the ENGINEER or anyone directly or indirectly employed by the ENGINEER or any one for whose acts the ENGINEER may be liable.

6.3 Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER may, at his expense, obtain a set of reproducible record prints of drawings and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements thereto and he will not sell, publish or display them publicly. Reuse for extensions of the Project, or for new projects, shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER.

6.4 Estimates

Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the ENGINEER does not guarantee the accuracy of such estimates as compared to the contractor's bids or the Project construction cost.

6.5 Insurance

The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this agreement. ENGINEER shall cause the OWNER to be named as an additional insured on such coverage.

GENERAL LIABILITY	
EACH OCCURRENCE	\$1,000,000
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
MED EXP (Any one person)	\$10,000
PERSONAL & ADV INJURY	\$1,000,000
GENERAL AGGREGATE	\$3,000,000
PRODUCTS – COMP/OP AGG	\$3,000,000
AUTOMOBILE LIABILITY	\$1,000,000
UMBRELLA LIABILITY	
EACH OCCURRENCE	\$3,000,000
AGGREGATE	\$3,000,000
WORKERS COMPENSATION AND EMPLOYERS'	
LIABILITY	
E.L. EACH ACCIDENT	\$1,000,000
E.L. DISEASE – EA EMPLOYEE	\$1,000,000
E.L. DISEASE – POLICY LIMIT	\$1,000,000

6.6 Successors and Assigns

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

6.7 Audit and Access to Records

- 6.7.1. The ENGINEER agrees to include Sections 6.7.2. through 6.7.5. below in all his contracts and all subcontracts directly related to project performance which are in excess of \$25,000.
- 6.7.2. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency grant work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The local agency shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- 6.7.3. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- 6.7.4. The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to Section 6.7.2. above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency will afford the ENGINEER an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- 6.7.5. Records under Section 6.7.2. above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

6.8 Covenant Against Contingent Fees

The ENGINEER warrants that no person or sealing agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 7 - SPECIAL PROVISIONS

The OWNER and the ENGINEER mutually agree that this Agreement shall be subject to the following special provisions, which together with the provisions hereof and the exhibits hereto represent the entire Agreement between the OWNER and the ENGINEER; they may only be altered, amended or repealed by a duly executed written instrument.

All additions and deletions made in the printed words of this Agreement were so made prior to its execution by the parties hereto.

That the ENGINEER certifies that the services of anyone that has been debarred or suspended under the Federal Executive Order 12549 has not or will not be used for planning, design and construction work.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the ground of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

SECTION 109 OF TITLE 1 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

INTEREST OF MEMBERS OF A UNIT LOCAL GOVERNMENT OR OTHER PUBLIC OFFICIALS

No member of the governing body of the Unit of Local Government and no other officer, employee, public official, or agent of the Unit of Local Government who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.

INTEREST OF CONSULTANT AND EMPLOYEES

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this contract, no person having such interest shall be employed.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of work under this Agreement, the ENGINEER, for himself, his assignees and successors in interest agrees to conform to the requirements of the "Special Provisions for Fair Employment Practices" of the Illinois Department of Transportation. The words "contract" and "contractor" in the special provision shall be interpreted to mean "Agreement" and "ENGINEER" respectively.

(Remainder of Page is Blank)

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

	OWNER:
	CITY OF DIXON, ILLINOIS
	BY
	TitleJames Burke, Mayor
ATTEST:	
BY	
Title Kathe Swanson, City Clerk	
(SEAL)	
	ENGINEER:
	WILLETT, HOFMANN & ASSOCIATES, INC. BY LUGUM HAWS
	Title VICE PRESIDENT
ATTEST:	
BY TOMAN W TOM	
Title: SECRETARY	
(SEAL)	



April 1, 2012

GENERAL RATES FOR ENGINEERING SERVICES (FIELD AND OFFICE)

CLASSIFICATION OF EMPLOYEE	1	HOURLY TE	OVERTIME RATE
-	_	_	
T	From	То	
Engineering Manager II	\$127.00	\$176.00	Regular Rate
Engineering Manager I	\$109.00	\$155.00	Regular Rate
Civil Engineer IV	\$100.00	\$143.00	Regular Rate
Civil Engineer III	\$86.00	\$128.00	Regular Rate
Civil Engineering Intern II	\$71.00	\$107.00	Regular Rate
Civil Engineering Intern I	\$65.00	\$90.00	Regular Rate
Architect IV	\$103.00	\$146.00	Regular Rate
Architect III	\$92.00	\$128.00	Regular Rate
Architectural Intern II	\$74.00	\$104.00	Regular Rate
Architectural Intern I	\$62.00	\$87.00	Regular Rate
Prof. Land Surveyor Manager	\$80.00	\$122.00	Regular Rate
Prof. Land Surveyor IV	\$74.00	\$113.00	Regular Rate
Prof. Land Surveyor III	\$68.00	\$104.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$59.00	\$84.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$50.00	\$72.00	Regular Rate
Technician IV	\$65.00	\$90.00	1.3 x Regular Rate
Technician III	\$56.00	\$84.00	1.3 x Regular Rate
Technician II	\$50.00	\$72.00	1.3 x Regular Rate
Technician I	\$44.00	\$63.00	1.3 x Regular Rate
Survey Party Chief	\$68.00	\$99.00	1.3 x Regular Rate
Survey Party Member	\$53.00	\$84.00	1.3 x Regular Rate
Administrative Assistant	\$47.00	\$66.00	1.3 x Regular Rate
Expenses and Materials	At	Cost	U

The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.

Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period.

STATE OF ILLINOIS)	TO THE LEE COUNTY BOARD
COUNTY OF LEE)	#12-D
IN THE MATTER OF THE PETITION) PETITION NO12-P-1484
OF	
Kreider Services .	
629 Palmyra Road	
Dixon, Illinois 61021)
PETITION: Sp	pecial Use
The PetitionerKreider Service	cesstates as follows:
1. The Petitioner owns the real index number: 07-02-31-32	estate legally described as permanent real estate 7-001 & 07-02-31-327-002
- · · ·	is described as: west side of Palmyra Road, n of IL RT 2, Section 31, Dixon Township.
3. The property is currently zo	ned: C-3 General Business District.
	Special Use be allowed in the C-3 District for the itional (cardboard and plastic), and food scrap materials.
one year from date of granting thereof, then, withou	where a special use has not been established (substantially under way) within at further action by the County Board, the special use or authorization thereo see County Zoning Administrator, circumstances beyond the control of the been impossible.
	141 / 1/201
	Petitioner 7
	Petroner of Slaver 30 06T. 2012
Send Bill to:	Date
Kreider Services 500 Anchor Road	

Dixon, Illinois 61021 815-288-6691

ZONING BOARD OF APPEALS PUBLIC HEARING TO BE HELD: Thursday, December 6, 2012–7:00 p.m. 3rd floor, Boardroom 112 East Second Street, Old Lee County Courthouse, Dixon, Illinois 61021

STATE OF ILLINOIS) COUNTY OF LEE) ss CITY OF DIXON)	TO THE CITY COUNCIL OF THE CITY OF DIXON
In the Matter of the Petition of:	
CONNIE SPENCER 1958 Hidden Shores Dixon, IL 61021) PETITION) UNDER ZONING ORDINANCE) TO THE PLAN COMMISSION)

Your Petitioner, CONNIE SPENCER, whose residence address is 1958 Hidden Shores, Dixon, Illinois, respectfully states as follows:

1. She desires to lease approximately 3,432 square feet of the building located on the following described real estate (legal description):

A part of Lot Sixteen (16), of Assessor's Plat Number Two (2), in the Northwest Quarter (NW 1/4) of Section Thirty-Two (32), in Township Twenty-Two (22) North, Range Nine(9) East of the Fourth Principal Meridian, in the City of Dixon, described as follows:

Beginning at a point on the North line of said Lot Sixteen (16), 370.61 feet East of the Northwest corner of Lot Seventeen (17) of said Assessor's Plat Number Two (2); thence extending Easterly on the said North line of said Lot Sixteen (16), 150.0 feet; thence Southeasterly at an angle of 108 degrees 03 minutes measured counterclockwise from the last described course 432.56 feet to the centerline of Court Street (formerly North Court Street); thence Southwesterly on the said centerline and at an angle of 77 degrees 54 minutes measured counterclockwise from the last described course, 227.82 feet; thence Northwesterly at an angle of 95 degrees 02 minutes measured clockwise from the last described course, 220.83 feet; thence Northerly at an angle of 179 degrees 03 minutes measured counterclockwise from the last described course 218.79 feet to the said point of beginning, situated in the County of Lee and State of Illinois,

otherwise known as 141 North Court, Dixon, Illinois. A diagram of the leased portion of the premises is attached hereto and made a part hereof as "Petitioner's Exhibit A".

Also attached hereto and incorporated herein is a letter signed by MR. KRISTOPHER BRANTLEY which authorizes the Ms. Spencer to petition for the zoning change requested herein. The letter is identified as "Petitioner's Exhibit B".

- 2. The premises above are presently classified as "R-3" as defined in Section _____ of the City Code of the City of Dixon, Lee County, Illinois. Your Petitioner, Ms. SPENCER, desires that the leased portion of the premises be granted a "Special Use" thereunder for the purpose of operating a "Private Recreation" business as defined in said Zoning Ordinance.
 - 3. In support hereof, your Petitioner states as follows:

Ms. Spencer is a personal trainer and a certified Kettlebell Instructor. She currently operates a center in Dixon, Illinois, known as Synergy Kettlebell Training. The location at 141 North Court would give her additional space for her customers and the requested "Special Use" would be consistent with the intended use of the leased portion of the building.

Adequate off-street parking for the intended use is available.

WHEREFORE, your Petitioner, CONNIE SPENCER, prays that the above described premises be granted a Special Use as a Private Recreation facility.

Respectfully submitted,

CONNIE SPENCER, Petitioner

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October 26, 2012

To: Plan Commission

City of Dixon, Illinois

Dear Gentlemen and Ladies:

On behalf of Northridge Properties, I write in support of the Petition to be filed by Ms. Connie Spencer seeking a "Special Use" for a portion of the property commonly known as 141 North Court, Dixon, Illinois. Ms. Spencer will be the Lessee of approximately 3,432 square feet of the building and has my authorization to file the Petition requesting said "Special Use" for "Private Recreation" use of that space. The property is currently zoned as "R-3".

If you have any questions about this matter, you may contact me at 815-440-0983.

Thank you for your consideration of this matter.

Very truly yours,

Kristopher Brantley