

COUNCIL OF THE CITY OF DIXON, ILLINOIS
REGULAR COUNCIL MEETING
COUNCIL CHAMBERS - CITY HALL
MONDAY, DECEMBER 4, 2017
5:30 P.M.

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance/Invocation
4. Swearing in of Police Staff
 - a. Sgt. Ryan Bivins
 - b. Officer Chris Scott
5. Works Session
6. Approval of Minutes
7. Approval of Total Labor and Outside Claims
8. Department Reports
 - a. Chief Shipman – ISO Report
9. City Manager Report
10. Council Reports
 - a. Mayor Arellano
 - b. Councilman Considine
 - c. Councilman Marshall
 - d. Councilman Marx
 - e. Councilman Venier
11. Boards & Commissions Reports
 - a. Monthly Building Permit Report
 - b. Airport Board Minutes
12. Visitors/Public Comment
13. Ordinances
 - a. For the Levy and Assessment of taxes for the fiscal year beginning May 1, 2017 and ending April 30, 2018.

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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14. Resolutions

- a. Reappointment Colleen Henkel, Lynette Knodle, and Doug Lee to the KSB Board of Directors.
- b. Resolution creating Brownfield Redevelopment Advisory Committee and Appointment of members.

15. Motions

- a. Discussion and possible approval of a residential garbage contract between the City of Dixon and Allied Waste Transportation, Inc.
- b. Discussion and possible approval of a disposal agreement between the City of Dixon and Lee County Landfill, Inc. relating to disposal and treatment of sludge and leachate.
- c. Discussion and possible approval of a contract between the City of Dixon and Illinois Counties Risk Management Trust for Liability and Compensation insurance effective January 1, 2018.
- d. Discussion and possible approval entering into a contract between the City of Dixon and Azavar Audit Solutions, Inc. relating to auditing Dixon's revenue sources.

16. Adjournment

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AGENDA

SUPPLEMENTAL INFORMATION

13. Ordinances

- a. For the Levy and Assessment of taxes for the fiscal year beginning May 1, 2017 and ending April 30, 2018.

14. Resolutions

- a. Reappointment Colleen Henkel, Lynette Knodle, and Doug Lee to the KSB Board of Directors.
- b. Resolution creating Brownfield Redevelopment Advisory Committee and Appointment of members. The members are Tim Trader, Jim Smith, Matt Heckman, Paul Shiaras, Ryan Harrison, Scott Brown, Stacey Colledge, and Mayor Li Arellano.

15. Motions

- a. Discussion and possible approval of a residential garbage contract between the City of Dixon and Allied Waste Transportation, Inc.
- b. Discussion and possible approval of a disposal agreement between the City of Dixon and Lee County Landfill, Inc. relating to disposal and treatment of sludge and leachate.
- c. Discussion and possible approval of a contract between the City of Dixon and Illinois Counties Risk Management Trust for Liability and Compensation insurance effective January 1, 2018. The City received three bids for Liability and Compensation with Illinois Counties Risk Management Trust coming in at the best rate.
- d. Discussion and possible approval entering into a contract between the City of Dixon and Azavar Audit Solutions, Inc. relating to auditing Dixon's revenue sources. Azavar will compare service addresses within Dixon's corporate limits with the addresses used by electric, gas, telecom and retail companies that remit taxes to the City. Dixon's revenues could be increased by collecting monies from addresses not properly recognized in the past.

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CALL TO ORDER

The meeting was called to order by Mayor Arellano.

ROLL CALL/INVOCATION

Councilmen Considine, Marshall, Marx, Venier, and Mayor Arellano answered Roll Call. The Pledge of Allegiance was cited.

PUBLIC HEARING

Mayor Arellano opened the Public Hearing with respect to the 2017 Tax Levy at 5:31 PM. There was no comment. Mayor Arellano closed the public hearing at 5:32 PM.

OATH OF OFFICE

Mayor Arellano issued the oath of office to Police Chief Steve Howell. At 5:34 PM a short recess was taken so family could take pictures with Chief Howell. The meeting resumed at 5:37 PM.

RETIREMENT – OFFICER LESLIE SHAW

City Manager gave a summary of Officer Shaw's years as a Dixon Police Officer and honored him for his many years of service. Police Chief Howell presented Officer Shaw with a Shadow Box containing his uniform and badge. Officer Shaw thanked the audience for the recognition.

APPROVAL OF MINUTES

Councilman Marshall moved to approve the regular and executive minutes of the Regular Session Council meeting of Monday November 6, 2017. 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 Marx moved that the total labor and outside claims in the amount of \$158,872.73 be approved and ordered paid. Seconded by Councilman Marshall. Councilman Venier asked about a \$16,619 repair expenditure in the Police department. City Manager Langloss said that was repairs due to a lightening hit. Insurance has reimbursed the City for the majority of the amount. Councilman Considine asked if the budgeted amount for Christmas decorations have been used and wondered when the decorations would be put up. Curt Phillips said that they have not spent any of the money for decorations and hoped to begin decorating on Tuesday, November 21st. Voting Yea:

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

APPROVAL OF OCTOBER 2017 YTD FINANANCIAL SUMMARY

Councilman Considine moved that the year-to-date Financial Summary through October 31, 2017, be accepted. Seconded by Councilman Marx. Voting Yea: Councilman Considine, Marshall, Marx, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

DEPARTMENT HEAD REPORTS

Allen Philhower, IT Manager, updated the Council on the Library network project. He said his department redid most of the cabling and moved servers. There are now 63 places for computers in the library. He also coordinated with Comcast and Century Link to have them run new wire to the Library. The library is now cloud based. This was a major overhaul and should last 20 years.

CITY MANAGER REPORT

City Manager Danny Langloss informed the Council that there had been a bomb threat at Dixon High School this morning. The case has been solved and no one was injured. He mentioned that he won't be here for the December 4th meeting and plans to have the garbage contract on that agenda. Tomorrow he will be meeting with engineers with respect to the City Hall remodel. He is working on locking down the strategic planning and goal setting meetings.

COUNCIL REPORTS

Mayor Arellano – Mentioned that Public Works has applied for a grant for Anchor Road; the Library Board is in need of a new member; Appointments for the Brown Field Committee will take place at the December 4th meeting; received a lot of positive comments about the Janis Joplin show; Mount Morris has asked to be in the Enterprise Zone and is going through the process; Mentioned that Dec 4th is the flag raising event of the IL Bicentennial Flag.

Councilman Venier –The Janis Joplin event was the best-selling event so far and was a great production. On December 6, a Charlie Brown Christmas will be showing. Would like to see the flag on the Dixon Arch on Memorial Day; would like to have a State of the City Address; and discussed hiring a City photographer.

Councilman Considine – Would like to see a committee for theatre put together as soon as possible.

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Councilman Marshall – The Dixon Chamber Main Street open house was great. The building looks good. Reminded everyone about Small Shop Saturday.

ORDINACE # 3068 – ANNEXING 2310 W. FOURTH STREET

Councilman Venier moved to approve an ordinance annexing certain territory to the City of Dixon, Lee County, Illinois (2310 W. Fourth Street). Seconded by Councilman Considine. Attorney LeSage said that all the requisite notices have been sent out and an affidavit was given to the County Recorder. This will be zoned at B-2 general business. There is no promise of tax abatements. Discussion ensued about tax abatements. Voting Yea: Councilman Considine, Marshall, Marx, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

ORDINACE # 3069 – ANNEXING 1009 FOURTH AVENUE

Councilman Marx moved to approve an ordinance annexing certain territory to the City of Dixon, Lee County, Illinois (1009 Fourth Avenue). Seconded by Councilman Venier. Dr. Strom is in the process of extending city water to the house. There is no promise of tax abatements. Voting Yea: Councilman Considine, Marshall, Marx, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

ORDINACE # 3070 – ANNEXING 1501 BRINTON AVENUE

Councilman Marx moved to approve an ordinance annexing certain territory to the City of Dixon, Lee County, Illinois (1501 Brinton Avenue). Seconded by Councilman Venier. Attorney LeSage explained that schools are zoned R-1. If they use the property for school functions it can stay zoned as R-1. If they wish to use for something different, they will need to come back and ask for a special use. Voting Yea: Councilman Considine, Marshall, Marx, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

AIRPORT HANGAR LEASE FORM

Councilman Considine moved to approve the form for the airport hangar leases. Seconded by Councilman Venier. City Attorney LeSage stated this is just approval of the form. The next item allows the City manager to enter into new leases. The form was reviewed by Councilman Marx, Matt Heckman, and the Airport Board. Voting Yea: Councilman Considine, Marshall, Marx, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

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AUTHORIZING CITY MANAGER TO ENTER INTO AIRPORT HANGAR LEASES

Councilman Venier moved to authorize the City Manager to enter into hangar leases at the Dixon Municipal Airport using the City Council approved form as may be necessary from time to time. Seconded by Councilman Marshall. Voting Yea: Councilman Considine, Marshall, Marx, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

CONTRACT WITH HELATH CARE SERVICE CORPORATION

Councilman Marshall moved to authorize the Mayor to execute a contract with Health Care Service Corporation for employee group health insurance for a plan year commencing January 1, 2018. Seconded by Councilman Marx. Voting Yea: Councilman Considine, Marshall, Marx, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

EXECUTIVE SESSION

Councilman Marx moved that the Regular Council Meeting of Monday, November 20, 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. Seconded by Councilman Marshall. Voting Yea: Councilman Considine, Marshall, Marx, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

RECONVENE MEETING

Councilman Considine moved that the Regular Council Meeting of Monday November 20, 2017, reconvene into Open Session. Seconded by Councilman Marx. Voting Yea: Councilman Considine, Marshall, Marx, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.**

ADJOURNMENT

Councilman Venier moved that the Regular Council Meeting of Monday, November 20, 2017, be adjourned to meet in Regular Session on Monday, December 4, 2017, at 5:30 p.m. in the Council Chambers at City Hall. Seconded by Councilman Marshall. Voting Yea: Councilman Considine, Marshall, Marx, Venier and Mayor Arellano. Voting Nay: None. **Motion carried.** The meeting adjourned at 8:12 p.m.

Becky Fredericks, City Clerk

Report Criteria:

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

Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
		565	NORTH'S OIL COMPANY	3047706	DIESEL FUEL	11/24/2017	6,112.80	.00	
		565	NORTH'S OIL COMPANY	3047707	GASOHOL/OCTANE	11/24/2017	3,232.31	.00	
		1493	VISION SERVICE PLAN (IL)	12 2017	COBRA	11/27/2017	6.85	.00	
		Total :					9,351.96	.00	
		455	LAW OFFICES OF JOHNSON & BUH	2017-DIX-003	ATTORNEY FEES FOR CITY ORDINAN	11/01/2017	5,425.00	.00	
		828	WARD MURRAY PACE & JOHNSON	146380	OCT GENERAL	11/13/2017	12,513.69	.00	
		1457	MUNICIPAL CLERKS OF ILLINOIS	11 2017	CLERK DUES	11/17/2017	65.00	.00	
		Total COUNCIL:					18,003.69	.00	
		629	QUILL CORPORATION	2664286	COFFEE/BREAKROOM	11/21/2017	21.97	.00	
		1291	PETTY CASH - STEPHAMIE TERRANO	03571	WATER	10/11/2017	19.90	.00	
		Total ECONOMIC DEVELOPMENT:					41.87	.00	
		122	CENTURYLINK	11 2017 #9672	CITY HALL #304029672	11/19/2017	90.99	.00	
		629	QUILL CORPORATION	2664286	OFFICE SUPPLIES	11/21/2017	45.96	.00	
		Total FINANCE:					136.95	.00	
		1623	BLUE CROSS AND BLUE SHIELD OF I	BINDER 2018	MEDICAL INSURANCE PREMIUMS	11/21/2017	127,205.00	127,205.00	11/21/2017
		Total MEDICAL FUND EXPENSES:					127,205.00	127,205.00	
		362	IL FIRE & POLICE COMMISSIONERS A	10 2017	2018 MEMBERSHIP DUES	10/01/2017	375.00	.00	
		878	ARTHUR'S GARDEN DELI	3970	LUNCH SANDWICHES FOR PC INTER	11/09/2017	14.85	.00	
		Total FIRE/ POLICE COMMISSION:					389.85	.00	
		612	PJ GREUFE & ASSOCIATES	1506	MONTHLY HR CONSULTANT- NOV 201	11/05/2017	1,500.00	.00	
		Total HUMAN RESOURCES:					1,500.00	.00	
		148	COMCAST CABLE	11 2017 #0020	FIRE #877103010060020	11/26/2017	109.85	.00	
		148	COMCAST CABLE	11 2017 #2219	CITY HALL #8771103010032219	11/26/2017	136.20	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total INFORMATION TECHNOLOGY:								
INFRASTRUCTURE FUND	1316	FEHR GRAHAM & ASSOCIATES	79543	16-360A DEPOT AVE WATERMAIN REC	10/31/2017	5,800.00	.00	
Total INFRASTRUCTURE FUND EXPENSES:								
MUNICIPAL	52	AUCA CHICAGO MC LOCKBOX	1591198170	CITY HALL MATS	11/21/2017	89.42	.00	
MUNICIPAL	146	COM ED	11 2017 #3003	105 W RIVER #0404033003	11/21/2017	272.02	.00	
MUNICIPAL	146	COM ED	11 2017 #3071	0 PEORIA #0603133071	11/21/2017	88.45	.00	
MUNICIPAL	157	CONSTELLATION NEW ENERGY INC	0042377259	0 GRAHAM #2483157028	11/10/2017	12,555.77	.00	
Total MUNICIPAL:								
RECOVERY FUND EXPE	1316	FEHR GRAHAM & ASSOCIATES	79544	17-067A PRELIM ENGINEERING BIKE	10/31/2017	26,506.25	.00	
RECOVERY FUND EXPE	1316	FEHR GRAHAM & ASSOCIATES	79546	17-526 GALENA AVE WATER MAIN RE	10/31/2017	5,775.00	.00	
Total RECOVERY FUND EXPENSES:								
CAPITAL FUND EXPENSE	677	SBM STERLING BUSINESS CENTER	383591	TRANSFORM 2 TRAINING TABLES/HO	11/13/2017	19,974.00	.00	
CAPITAL FUND EXPENSE	727	STERLING FENCE COMPANY	172019	DEMENT ENTRANCE GATE ADDITION	11/07/2017	412.30	.00	
CAPITAL FUND EXPENSE	1316	FEHR GRAHAM & ASSOCIATES	79514	16-360 DEPOT AVE	10/31/2017	8,515.00	.00	
CAPITAL FUND EXPENSE	1316	FEHR GRAHAM & ASSOCIATES	79545	17-326 EMERG ACTION PLAN E BRAN	10/31/2017	2,417.00	.00	
CAPITAL FUND EXPENSE	1596	MIRROR LANDSCAPES	17025	COURTHOUSE WALL - 3RD INSTALLM	11/28/2017	15,609.22	.00	
Total CAPITAL FUND EXPENSES:								
BUILDING ZONING	4	ACE HARDWARE	497224	MARK PROP PINS/MARKING PAINT	11/20/2017	5.93	.00	
BUILDING ZONING	122	CENTURYLINK	11 2017 #5726	BLDG #304025726	11/19/2017	32.37	.00	
Total BUILDING ZONING:								
STREETS	85	BONNELL INDUSTRIES INC	0176681-IN	CYLINDER 4X10	11/09/2017	430.00	.00	
STREETS	85	BONNELL INDUSTRIES INC	0176683-IN	WING CHECK	11/09/2017	126.98	.00	
STREETS	85	BONNELL INDUSTRIES INC	0176687-IN	CYLINDER 4X10	11/09/2017	430.00	.00	
STREETS	85	BONNELL INDUSTRIES INC	0176724-IN	DUMP TRUCK LENS	11/13/2017	22.60	.00	
STREETS	85	BONNELL INDUSTRIES INC	0176762-IN	ALUM PORK CHOP BOX/GMC TRUCK	11/14/2017	553.70	.00	
STREETS	85	BONNELL INDUSTRIES INC	0176790-IN	TRUCK REPAIR U16 COVERFLOW	11/15/2017	104.98	.00	
STREETS	555	NICOR	11 2017 1 #0009	621 W 7TH #71846910009	11/20/2017	182.23	.00	
STREETS	565	NORTH'S OIL COMPANY	3047670	CHEVRON URSA	11/15/2017	438.00	.00	
STREETS	627	QUALITY READY MIX CONCRETE INC	26535	RTE 38	10/30/2017	43.75	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
STREETS	635	RAYNOR DOOR AUTHORITY	127131	DELTA 3 RECEIVER/LINEAR, DELTA TR	11/09/2017	369.00	.00	
STREETS	650	ROCK RIVER READY MIX	8197	IDLE OAKS/GREAT OAKS LANE	11/03/2017	207.00	.00	
STREETS	650	ROCK RIVER READY MIX	8219	IDLE OAK	11/06/2017	207.00	.00	
STREETS	650	ROCK RIVER READY MIX	8262	IDLE OAK	11/08/2017	491.62	.00	
STREETS	1049	KALEEL'S CLOTHING AND PRINTING	11 2017 1 SHERIDAN	CLOTHING SHERIDAN	11/18/2017	35.00	.00	
STREETS	1049	KALEEL'S CLOTHING AND PRINTING	11 2017 SPRATT	CLOTHING SPRATT	11/17/2017	177.00	.00	
STREETS	1539	CIVIL MATERIALS	110205	HOT MIX	11/15/2017	469.22	.00	
Total STREETS:						4,288.08	.00	
PUBLIC PROPERTY	4	ACE HARDWARE	495735	DISPOSABLE EAR PLUGS/WELDABLE	11/08/2017	24.28	.00	
PUBLIC PROPERTY	4	ACE HARDWARE	495956	BANNER ARMS/ALLEN HEX	11/09/2017	11.88	.00	
PUBLIC PROPERTY	4	ACE HARDWARE	496545	CLAMP/SILICONE	11/14/2017	20.26	.00	
PUBLIC PROPERTY	4	ACE HARDWARE	496627	HOLIDAY DECOR/C9 CLEAR TRANS 4	11/15/2017	22.43	.00	
PUBLIC PROPERTY	4	ACE HARDWARE	496807	HOLIDAY DECOR/C9 CLEAR TRANS 4	11/16/2017	35.82	.00	
PUBLIC PROPERTY	4	ACE HARDWARE	496808	EFL STAFF ORANGE	11/16/2017	26.89	.00	
PUBLIC PROPERTY	52	AUCA CHICAGO MC LOCKBOX	1591184019	PAPER/SHOP TOWELS	11/09/2017	98.15	.00	
PUBLIC PROPERTY	412	JOHN DEERE FINANCIAL	872080	MOWER DECK HANGERS/EYEBOLT	11/13/2017	35.96	.00	
PUBLIC PROPERTY	412	JOHN DEERE FINANCIAL	872081	BULB	11/13/2017	7.59	.00	
PUBLIC PROPERTY	555	NICOR	11 2017 #1954	105 W RIVER #69412191954	11/17/2017	52.61	.00	
PUBLIC PROPERTY	555	NICOR	11 2017 #5293	668 VET MEM #2869455293	11/21/2017	33.07	.00	
PUBLIC PROPERTY	728	STERLING NAPA AUTO PARTS	920179	SMALL LIGHT BULB	11/06/2017	9.99	.00	
Total PUBLIC PROPERTY:						378.93	.00	
CEMETERY	4	ACE HARDWARE	495957	CHAINSAW SHARPEN/CURLEX BLAN	11/09/2017	64.29	.00	
CEMETERY	412	JOHN DEERE FINANCIAL	872236	JD MOWER BAGGER/SHROUD	11/13/2017	100.66	.00	
CEMETERY	412	JOHN DEERE FINANCIAL	873041	TORQ GARD SAE 30CF	11/17/2017	40.68	.00	
CEMETERY	555	NICOR	11 2017 #0002	416 S DEMENT #36491320002	11/17/2017	61.09	.00	
CEMETERY	555	NICOR	11 2017 #0009	NS RT 38 1W CHURCH #94871910009	11/14/2017	88.72	.00	
CEMETERY	627	QUALITY READY MIX CONCRETE INC	26487	RTE 38	10/20/2017	201.00	.00	
CEMETERY	728	STERLING NAPA AUTO PARTS	921025	SIP PUMP	11/11/2017	4.29	.00	
Total CEMETERY:						560.73	.00	
PUBLIC SAFETY BUILDIN	52	AUCA CHICAGO MC LOCKBOX	1591192954	RUG SERVICE/PSB POLICE SIDE	11/16/2017	31.50	.00	
PUBLIC SAFETY BUILDIN	52	AUCA CHICAGO MC LOCKBOX	1591198169	JANITORIAL SUPPLIES	11/21/2017	110.26	.00	
PUBLIC SAFETY BUILDIN	201	DIXON COMMERCIAL ELECTRIC CO.	02381	INTERIOR/EXTERIOR LIGHT REPAIRS	11/01/2017	767.50	.00	
PUBLIC SAFETY BUILDIN	1173	DIRECT IN SUPPLY	104193	JANITOR SUPPLIES	11/22/2017	115.00	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total PUBLIC SAFETY BUILDING:								
DOWNTOWN MAINTENA	505	MENARDS	83493	PIPE INSULATION	11/21/2017	1,024.26	.00	
Total DOWNTOWN MAINTENANCE:								
TRAFFIC MAINTENANCE	148	COMCAST CABLE	11 2017 #6520	TRAFFIC MAINT #8771103010166520	11/27/2017	69.95	.00	
TRAFFIC MAINTENANCE	748	TAPCO	18746	CREDIT	02/24/2017	292.31-	.00	
TRAFFIC MAINTENANCE	748	TAPCO	1581734	SIGN 48" ROLLUP FLAGGER AHEAD/S	10/19/2017	100.60	.00	
TRAFFIC MAINTENANCE	748	TAPCO	1583430	BLANK 24X30/BLANK 30X30/BLANK 24	11/03/2017	655.50	.00	
TRAFFIC MAINTENANCE	748	TAPCO	1583899	SQUARE POST MOUNT ANCHOR	11/09/2017	120.23	.00	
Total TRAFFIC MAINTENANCE:								
WATER	4	ACE HARDWARE	495150	TAP PIPE/ADAPTER/BUSHINGS	11/03/2017	40.09	.00	
WATER	4	ACE HARDWARE	496136	GAS 3" WATER PUMP RENTAL	11/10/2017	62.00	.00	
WATER	4	ACE HARDWARE	496546	THRMSTAT HEAT ONLY	11/14/2017	21.59	.00	
WATER	4	ACE HARDWARE	496563	ADAPTER	11/14/2017	8.98	.00	
WATER	52	AUCA CHICAGO MC LOCKBOX	1591198174	RUBBER MATS	11/21/2017	70.39	.00	
WATER	53	AUTOMATIC CONTROL SERVICES	3906	WELL #3-5 SCADA SYSTEM ALARMS	11/08/2017	1,290.10	.00	
WATER	58	BADGER METER INC	1199382	6 MODEL 25 5/8X3/4 METERS	11/03/2017	1,019.10	.00	
WATER	58	BADGER METER INC	1199382	FREIGHT	11/03/2017	18.62	.00	
WATER	148	COMCAST CABLE	11 2017 #0059	WATER #8771103010180059	11/20/2017	109.85	.00	
WATER	169	CUMMINS CENTRAL POWER	070-13547	MAIN PLANT GENERATOR REPAIRS	11/16/2017	2,670.24	.00	
WATER	169	CUMMINS CENTRAL POWER	07013550	GENERATOR ENGINE START BATTER	11/16/2017	189.71	.00	
WATER	169	CUMMINS CENTRAL POWER	070-13552	GENERATOR ENGINE START BATTER	11/16/2017	189.71	.00	
WATER	201	DIXON COMMERCIAL ELECTRIC CO.	02382	MAIN PUMP TIME DELAY WIRING REP	10/30/2017	122.50	.00	
WATER	254	FARLEY'S APPLIANCE	205444	THERMOSTAT	10/30/2017	16.98	.00	
WATER	284	WELLS FARGO VENDOR FIN SERV	67733431	SHARP COPIER	11/12/2017	159.40	.00	
WATER	317	HBK WATER METER SERVICE INC	1707733	BENCH TEST	11/14/2017	21.00	.00	
WATER	317	HBK WATER METER SERVICE INC	1707733	FREIGHT	11/14/2017	13.00	.00	
WATER	492	MARTIN & COMPANY EXCAVATING	26068	3/8 SURFACE	11/11/2017	501.50	.00	
WATER	555	NICOR	11 2017 #0001	92 ARTESIAN #66291320001	11/17/2017	502.67	.00	
WATER	555	NICOR	11 2017 #0004	520 E RIVER #59491320004	11/17/2017	126.38	.00	
WATER	555	NICOR	11 2017 #3337	1740 N BRINTON #99497593337	11/22/2017	88.21	.00	
WATER	596	PEST CONTROL CONSULTANTS	75886	MONTHLY PEST CONTROL	11/06/2017	68.00	.00	
WATER	627	QUALITY READY MIX CONCRETE INC	26448	STREET REPAIRS RT 2	10/16/2017	1,040.00	.00	
WATER	629	QUILL CORPORATION	107647702	2 CLOCKS/GLIP BOARDS	10/30/2017	81.94	.00	
WATER	635	RAYNOR DOOR AUTHORITY	127107	REPAIRS TO DOOR @ MAIN PLANT	11/09/2017	351.00	.00	
WATER	1049	KALEEL'S CLOTHING AND PRINTING	11 2017 SMITH	CLOTHING SMITH	11/17/2017	144.00	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
WATER	1612	CORE & MAIN LP	1068871	REPAIR CLAMPS	11/07/2017	319.97	.00	
WATER	1612	CORE & MAIN LP	1068871	FREIGHT	11/07/2017	31.18	.00	
Total WATER:								
SEWAGE TREATMENT	52	AUCA CHICAGO MC LOCKBOX	1591189335	MATS	11/14/2017	46.83	.00	
SEWAGE TREATMENT	104	C & N SUPPLY	55282	SHIPPING LAB SAMPLES	11/08/2017	16.81	.00	
SEWAGE TREATMENT	104	C & N SUPPLY	55315	SHIPPING LAB SAMPLES	11/16/2017	17.29	.00	
SEWAGE TREATMENT	122	CENTURYLINK	11 2017 #7784	WWTP #304027784	11/19/2017	265.02	.00	
SEWAGE TREATMENT	148	COMCAST CABLE	11 2017 #3241	SEWER #8771103020013241	11/16/2017	129.85	.00	
SEWAGE TREATMENT	201	DIXON COMMERCIAL ELECTRIC CO.	02383	KTK MINI FUSES/10 EA	11/09/2017	95.70	.00	
SEWAGE TREATMENT	555	NICOR	11 2017 #0003	2400 W 1ST #44122320003	11/17/2017	157.27	.00	
SEWAGE TREATMENT	555	NICOR	11 2017 1 #0002	2600 W THIRD #54122320002	11/17/2017	794.27	.00	
SEWAGE TREATMENT	682	SCHMITT PLUMBING & HEATING	52862	HOLE IN DIAPHRAGM/LABOR	07/31/2017	88.00	.00	
SEWAGE TREATMENT	682	SCHMITT PLUMBING & HEATING	53363	LOWER TRASH PUMP IN PIT	10/25/2017	188.00	.00	
SEWAGE TREATMENT	682	SCHMITT PLUMBING & HEATING	53397	RAISE TRASH PUMP OUT PIT	10/31/2017	188.00	.00	
SEWAGE TREATMENT	735	STRAND ASSOCIATES INC	0133336	#1506.005 WWTP PHOSPHORUS DISC	11/10/2017	481.97	.00	
SEWAGE TREATMENT	735	STRAND ASSOCIATES INC	0133337	#1506.007 CMOM PROGRAM	11/10/2017	3,236.28	.00	
SEWAGE TREATMENT	1173	DIRECT IN SUPPLY	104073	HIGH TECH ABSORBENT ROLL	11/08/2017	48.00	.00	
Total SEWAGE TREATMENT:								
FIRE	10	AED ESSENTIALS	3144	PULSEOX SENSOR FOR CARDIAC MO	11/21/2017	270.00	.00	
FIRE	84	BODY DYNAMICS FITNESS EQUIPME	25057	FITNESS EQUIPMENT MAINTENANCE	11/13/2017	208.99	.00	
FIRE	207	DIXON OTTAWA COMMUNICATION IN	14433	BATTERY CHARGER/APX PORTABLE	11/16/2017	382.00	.00	
FIRE	207	DIXON OTTAWA COMMUNICATION IN	245757	ANTENNA FOR APX PORTABLE	11/22/2017	14.00	.00	
FIRE	227	DOWNTOWN SPORTS	4000	EMBROIDERY DEPT UNIFORM ORDE	11/15/2017	370.94	.00	
FIRE	241	EMERGENCY MEDICAL PRODUCTS IN	1948661	AMBULANCE SUPPLIES	11/17/2017	335.35	.00	
FIRE	677	SBM STERLING BUSINESS CENTER	383976	CONTRACT #A8146-MX2615N-01	11/15/2017	99.00	.00	
FIRE	801	UNIFORM DEN INC	94493	UNIFORM SHIRTS	10/27/2017	44.40	.00	
FIRE	801	UNIFORM DEN INC	94493-01	UNIFORM SHIRTS	11/09/2017	120.34	.00	
FIRE	806	UNIVERSITY OF ILLINOIS -GAR	UFINZ064	REG FOR 2 @ MGT2/WHEATON	11/16/2017	600.00	.00	
FIRE	1040	PALACZ, MARK	12 2017	PER DIEM @ RIT TRAINING @ IFSI CH	11/27/2017	235.00	.00	
FIRE	1466	MARKEL, GEORGE	12 2017	PER DIEM @ FO 2 TACTICS & STRAT 2	11/27/2017	195.00	.00	
FIRE	1529	MARKIN, ASHLAND	12 2017	PER DIEM @ RIT TRAINING @ IFSI CH	11/27/2017	235.00	.00	
Total FIRE:								
CONFISCATED PROP EX	1624	CELLEBRITE INC	Q-19048-3	HARDWARE/SOFTWARE	10/27/2017	10,584.00	10,584.00	11/21/2017
CONFISCATED PROP EX	1624	CELLEBRITE INC	Q-19048-3	5 DAY TRAINING	10/27/2017	7,700.00	7,700.00	11/21/2017

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total CONFISCATED PROP EXPENSES:								
DUI FINES FUND EXPEN	798	ULTRA STROBE COMMUNICATIONS I	073192	DECATUR GENESIS MOVING RADAR	11/01/2017	18,284.00	18,284.00	
Total DUI FINES FUND EXPENSE:								
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	10150	REPLACED BOTH STRUT ASSEMBLE	10/31/2017	772.55	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	10151	MOUNTED 4 TIRES DET SIMONTONS	10/26/2017	757.5	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	10162	MOUNTED 1 TIRE ON BLACK TAHOE	10/30/2017	20.25	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	10166	REMOVED DRIVER'S SIDE BACKING P	10/30/2017	41.75	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	10181	RERA DIFF SERVICE/TRANSFER CAS	11/02/2017	917.28	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	10188	LOF #81	11/01/2017	72.66	.00	
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	10209	REPLACE OXYGEN SENSOR ON LT SI	11/13/2017	143.79	.00	
POLICE	493	CARD SERVICE CENTER	11 2017 #0137	POSTAGE	11/03/2017	13.61	.00	
POLICE	493	CARD SERVICE CENTER	11 2017 #0137	DIGITAL THREAT TRAINING/ALICE TR	11/03/2017	146.74	.00	
POLICE	493	CARD SERVICE CENTER	11 2017 #0137	GORILLA TAPE/MOTOR OIL/DOG FOO	11/03/2017	106.44	.00	
POLICE	493	CARD SERVICE CENTER	11 2017 #0137	GASOLINE CHARGES	11/03/2017	232.57	.00	
POLICE	493	CARD SERVICE CENTER	11 2017 #0137	MEALS FOR OFFICERS AT ALICE CON	11/03/2017	220.26	.00	
POLICE	493	CARD SERVICE CENTER	11 2017 #0137	LODGING/PARKING @ ALICE CONF/H	11/03/2017	383.60	.00	
POLICE	493	CARD SERVICE CENTER	11 2017 #0137	HEADPHONES FOR TRANSCRIPTION	11/03/2017	34.88	.00	
POLICE	677	SBM STERLING BUSINESS CENTER	383988	CONTRACT #A8795-MXC301W-01	11/15/2017	112.00	.00	
POLICE	677	SBM STERLING BUSINESS CENTER	383989	CONTRACT #A8796-MX4070N-01	11/15/2017	252.00	.00	
POLICE	801	UNIFORM DEN INC	94037-02	PART OF WINTER ORDER	11/10/2017	249.45	.00	
POLICE	801	UNIFORM DEN INC	94265-01	BELT KEEPERS	11/13/2017	110.00	.00	
POLICE	801	UNIFORM DEN INC	94664	UNIFORMS/GEAR NEW HIRE C SCOT	11/10/2017	1,103.45	.00	
POLICE	801	UNIFORM DEN INC	94694	INNER BELT OF DET BIVINS	11/10/2017	28.50	.00	
POLICE	858	WOLFLEY, MICHAEL	3645844479	REIMBURSE FOR DATA PLAN	11/06/2017	30.00	.00	
POLICE	1049	KALEEL'S CLOTHING AND PRINTING	11 2017 SHARP	STOCKING CAPS RICHARDS/SHARP	11/14/2017	46.00	.00	
POLICE	1323	K & M TIRE	12637845	TIRE FOR A SQUAD	10/30/2017	112.82	.00	
Total POLICE:								
LIBRARY	4	ACE HARDWARE	496873	OUTDOOR CORD	11/16/2017	7.19	.00	
LIBRARY	51	ASTRO VEN DISTRIBUTORS INC	36817	SINGLEFOLD BROWN TOWELS/FACIA	11/17/2017	68.64	.00	
LIBRARY	122	CENTURYLINK	11 2017 #0193	DPL #304050193	11/04/2017	200.22	.00	
LIBRARY	184	DEMCO INC	6257697	SUBJECT LABELS/FILMOPLAST PAPE	11/17/2017	310.01	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	31191476	ADULT MTLs	11/02/2017	288.40	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	31191476	YOUNG ADULT	11/02/2017	20.98	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	31212990	ADULT MTLs	11/03/2017	78.56	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	31212990	CHILDREN MTLs	11/03/2017	853.32	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
LIBRARY	389	INGRAM LIBRARY SERVICES	31253243	ADULT MTLs	11/07/2017	39.57	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	31253243	CHILDREN MTLs	11/07/2017	336.05	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	31288347	ADULT MTLs	11/09/2017	418.61	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	31288347	CHILDREN MTLs	11/09/2017	190.78	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	31352530	ADULT MTLs	11/14/2017	262.20	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	31352530	YOUNG ADULT	11/14/2017	373.48	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	31352530	CHILDREN MTLs	11/14/2017	120.45	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	31378929	ADULT MTLs	11/15/2017	178.53	.00	
LIBRARY	460	LEAF	7890501	LEASE DOCUMENTATION FEE SHARP	11/17/2017	365.83	.00	
LIBRARY	555	NICOR	11 2017 #2000	221 S HENNEPIN #15422320000	11/16/2017	312.95	.00	
LIBRARY	575	OFFICE DEPOT	977295004001	BOOK TAPE/SCOTCH TAPE/SHARPIE	11/06/2017	60.88	.00	
LIBRARY	575	OFFICE DEPOT	977295119001	SEALING TAPE	11/06/2017	3.49	.00	
LIBRARY	596	PEST CONTROL CONSULTANTS	76288	MONTHLY PEST CONTROL	11/16/2017	65.00	.00	
LIBRARY	629	QUILL CORPORATION	2627697	PAPER	11/20/2017	55.98	.00	
LIBRARY	697	SIMPLEXGRINNELL	84258606	FIRE ALARM SYSTEM ISSUES/REPLA	11/08/2017	3,763.83	.00	
LIBRARY	811	USERFUL CORPORATION	3701	HARDWARE/3 USB ZERO CLIENT	11/20/2017	297.00	.00	
LIBRARY	811	USERFUL CORPORATION	3701	SHIPPING	11/20/2017	58.00	.00	
LIBRARY	1247	SYNCB/AMAZON	BHTMIRKYYFRP	BOOKS	10/12/2017	18.30	.00	
LIBRARY	1247	SYNCB/AMAZON	BTISALGRFSPT	20 PUNCHLESS BINDERS	10/30/2017	79.80	.00	
LIBRARY	1247	SYNCB/AMAZON	FJWREHXSQHXX	4 NO PUNCH REPORT COVERS	10/27/2017	29.80	.00	
LIBRARY	1480	UNIVERSITY OF ILLINOIS PRESS	3602141-18	ADULT LIBRARY MATERIALS	11/15/2017	75.00	.00	
Total LIBRARY:						8,932.85	.00	
AIRPORT	52	AUCA CHICAGO MC LOCKBOX	1591192937	MATS	11/16/2017	69.83	.00	
AIRPORT	146	COM ED	11 2017 #2002	1650 FRANKLIN GROVE #0642012002	11/22/2017	1,034.84	.00	
AIRPORT	555	NICOR	11 2017 #0007	1650 FRANKLIN GROVE RD #2941402	11/15/2017	58.82	.00	
Total AIRPORT:						1,163.49	.00	
Grand Totals:						315,845.06	145,489.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
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Report Criteria:

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

City of Dixon Airport Advisory Board
SEPTEMBER 28th, 2017 - 5:00 PM at Dixon Municipal Airport

CALL TO ORDER

The meeting was called to order at 5:00 PM by President Dan Ruckman.

ROLL CALL

Present: Mark Appelquist - Brian Brown - Dave Flenner – Dick Meggers (arrived 5:05) - Dan Ruckman

Board Members Absent:

Others Present: Airport Manager Jim Canterbury, Interim Public Works Director –Matt Heckman, Breneman Aircraft Service – Clay Breneman, CMT Consulting Engineer Dan Pape

APPROVAL OF MINUTES

Correction : Working arrangement with Whitside County Airport –

Sub-committee made up of ~~Dan Ruckman~~ Brian Brown, Mark Appelquist with City Mayor. Appelquist moved to approve with correction the minutes of the Airport Advisory Board Meeting of Wednesday, August 24, 2017. Seconded by Brown.

Voting Yea: 1. Appelquist 2. Flenner 3. Ruckman 4. Brown

ABSENT: Meggers (arrived shortly after vote at 5:05)

Voting Nay: None. Motion carried.

Review Transportation Improvement Program and discuss October IDOT meeting.

- Ruckman opened discussion to have Dan Pape explain current outline for TIP’s program and go over possible dates to request in Springfield.
 1. City should give input on who is to attend TIPs meetings. In past was Airport Board, but possibly now someone from City management and/or City Council needs to be included.
- Dan Pape explained TIPs plan to some new faces at meeting to bring everyone up to speed.
- Hanger project would have some strings attached if we choose to do it.
 1. No money can be used for any other project for two years.
 2. State does not do the 5% share, so City would be 10% Federal 90%
- Runway Obstructions Effecting Approaches – Dan spoke with Matt Heckman about the need to document ownership of land West of airport which appears to be mostly City Property. This will help them document the approach clearances.
- TIPs Current plan appears correct with the exception that the Fence Project has been skipped for the Runway Lighting. It was agreed to re-enter Fence project following Runway Lighting 12/30.
 1. Obstruction Removal Runway 8/26 (so night approaches can be re-instated)
 2. Rehabilitate Runway 12/30
 3. Install North Perimeter Fence – Phase 1 (approximately fuel tank gate to west at Edelman).
 4. Construct Replacement Hanger
 5. Rehabilitate Access Road and Auto Parking
 6. Install North Perimeter Fence – Phase (approximately East at Sink Hollow to fuel tank gate).

AIRPORT STATUS REPORT: Jim Canterbury

- AWOS – Ceilometer and Visibility currently not working
Current \$3,300 bill is not paid because Belfort will not answer calls and we are hoping this will force them to contact us.
Discussion about possibly getting IT person certified to inspect and service the AWOS.
- Terminal Air Conditioner quit and needed to have it serviced.
- Electrical Vault – Service personal discovered burnt out indicator so everything was OK just misleading Jim that there was a malfunction.
- T-Hanger Status – Has had Four (4) people asking about hanger space.
VACANT Hangers (4) Four - (1) in “C” hanger, (1) “E5” (contains Fire Dept. Trailer) & (1) “F10” (contains Street Dept. Equip. including Bucket Truck) (1) “B” hanger vacant, (has mower in it).

City of Dixon Airport Advisory Board
SEPTEMBER 28th, 2017 - 5:00 PM at Dixon Municipal Airport

Rehabilitate Runway 12/30 Lighting Circuits

Discussion about suggesting the city approve going forward with the 12/30 runway light project.

Flenner made a MOTION to do request City Council to authorize the Runway 12/30 Light Rehabilitation Project as outlined on the TIPs plan. Seconded by Meggers.

Voting Yea: 1. Appelquist 2. Flenner 3. Meggers 4. Ruckman 5. Brown

Voting Nay: None. Motion carried.

AIRPORT FBO Building Leases

FBO Building Power cost – Jim started researching power distribution but does not have it all sorted out presently. Hangers are using 8.2 % (\$32.80), Clays shop 46.2% (\$184.80), Vault 30% (\$120.00), Terminal 15% (\$60.00) of Average summer bill is about \$400.00 (Example = \$397.60) based on SUMMER Cost.

Terminal Office Space - \$8.00 a square foot was a base price that seemed normal for less than prime space Office floor space needs to be measured so we have something to go by.

Discuss Ramp Entrance GATE concerns

Flenner made a MOTION to use North Highway Gate between Breneman Hanger and Hanger “A” for Tenant and Ramp access. Other Gates to be secured shut. Seconded by Appelquist.

Voting Yea: 1. Appelquist 2. Flenner 3. Meggers 4. Ruckman 5. Brown

Voting Nay: None. Motion carried.

Airport T-Hanger Lease Agreements

Matt will pass on minutes from past April meeting that is not covered in the current draft lease.

There is a need for Motor oil to service plane and Propane for engine pre-heat purposes. Possibly quantity needs to be regulated by Airport Manager.

Public/Visitor Comment:

Closing Comments:

Adjourn at 7:15 P.M. **MOTION by Appelquist, 2nd by Meggers - APPROVED**

Next meeting – October will be TIPs meeting, Board meeting Wednesday Nov. 8, 2017 at 5:00PM

Future scheduled dates for 2017 – Dec. 13th.

Minutes submitted by Secretary, David Flenner



COUNCIL ACTION FORM

Date: 12/4/17

Presented By: Meyer

Subject: 2017 Tax Levy Agenda Item: 13 A

Description:

The City of Dixon 2017 Tax Levy Ordinance is on the agenda to be approved tonight.

The Ordinance was originally placed on file at the 11/6/17 Council Meeting and a public hearing was held 11/20/17.

The total levy requested is \$4,048,312. However due to tax caps, the City can only expect to receive approximately \$3,930,000 which is about \$115,000 more than last year. The increase is primarily due to the inflation of home values.

See attached memo for additional details.

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
Placed on File	11/6/17
Public Hearing	11/20/17

Recommendation:

Administration recommends the City Council approve the 2017 Tax Levy as presented.

Required Action

ORDINANCE RESOLUTION MOTION NO ACTION REQUIRED

Additional Comments:

MOTION BY: _____ SECONDED BY: _____
 TO approve the tax levy and assessment of taxes for fiscal year beginning May 1, 2017 and ending April 30, 2018.

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
December 4, 2017**

Topic: 2017 Tax Levy

Presented By: Paula S. Meyer

Presentation:

Attached is the City of Dixon 2017 Tax Levy Ordinance that is being placed on file tonight. The total levy requested is \$4,048,312. However due to tax caps, the City can only expect to receive approximately \$3,930,000 which is about \$115,000 more than last year. The increase is primarily due to the inflation of home values.

State law requires us to file a tax levy with the County Clerk by the fourth Tuesday of December which is December 26, 2017.

Fire Protection Levy:

Dixon's Fire Protection levy is separate because its corporate limits are smaller than the actual City's corporate limits.

The proposed 2017 Fire Protection tax rate will be approximately \$.7532 per hundred dollars of EAV, up from \$.5653 in 2016. The following table compares the two years' levies and tax rates:

Purpose	2016 Levy	Proposed 2017 Levy	% Change	2016 Rates	Proposed 2017 Rates
Fire Pension	488,303	520,000	6.49%	0.5653	0.5732

Early information from the Lee County Assessor indicates that the 2017 EAV for the Fire Protection will increase about 5.03% over 2016, from \$86,379,385 to \$90,723,295. The actual tax base upon which our tax revenue is collected will not be determined until May 2018.

Due to tax caps, the City no longer levies for Fire Protection because the Fire Pension uses all the levy capacity authorized by the citizens.

City Levy:

The remainder of the City's proposed 2017 tax rate will be approximately \$1.9517 per hundred dollars of EAV, up from \$1.9164 in 2016. The following table compares the two years' levies and tax rates:

Purpose	2016 Levy	Proposed 2017 Levy	% Change	2016 Rates	Proposed 2017 Rates
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Corporate General	320,868	340,000	5.96%	0.1848	0.1881
Police Protection	1,041,781	1,101,000	5.68%	0.6000	0.6090
Police Pension	831,341	903,812	8.72%	0.4788	0.4999
Library	449,355	508,500	13.16%	0.2588	0.2813
Cemetery	43,408	46,000	5.97%	0.0250	0.0254
Audit	34,032	34,000	-.09%	0.0196	0.0188
Library Maintenance	51,915	25,500	-50.88%	0.0299	0.0141
Claim and Judgement	467,933	476,500	1.83%	0.2695	0.2636
Public Benefit	86,815	93,000	7.12%	0.0500	0.0514
Total	3,327,448	3,528,312	6.04%	1.9164	1.9517

Early information from the Lee County Assessor indicates that the 2017 EAV will increase about 4.12% over 2016, from \$173,630,129 to \$180,785,144. The actual tax base upon which our tax revenue is collected will not be determined until May 2018.

The levy request for Corporate General, Police Protection, Public Benefit and Cemetery need to be set slightly higher than the anticipated actual base in order to provide the City with all of the tax revenue previously authorized by the public. The Library, Audit and Claim & Judgment levies are set at an estimate of the actual expenses for next fiscal year

ORDINANCE NO. _____

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR
THE CITY OF DIXON, LEE COUNTY, ILLINOIS FOR THE FISCAL YEAR
BEGINNING MAY 1, 2017 AND ENDING APRIL 30, 2018

ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF DIXON, ILLINOIS
This 4th day of December, 2017

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DIXON, LEE
COUNTY, ILLINOIS:

SECTION 1. That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of four million, forty eight thousand and three hundred twelve dollars (\$4,048,312).

SECTION 2. That the sum of four million, forty eight thousand and three hundred twelve dollars (\$4,048,312) being the total of appropriations heretofore legally made that are to be collected from the tax levy of the current fiscal year of the City of Dixon, Illinois for all corporate purposes of providing for a Police Pension Fund, Firefighter's Pension Fund, Illinois Municipal Retirement Fund, Social Security Fund, Library Fund and General Corporate Fund, as budgeted for the current fiscal year by annual budget ordinance of the City of Dixon for the Fiscal Year 2018, passed by the Mayor and City Council at the legally convened meeting of April 17, 2017, and the same is hereby levied on all the taxable property in the City of Dixon, Illinois, subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "To be Raised by Tax Levy", the tax so levied being for the current fiscal year, and for the said appropriation to be collected from said tax levy, the total of which has been ascertained above and being as follows:

Description	Total Budget	Estimated Receipts from Sources other than Tax Levy	To be Raised by Tax Levy
<u>GENERAL CORPORATE FUND</u>			
<u>COUNCIL</u>			
PARTTIME SALARY	31,200	31,200	
AUTO/ PHONE ALLOW	1,200	1,200	
LEGAL	133,000	133,000	
OTHER CONTRACTUAL	5,300	5,300	
PRINTING/PUBLISHING	4,250	4,250	
DUES	2,930	2,930	
OFFICE SUPPLIES	2,000	2,000	
CONF, MEETING, MILEAGE	7,900	7,900	
	187,780	187,780	-
<u>ECONOMIC DEVELOPMENT</u>			
OTHER CONTRACTUAL	15,000	15,000	
PRINTING/PUBLISHING	1,100	1,100	
DUES	1,100	1,100	
ADVERTISING	500	500	
SUPPLIES	3,400	3,400	
CONFERENCE/ MEETING	1,750	1,750	
DONATION EXPENSE	38,000	38,000	
	60,850	60,850	-
<u>FINANCE</u>			
FULLTIME SALARY	130,792	130,792	
EXTRA DUTY PAY	250	250	
MEDICAL INSURANCE	25,063	25,063	
LIFE INSURANCE	147	147	
AUDIT EXP	34,000	-	34,000
OTHER CONTRACTUAL	16,900	16,900	
INFO TECHNOLOGY	19,350	19,350	
POSTAGE	3,000	3,000	
TELEPHONE	2,000	2,000	
PRINTING/PUBLISHING	1,300	1,300	
DUES & SUBSCRIPTIONS	325	325	
SMALL EQUIP/TOOLS	2,500	2,500	
OFFICE SUPPLIES	10,000	10,000	
PROF DEV/ TRAINING	5,160	5,160	
LEASE PAYMENT	400	400	
	251,187	217,187	34,000

FIRE/ POLICE COMMISSION

CONTRACTUAL EXPENSE	3,000	3,000	
MEDICAL	7,000	7,000	
SUPPLIES	1,500	1,500	
	<hr/>	<hr/>	
	11,500	11,500	-

ADMINISTRATION

FULLTIME SALARY	206,761	206,761	
OVERTIME	300	300	
EXTRA DUTY PAY	7,900	7,900	
MEDICAL INSURANCE	34,480	34,480	
LIFE INSURANCE	193	193	
AUTO/ PHONE ALLOW	6,000	6,000	
CONTRACTUAL EXPENSE	5,000	5,000	
INFO TECHNOLOGY	600	600	
TELEPHONE	480	480	
DUES & SUBSCRIPTIONS	2,600	2,600	
OFFICE SUPPLIES	1,500	1,500	
PROF DEV/ TRAINING	5,300	5,300	
TUITION REIMBURSEMENT	4,000	4,000	
	<hr/>	<hr/>	
	275,114	275,114	-

HUMAN RESOURCES

FULLTIME SALARY	51,309	51,309	
MEDICAL INSURANCE	12,708	12,708	
LIFE INSURANCE	76	76	
CONTRACTUAL EXPENSE	9,000	9,000	
MEDICAL EXP	2,500	2,500	
DUES & SUBSCRIPTIONS	665	665	
ADVERTISING	3,500	3,500	
OFFICE SUPPLIES	1,050	1,050	
RECRUIT TRAVEL	500	500	
PROF DEV/ TRAINING	9,100	9,100	
	<hr/>	<hr/>	
	90,408	90,408	-

INFORMATION TECHNOLOGY

FULLTIME SALARY	54,192	54,192	
PARTTIME WAGES	13,000	13,000	
EXTRA DUTY PAY	200	200	
MEDICAL INSURANCE	11,195	11,195	
LIFE INSURANCE	53	53	
INFO TECHNOLOGY	75,820	75,820	
TELEPHONE	300	300	
DUES & SUBSCRIPTIONS	500	500	
FUEL AND OIL	150	150	

OPERATING SUPPLIES	3,500	3,500	
SMALL TOOLS AND EQUIPMENT	5,000	5,000	
OFFICE SUPPLIES	1,700	1,700	
PROF DEV/ TRAINING	4,200	4,200	
	169,810	169,810	-

MUNICIPAL

EXTRA DUTY PAY	25,000	25,000	
UNEMPLOYMENT INS	20,000	-	20,000
WORKERS COMP	255,000	-	255,000
MAINT & REPAIRS	19,200	19,200	
PROPERTY INS	60,000	-	60,000
LIABILITY INS	140,000	-	140,000
BOND INSURANCE	1,500	-	1,500
OPERATING SUPPLIES	3,000	3,000	
SMALL EQUIP/TOOLS	5,000	5,000	
NATURAL GAS	1,500	1,500	
STREET LIGHTING	170,000	170,000	
	700,200	223,700	476,500

BUILDING ZONING

FULLTIME SALARY	167,528	167,528	
EXTRA DUTY PAY	400	400	
MEDICAL INSURANCE	42,602	42,602	
LIFE INSURANCE	227	227	
MAINT & REPAIRS	1,500	1,500	
ENGINEERING	3,000	3,000	
CONTRACTUAL	35,000	35,000	
POSTAGE	480	480	
TELEPHONE	825	825	
PRINTING/PUBLISHING	500	500	
DUES & SUBSCRIPTIONS	350	350	
FUEL AND OIL	1,800	1,800	
SMALL EQUIP/TOOLS	1,000	1,000	
OFFICE SUPPLIES	1,500	1,500	
PROFESSIONAL DEVELOPMENT/TRAIN	2,000	2,000	
LEASE PAYMENT	450	450	
	259,162	259,162	-

STREETS

FULLTIME SALARY	364,386	31,386	333,000
PARTTIME SALARY	23,600	23,600	
OVERTIME	30,000	30,000	
EXTRA DUTY PAY	11,500	11,500	
MEDICAL INSURANCE	95,833	95,833	

LIFE INSURANCE	537	537	
CLOTHING ALLOW	3,000	3,000	
MAINT & REPAIRS	25,000	25,000	
ENGINEERING	17,000	17,000	
CONTRACTUAL	26,300	26,300	
MEDICAL EXP	1,300	1,300	
INFO TECHNOLOGY	1,500	1,500	
TELEPHONE	1,100	1,100	
DUES & SUBSCRIPTIONS	3,350	3,350	
FUEL AND OIL	22,000	22,000	
OPERATING SUPPLIES	217,600	217,600	
SMALL EQUIP/TOOLS	5,000	5,000	
OFFICE SUPPLIES	1,300	1,300	
MILEAGE/MEAL ALLOWANCE	7,950	7,950	
NATURAL GAS	3,000	3,000	
	<hr/>	<hr/>	
	861,256	528,256	333,000

PUBLIC PROPERTY

FULLTIME SALARY	87,204	7,204	80,000
PARTTIME WAGES	26,300	26,300	
OVERTIME	10,000	10,000	
EXTRA DUTY PAY	600	600	
MEDICAL INSURANCE	13,006	13,006	
LIFE INSURANCE	113	113	
CLOTHING ALLOW	500	500	
MAINT & REPAIRS	20,000	20,000	
OTHER CONTRACTUAL	11,000	11,000	
MEDICAL EXP	300	300	
TELEPHONE	3,000	3,000	
DUES	520	520	
FUEL AND OIL	8,000	8,000	
OPERATING SUPPLIES	11,400	11,400	
SMALL EQUIP/TOOLS	6,000	6,000	
OFFICE SUPPLIES	300	300	
PROF DEV/ TRAINING	2,000	2,000	
NATURAL GAS	1,000	1,000	
	<hr/>	<hr/>	
	201,243	121,243	80,000

CEMETERY

FULLTIME SALARY	87,204	41,204	46,000
PARTTIME WAGES	34,300	34,300	
OVERTIME	10,000	10,000	
EXTRA DUTY PAY	600	600	
MEDICAL INSURANCE	13,006	13,006	

LIFE INSURANCE	113	113	
CLOTHING ALLOW	500	500	
MAINT & REPAIRS	13,000	13,000	
ENGINEERING	9,000	9,000	
OTHER CONTRACTUAL	10,000	10,000	
TELEPHONE	500	500	
DUES	600	600	
FUEL AND OIL	8,000	8,000	
OPERATING SUPPLIES	14,000	14,000	
SMALL EQUIP/TOOLS	5,000	5,000	
OFFICE SUPPLIES	500	500	
NATURAL GAS	2,000	2,000	
ELECTRICITY	1,500	1,500	
BAD DEBT EXPENSE	600	600	
	<hr/>	<hr/>	<hr/>
	210,423	164,423	46,000
<u>VETERANS PARK</u>			
TELEPHONE	1,500	1,500	
	<hr/>	<hr/>	<hr/>
	1,500	1,500	-
<u>PUBLIC SAFETY BUILDING</u>			
FULLTIME SALARY	31,930	31,930	
OVERTIME	3,500	3,500	
EXTRA DUTY PAY	100	100	
MEDICAL INSURANCE	9,422	9,422	
LIFE INSURANCE	76	76	
MAINT & REPAIRS	32,000	32,000	
OTHER CONTRACTUAL	2,500	2,500	
OPERATING SUPPLIES	11,000	11,000	
NATURAL GAS	15,000	15,000	
	<hr/>	<hr/>	<hr/>
	105,528	105,528	-
<u>DOWNTOWN MAINTENANCE</u>			
MAINT & REPAIRS	2,000	2,000	
CONTRACTUAL	25,400	25,400	
OPERATING SUPPLIES	7,600	7,600	
	<hr/>	<hr/>	<hr/>
	35,000	35,000	-
<u>TRAFFIC MAINTENANCE</u>			
FULLTIME SALARY	60,381	40,381	20,000
PARTTIME SALARY	12,240	12,240	
OVERTIME	5,000	5,000	
EXTRA DUTY PAY	200	200	
MEDICAL INSURANCE	16,590	16,590	
LIFE INSURANCE	76	76	
CLOTHING ALLOW	500	500	

MAINT & REPAIRS	5,000	5,000	
MEDICAL EXP	75	75	
INFO TECHNOLOGY	1,000	1,000	
TELEPHONE	600	600	
FUEL AND OIL	5,000	5,000	
OPERATING SUPPLIES	89,628	89,628	
SMALL EQUIP/TOOLS	2,000	2,000	
PROFESSIONAL DEVELOPMENT/TRAIN	1,500	1,500	
	199,790	179,790	20,000

FIRE

FULLTIME SALARY	1,010,388	1,010,388	
PARTTIME SALARY	3,000	3,000	
OVERTIME	142,000	142,000	
EXTRA DUTY PAY	109,500	109,500	
MEDICAL INSURANCE	177,642	177,642	
LIFE INSURANCE	1,130	1,130	
PENSION	385,000	385,000	
MAINT & REPAIRS	17,000	17,000	
OTHER CONTRACTUAL	1,500	1,500	
MEDICAL EXP	6,000	6,000	
INFO TECHNOLOGY	10,520	10,520	
POSTAGE	500	500	
TELEPHONE	5,000	5,000	
PRINTING/PUBLISHING	450	450	
DUES & SUBSCRIPTIONS	2,855	2,855	
MAINTENANCE SUPPLIES	3,000	3,000	
FUEL AND OIL	10,000	10,000	
OPERATING SUPPLIES	21,000	21,000	
UNIFORMS	20,000	20,000	
SMALL EQUIP/TOOLS	10,500	10,500	
OFFICE SUPPLIES	1,000	1,000	
MILEAGE/MEAL ALLOWANCE	1,500	1,500	
PROFESSIONAL DEVELOPMENT/TRAIN	25,000	25,000	
TUITION REIMBURSEMENT	8,000	8,000	
LEASE PAYMENT	4,500	4,500	
GRANT MATCH	15,000	15,000	
	1,991,985	1,991,985	-

POLICE

FULLTIME SALARY	2,156,117	1,055,117	1,101,000
PARTTIME SALARY	20,000	20,000	
OVERTIME	136,000	136,000	
EXTRA DUTY PAY	198,350	198,350	

MEDICAL INSURANCE	420,607	420,607	
LIFE INSURANCE	2,533	2,533	
CLOTHING ALLOW	6,750	6,750	
MAINT & REPAIRS	45,821	45,821	
OTHER CONTRACTUAL	177,245	177,245	
MEDICAL EXP	7,600	7,600	
INFORMATION TECHNOLOGY	31,840	31,840	
POSTAGE	1,000	1,000	
TELEPHONE	27,000	27,000	
PRINTING/PUBLISHING	2,000	2,000	
DUES & SUBSCRIPTIONS	2,500	2,500	
FUEL AND OIL	50,000	50,000	
OPERATING SUPPLIES	25,100	25,100	
UNIFORMS	20,000	20,000	
SMALL EQUIPMENT AND TOOLS	27,600	27,600	
OFFICE SUPPLIES	6,000	6,000	
MILEAGE/MEAL ALLOWANCE	15,000	15,000	
PROFESSIONAL DEVELOPMENT/TRAIN	16,000	16,000	
TUITION REIMBURSEMENT	5,000	5,000	
LEASE PAYMENT	528	528	
OTHER EXP	2,000	2,000	
	<hr/>	<hr/>	<hr/>
	3,402,591	2,301,591	1,101,000
<u>MUNICIPAL BAND</u>			
CONTRACTUAL WAGES	28,000	28,000	
SUPPLIES	2,500	2,500	
TRANSPORTATION	1,000	1,000	
	<hr/>	<hr/>	<hr/>
	31,500	31,500	-
<u>PUBLIC RELATIONS AND MARKETING</u>			
CONTRACTUAL EXPENSES	1,000	1,000	
DUES	1,000	1,000	
DONATION EXPENSE	324,000	324,000	
	<hr/>	<hr/>	<hr/>
	326,000	326,000	-
Total General Corporate Fund	<hr/>	<hr/>	<hr/>
	9,372,827	7,282,327	2,090,500
<u>IMRF FUND</u>			
PENSION	250,000	250,000	
<u>SOCIAL SECURITY FUND</u>			
SOCIAL SECURITY	280,000	280,000	
<u>LIBRARY FUND</u>			

FULLTIME SALARY	262,895	2,895	260,000
PARTTIME SALARY	57,663	663	57,000
MEDICAL INSURANCE	93,738	3,738	90,000
LIFE INSURANCE	407	407	
MAINT & REPAIRS	12,500	-	12,500
OTHER CONTRACTUAL	27,500	27,500	
INFO TECHNOLOGY	16,500	-	16,500
POSTAGE	100	100	
TELEPHONE	2,500	2,500	
PRINTING/PUBLISHING	300	300	
DUES & SUBSCRIPTIONS	450	450	
MAINTENANCE SUPPLIES	3,500	-	3,500
MATERIALS SUPPLIES	5,000	-	5,000
ADULT LIBRARY MATERIALS	32,000	-	32,000
YOUNG ADULT LIBRARY MATERIALS	9,500	-	9,500
CHILD LIBRARY MATERIALS	21,000	-	21,000
PERIODICALS	3,500	-	3,500
MATERIALS DATABASE	8,000	-	8,000
TRUST EXPENSES	10,000	10,000	
SMALL EQUIP/TOOLS	7,000	-	7,000
OFFICE SUPPLIES	3,750	3,750	
PROGRAMS	6,000	-	6,000
PROF DEV/TRAINNG	1,000	1,000	
NATURAL GAS	2,500	-	2,500
MISC EXP	250	250	
	587,553	53,553	534,000
<u>FIRE PENSION</u>			
PENSION PAYMENTS	950,000	430,000	520,000
CONTRACTUAL EXPENSE	75,000	75,000	
OTHER EXPENSE	5,000	5,000	
	1,030,000	510,000	520,000
<u>POLICE PENSION</u>			
PENSION PAYMENTS	1,050,000	146,188	903,812
CONTRACTUAL EXPENSE	120,000	120,000	
OTHER EXPENSE	5,000	5,000	
	1,175,000	271,188	903,812
Total All Funds	12,695,380	8,647,068	4,048,312

RECAP:			
CORPORATE	3,257,328	2,824,328	433,000
FIRE	1,991,985	1,991,985	-
POLICE	3,402,591	2,301,591	1,101,000
CEMETERY TAX	210,423	164,423	46,000
AUDIT TAX	34,000	-	34,000
CLAIM & JUDGMENT TAX	476,500	-	476,500
GENERAL CORPORATE FUND	<u>9,372,827</u>	<u>7,282,327</u>	<u>2,090,500</u>
LIBRARY	562,053	53,553	508,500
LIBRARY BUILDING & MAINT.	25,500	-	25,500
LIBRARY FUND	<u>587,553</u>	<u>53,553</u>	<u>534,000</u>
IL MUNICIPAL RETIREMENT FUND	250,000	250,000	-
SOCIAL SECURITY FUND	280,000	280,000	-
FIREMAN'S PENSION	1,030,000	510,000	520,000
POLICEMAN'S PENSION	1,175,000	271,188	903,812
TOTAL ALL FUNDS	<u>12,695,380</u>	<u>8,647,068</u>	<u>4,048,312</u>

SECTION 3. That the total amount of four million, forty eight thousand and three hundred twelve dollars (\$4,048,312) ascertained above is hereby levied and assessed on all the taxable property in the City of Dixon, Illinois according to the value of said property as assessed and equalized for state and county purposes for the current fiscal year.

SECTION 4. That this Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

SECTION 5. That there is hereby certified to the County Clerk of Lee County, Illinois, the several sums above, constituting the total amount of four million, forty eight thousand and three hundred twelve dollars (\$4,048,312) which the City of Dixon, Illinois

requires to be raised by taxation for the current fiscal year, and the Clerk of the City of Dixon, Illinois is hereby ordered and directed to file with the County Clerk of Lee County, Illinois, on or before the last Tuesday of December, 2017, a certified copy of this Ordinance.

SECTION 6. That this Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 4th day of December, 2017.

MAYOR

ATTEST:

CITY CLERK



COUNCIL ACTION FORM

Date: 12/04/17

Presented By: Mayor

Subject: KSB Re-appointments Agenda Item: 14A

Description:

Colleen Henkel, Lynett Knodle, and Doug Lee terms are up December 31,2017, and would like to be reappointed to the KSB Board of Directors.

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:

Re-appoint the members to the KSB Board

Required Action

ORDINANCE RESOLUTION MOTION NO ACTION REQUIRED

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO approve the re-appointments of Colleen Henkel, Lynette Knodle, and Doug Lee to the KSB Board of Directors.

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"/>

RESOLUTION # _____

CONFIRMING APPOINTMENTS TO
HOSPITAL BOARD

WHEREAS, the terms of Colleen Henkel, Lynette Knodle and Doug Lee will expire on December 31, 2017; and

WHEREAS, Colleen Henkel, Lynette Knodle and Doug Lee have indicated a desire to serve again on the Hospital Board; and

WHEREAS, the Mayor of the City of Dixon has recommended the re-appointments Colleen Henkel, Lynette Knodle and Doug Lee as members of the Hospital Board; and

WHEREAS, the City Council for the City of Dixon concurs in said re-appointments; and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Dixon Colleen Henkel, Lynette Knodle and Doug Lee are hereby re-appointed to the Hospital Board for terms commencing January 1, 2018 and ending December 31, 2020, or until their successors are duly appointed and qualified.

This Resolution read and approved this 4th day of December, 2017.

Liandro Arellano, Jr., Mayor

ATTEST:

Becky Fredericks, City Clerk



COUNCIL ACTION FORM

Date: 11/30/2017

Presented By: _____

Subject: Brownfields Redevelopment Advisory Committee Agenda Item: 14B

Description:

Creation of a Brownfields Redevelopment Advisory Committee (BRAC) with the purpose of identifying and reviewing properties that are appropriate for environmental assessment. The BRAC shall identify, evaluate and select target properties for assessment based on factors including project readiness, availability of leverage funds, redevelopment potential and public health risk.

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:

Required Action

ORDINANCE RESOLUTION MOTION NO ACTION REQUIRED

Additional Comments:

Committee Members
 Tim Trader
 Jim Smith
 Matt Heckman
 Paul Shiaras
 Ryan Harrison
 Scott Brown
 Stacey Colledge
 Mayor Li Arellano

MOTION BY: _____ SECONDED BY: _____

TO _____ approve the appointments to the Brownfields Redevelopment advisory Committee.

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"/>

RESOLUTION NO. _____

**RESOLUTION CREATING THE CITY OF DIXON
BROWNFIELDS REDEVELOPMENT ADVISORY COMMITTEE**

WHEREAS, the City of Dixon (the “City”) has applied for and received a \$300,000 Brownfields Grant from the United States Environmental Protection Agency (the “U.S. EPA”) for the environmental assessment of properties within the City; and

WHEREAS, pursuant to the Cooperative Agreement between the City and the U.S. EPA in respect of such Brownfields Grant, the City is required to establish a committee to advise the Mayor and City Council on its existing brownfields inventory, including the identification of properties that are appropriate for assessment; and

WHEREAS, in furtherance thereof, the City desires to establish the City of Dixon Brownfields Redevelopment Advisory Committee.

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

BE IT FURTHER RESOLVED, there is hereby created an advisory panel known as the City of Dixon Brownfields Redevelopment Advisory Committee, the members of which shall meet to consider the City’s existing brownfields inventory, including the identification of properties that are appropriate for environmental assessment, and make non-binding, advisory recommendations to the Mayor and City Council with respect thereto. In connection with such task, the City of Dixon Brownfields Redevelopment Advisory Committee shall identify, evaluate and select target properties for assessment based on factors including project readiness, availability of leverage funds, redevelopment potential and public health risks; and

BE IT FURTHER RESOLVED, that the City of Dixon Brownfields Redevelopment Advisory Committee shall consist of eight (8) members, as follows: Tim Trader, Jim Smith, Matt Heckman, Paul Shiaras, Ryan Harrison, Scott Brown, Stacey Colledge and Li Arellano. Members of the City Council may be appointed to serve; and

BE IT FURTHER RESOLVED, that the City of Dixon Brownfields Redevelopment Advisory Committee shall report from time to time as may be requested to the Mayor and City Council with non-binding, advisory recommendations as to the matters set forth herein; and

BE IT FURTHER RESOLVED, that the City of Dixon Brownfields Redevelopment Advisory Committee shall adopt such procedural rules and hold any meetings or public hearings it deems necessary to perform its stated purposes hereunder, which procedural rules, meetings and public hearings shall be in compliance with the Illinois Open Meetings Act; and

BE IT FURTHER RESOLVED, that, if not terminated and disbanded sooner, the City of Dixon Brownfields Redevelopment Advisory Committee shall be automatically terminated and

disbanded three (3) years after adoption of this Resolution and that the same shall require no further action on the part of the Mayor and City Council; and

BE IT FURTHER RESOLVED, that the provisions and sections of this Resolution shall be deemed to be separable, and the invalidity of any portion of this Resolution shall not affect the validity of the remainder; and

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

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect from and after its passage and approval; and

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

Mayor

ATTEST:

City Clerk



COUNCIL ACTION FORM

Date: 12/04/2017

Presented By: Attorney LeSage

Subject: Residential Garbage Contract Agenda Item: 15A

Description:

This is an agreement between the City and Allied Waste Transportation, Inc. The contract is for seven years. The rate schedule is as follows:

- YEAR 1 \$13.56 PER HOME
- YEAR 2 \$13.97 PER HOME
- YEAR 3 \$13.97 PER HOME
- YEAR 4 \$14.40 PER HOME
- YEAR 5 \$14.84 PER HOME
- YEAR 6 \$15.29 PER HOME
- YEAR 7 \$15.76 PER HOME

In addition, the contract provides for (i) bi-weekly recycling materials collection; (ii) yard waste collection with no limitation on the number of bags, bundles or containers; and (iii) once a year electronics event with a \$3,000 credit given to the City.

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 approving the Contract

Required Action

ORDINANCE RESOLUTION MOTION NO ACTION REQUIRED

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO approve a residential garbage contract between the City of Dixon and Allied Waste Transportation, Inc.

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"/>

Municipal Contract

THIS MUNICIPAL CONTRACT (the “Contract”), is made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the City of Dixon, Illinois (the “City”), and Allied Waste Transportation, Inc. a Delaware corporation, qualified to do and actually doing business in the State of Illinois, doing business as Republic Services of Dixon (called “Contractor”).

WITNESSED, THAT in consideration of the covenants and agreements contained in this Contract, to be performed by the parties and of the payments agreed to be made, the parties agree as follows:

1. Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials from Residential Units and Municipal Facilities (both as hereafter defined) during term of this Contract.
2. The Contract Documents shall include the following documents, and this Contract expressly incorporates the same as fully as if set forth verbatim in this Contract:
 - a. **Exhibit A - General Specifications**
 - b. **Exhibit B - Insurance Requirements**
 - c. **Exhibit C - Contractor’s Proposal/Pricing**
 - d. **Exhibit D - Contractor’s Performance Bond**
 - e. **This Instrument**
 - f. **Any addenda or changes to the foregoing documents agreed to by the parties hereto.**
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The term of this Contract shall be from January 1, 2018 (the “Effective Date”) until December 31, 2024.
5. At the mutual option of the City and Contractor, this Contract may be extended for up to two, one year periods by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party’s written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the City and Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

IN WITNESS HEREOF, the parties have entered into this Contract as of the date first written above.

WITNESSES: City of Dixon

_____ BY: _____
_____, Mayor

WITNESSES: Contractor: Allied Waste Transportation, Inc.

_____ BY: _____

EXHIBIT A
GENERAL SPECIFICATIONS

1. **DEFINITIONS**

1.1 **Bags** – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 50 lbs.

1.2 **Bin** – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities.

1.3 **Bulky Waste** – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.

1.4 **Bundle** – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) lbs. in weight.

1.5 **City** – City of Dixon, Illinois.

1.6 **Container for Garbage and Rubbish Collection** – A 95 gallon receptacle that is designed for the purpose of curbside collection of Garbage and Rubbish and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, having wheels a minimum of ten inches in diameter, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. Contractor will supply Residential Units with one (1) Container for Garbage and Rubbish Collection. Contractor will service contents of (1) Container for Garbage and Rubbish Collection plus up to (2) additional Bags curbside at each Residential Unit on a weekly basis.

1.7 **Container for Recycling** – A 95 gallon receptacle that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, having wheels a minimum of ten inches in diameter, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. Contractor will supply Residential Units with one (1) Container for Recycling. Contractor will service contents of one (1) Container for Recycling curbside at each Residential Unit on a bi-weekly basis.

1.7 (b) **Container** – Any single Container for Garbage and Rubbish Collection or Container for Recycling.

1.8 **Commercial and Industrial Refuse** – All Bulky Waste, Construction Debris, Garbage, Rubbish, Recyclable Materials and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.

1.9 **Construction Debris** – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.

1.10 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals. Contractor will dispose of Garbage and Rubbish at its Lee County Landfill.

1.11 Electronic Recycling Material – The following items are classified as Electronic Recycling Material under this Contract:

(a) High Grade: DT, LT, Phones (cell/smart/mobile phones only), Analog Computer, Computer Router, Mainframe Computer (Computer), Media Storage Devices (HG Hard Drive/Low Grade), Microcomputer, Minicomputer, Desktop Computer, Personal Computer (handheld, laptop, notebook, notepad), Switching Equipment, Telephone (cellular, cordless, wireless), Telephone Carrier Switching Equipment.

(b) Low Grade: CD Rom Drive, Computer Disk Drives, Personal Digital Assistant (PDA), Broadcast Equipment (with no screen), Cable TV Transmitting or Receiving Equipment, Citizen's Band (CB) Radio, Global Positioning System (GPS), Local Area Network (LAN) Communication, Satellite TV Transmitting, Receiving Equipment, Telephone Carrier Line Equipment, Office/Home Phone, Amplifier, DLT Machine, Audio Player (tape, disc, digital), Audio Recorder (tape, disc, digital), Camera (film, tape, disc, digital), Tuner, Equalizer, Mixing Board, Preamplifier, Receiver, Blender, Can Opener, Food Processor, Mixer, Sewing Machine, Watch, Analyzer, Automatic Environmental Controller or Regulator, Instrument for Industrial Process Control, Meteorology Instrumentation, Meter, Bender, Drill, Grinder, Lathe, Nibbler, Planer, Router, Sander, Saw, Screwdriver, Welder, Bar Code Scanner, Calculator, Compact Discs, Computer Mouse, Computer Keyboard, Copying Equipment, Data Tapes, Data Diskettes, Point of Sale (POS) Terminal, Printer, Flatbed Scanner, Typewriter, Universal Serial Bus (USB) Flash Drives, Joystick, Flash Memory Cards, Antenna, Transmitting or Receiving Equipment, Closed Circuit Television Equipment, Fax Machine, Infrared Wireless Device, Traffic Signal, Intercom System, Pager, PBX (private branch exchange), Telephone Answering Machine, Telex Machine, Headphones, Microphone, Musical Instrument, Public Address System, Video Player or Projector (tape, disc, digital), Radio, Speaker, Turntable, Video Recorder (tape, disc, digital), Answering Machine, Bottle or Can Dispenser, Carpet Sweeper, Fan, Fryer, Garment Care Appliances, Glue Gun, Hair Dryer, Radiator, Razor, Solid Product Dispenser, Toaster, Toaster Oven, Weigh Scale, Coffee Grinder, Coffee Maker, Curling Iron, Dehumidifier, Devices for Monitoring Time, Electric Hot Plate, Humidifier, Iron, Kettle, Knitting Machine, Microwave Oven, Scale, Scissors, Slicing Machine, Vacuum Cleaner (no contents), Vacuum Sealer, Water Purifier, Heat Gun, Heater, Weaving Machine, Action Figures, Gambling or Gaming Equipment, Video Games and Accessories, Blower, Cutter, Dispenser, Fastener, Folder, Hammer, Joiner, Soldering Gun, Nail Gun, Wrench, Trimmer, Staple Gun, Spreader, Riveter, Punch, Polisher, Alarm System, Surveying Equipment.

(c) Video Display Device: Computer Terminal, Oscilloscope, TV (CRT, LCD, Plasma, Rear projection), IT Equipment – E-waste Containing Glass, Monitor (CRT, LCD, Plasma), and Tablets.

1.12 Excluded Waste – Excluded Waste is all Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, Special Waste and Bulky Waste (except as set forth in Section 3.14 of this Contract).

1.13 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

1.14 Hazardous Waste – A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

1.15 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

1.16 Large Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.

1.17 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.18 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibit C of this Contract.

1.19 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

1.20 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

1.21 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.

1.22 Recyclable Materials – The following items are classified as Recyclable Materials under this Contract.

- (a) Glass – Clean unbroken glass containers, bottles/jars.
- (b) Cans – Clean aluminum, tin/steel containers.
- (c) Paper – Clean, dry, unsoiled newspaper, paper grocery bags.
- (d) Plastic – PETE & HDPE containers (milk jugs & soft drink containers)

(e) Cardboard

1.23 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit and shall be provided separate Containers.

1.24 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, plastics, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

1.25 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.26 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

1.27 Special Waste– Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes sewer sludge and also includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;
- (f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;

(g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;

(h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);

(i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

1.28 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.29 Waste Material – All nonhazardous Solid Waste (including Garbage, Rubbish, Yard Waste, Recyclable Materials) and Bulky Waste (to the extent permitted under Section 3.14 of this Contract) generated at Residential Units or Municipal Facilities that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.30 Vegetable Waste – Putrescible Solid Waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

1.31 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. Yard Waste collection will be provided April 1 through November 31 and the first two weeks in January. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a bundle, container, bag or box the weight of which shall not exceed forty (40) pounds. Contractor shall pick up an unlimited amount of yard waste if placed at the curb, maximum weight of any item placed out for yard waste collection shall be forty (40) pounds.

2. SCOPE OF WORK

2.1 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units, Municipal Facilities and other specified locations in accordance with the Contract Documents. Contractor shall provide such collection and disposal services at least once per week for each Residential Unit and Municipal Facility for all Waste Material; provided, that collection and disposal services for Recyclable Materials shall be provided bi-weekly.

2.2 Work Not Covered By Contract. The work under this Contract does not include the collection or disposal of Excluded Waste.

2.3 Additional Work Separately Contracted at Contractor's Election with Large Commercial and Industrial Units. Contractor may, on a non-exclusive basis, provide waste collection and disposal service, and/or recyclables collection services for Large Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. This Contract does not require such customers to use Contractor for such services.

2.4 Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities. Contractor may, on a non-exclusive basis, provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities (e.g. collection and removal of Construction Debris, Large Dead Animals, Bulky Waste, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. This Contract does not require such customers to use Contractor for such services.

3. COLLECTION OPERATIONS – GENERAL PROVISIONS

3.1 Location of Containers, Bags and Bundles for Collection. Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle.

3.2 Hours of Operation. Collection of Waste Material shall not start before 6:30 A.M. or continue after 6:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor shall promptly provide the City with written notice of any exception and the unusual circumstances attendant thereto.

3.3 Routes of Collection. Residential Unit and Municipal Facilities collection routes shall be established by Contractor. Contractor shall use its best efforts to utilize the same collection routes and days of collection; provided, that Contractor may from time to time make changes in such routes or days of collection upon submission to the City of a new route map and collection schedule at least two (2) weeks in advance of the commencement date for such changes. The Contractor shall promptly give written or published notice to the affected Residential Units.

3.4 Holidays. The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units and Municipal Facilities at least once per week. Contractor shall provide notice to the public of its annual Holiday schedule.

3.5 Complaints. All complaints shall be made directly to Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within one business day after the complaint is received. Contractor shall provide the City, on a monthly basis, a written summary of all complaints received, including name and address of complainant, and the resolution. Contractor shall provide the City with a detailed complaint procedure, including the process, phone numbers, emails, contact persons, etc., as applicable.

3.6 Collection Equipment. Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of Contractor. Vehicles shall be kept clean and as free from offensive odors as possible, and they shall not be allowed to stand in any street, alley or other place longer than is reasonably necessary to perform collections.

3.7 Office. Contractor shall maintain an office or such other facilities through which it can be contacted by (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.

3.8 Hauling. All Waste Material and Recyclable Material hauled by Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized. In the event of leaking, spillage or blowing, Contractor shall be required to clean up the same in a prompt and workmanlike fashion.

3.9 Disposal. All Waste Material, other than Recyclable Materials, collected within the City under this Contract shall be deposited at Contractor's Lee County Landfill.

3.10 Delivery. All Recyclable Materials and Electronic Recycling Material collected for delivery and sale by Contractor shall be hauled to a commodity buyer selected by Contractor. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials and Electronic Recycling Material shall belong to Contractor.

3.11 Notification. The Contractor shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material, Recyclable Material and Electronic Recycling Materials collections.

3.12 Point of Contact. All dealing, contacts, etc., between Contractor and the City shall be directed by Contractor to the City's City Manager, and, by the City to Contractor's General Manager or Operations Manager.

3.13 Litter or Spillage. Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved Containers or in a manner herein provided.

3.14 Bulky Waste. Contractor will provide collection of no more than one (1) Bulky Waste item per week from each Residential Unit or Municipal Facility at no additional charge. Any additional Bulky Waste item per week shall be subject to Section 2.4 of this Contract.

3.15 Disabled Residents. After the first sixty (60) days of the Contract, disabled residents, or other residents who can establish the standard 95-gallon Container is a burden, will be eligible to downsize to a smaller container. Such residents shall request the smaller container directly from Contractor.

4. BASIS OF PRICES AND METHOD OF PAYMENT

4.1 Waste Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by Residential Units and Municipal Facilities for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units to which Contractor provided such services during each month of this Contract.

4.2 Recyclable Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by the Residential Units and Municipal Facilities for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units to which Contractor provided such services during each month of this Contract.

(b) Disposal Costs. If any Recycled Material commodity collected by Contractor hereunder becomes no longer marketable or is not accepted at the recycling facility, upon notice from Contractor to the City of the same, such commodity shall be eliminated from the Recyclables Materials program and this Contract and Contractor shall provide notice of the same to all Producers. Contractor does not guarantee the existence of a market or any commodity buyer at any time for Recyclable Material.

4.3 Electronic Recycling Material Collection.

Contractor will provide the City with a one-time annual \$3,000 credit to be used toward an annual Electronics Recycling Material collection event. The City is responsible for covering costs above \$3,000 each year. Contractor and City shall reasonably cooperate on all matters in connection with each such event, including but not limited to the selection of the dates and locations.

4.4 Change in Law Adjustments. In the event the cost to Contractor of providing the collection services required hereunder increases by at least 2.00% over the costs of providing such services in the prior year of this Contract, and such increase is due to either (a) changes in local, state or federal rules, ordinances or regulations, or (b) changes in taxes, fees or other governmental charges (other than income or real property taxes), then, upon documentation of the same to the reasonable satisfaction of the City, the City and Contractor shall meet and negotiate for an adjustment of the prices shown on Exhibit C. If the City and Contractor are unable to reach an agreement on such an adjustment, Contractor may terminate this Contract upon not less than one hundred twenty (120) days prior written notice to the City.

4.5 Modification to Rates. The rates will remain fixed through the Second and Third years of the Contract. Contractor shall increase the rates for service effective on each anniversary of the effective date of this Contract in an amount equal to 3.05%, as set forth in Exhibit C.

4.6 Contractor to Act as Collector. Contractor shall directly bill each Residential Unit unless and until the City notifies Contractor that it will assume the billing responsibilities, which the City may do in its sole discretion. If and when the City takes over the billing responsibility from Contractor, the City will receive a \$1.00 per Residential Unit rate reduction.

4.7 Delinquent and Closed Accounts. Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from Contractor's discontinuing service at any location at the direction of the City.

4.8 Contractor Billings to Residents. Contractor shall bill each resident for Waste Material, Recyclable Material collection and disposal services rendered to Residential Units serviced on or around the 15th of the month in the last month of each quarter for the upcoming quarter and the resident shall have 20 days to pay Contractor before a late fee is applied. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. Payments not made by a resident on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). If the City takes over the billing responsibilities to the Residential Units, Contractor will bill the City for such services in the same manner set forth herein.

4.9 Audit. The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within one (1) year of any such audit request from the City.

4.10 House Count. Contractor and the City shall, at a minimum, conduct an annual count of Residential Units for purposes of insuring that all Residential Units are accounted for and that payment and billing reflect the proper count figures. The estimated count of Residential Units effective at the start of the Contract is 4,900.

5. COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of Contractor where there exist conflicting ordinances of the City on the subject.

6. NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

7. RISK ALLOCATION

7.1 Contractor. Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

7.2 The City. The City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.

8. LICENSES AND TAXES

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

9. FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

10. ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent may be withheld in the sole and absolute discretion of such other party. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries or as a collateral assignment to any lender to Contractor.

11. EXCLUSIVE CONTRACT

Contractor shall have an exclusive franchise, license and privilege solely for the purpose of providing Waste Material and Recyclable Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Residential Units and Municipal Facilities pursuant to and covered by this Agreement.

12. TITLE; EXCLUDED WASTE

12.1 Title. Title to Waste Materials, Recyclable Materials, and Electronic Recycling Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

12.2 Excluded Waste. If Excluded Waste is discovered in any Bin, Container, Bag or Bundle before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste.

13. TERMINATION OF CONTRACT

13.1 Termination by the City. In the event Contractor either (a) fails to collect Waste Materials from Residential Units or Municipal Facilities as specified in this Contract for a period in excess of three (3) working days or (b) fails to perform any material provision of this Contract, the City shall give written notice of such breach to Contractor along with five (5) days (the "cure period") to correct such breach. The City may terminate this Contract after such cure period if Contractor has not, in the reasonable judgment of the City, adequately corrected such breach in accordance with this Contract and the City so notifies Contractor in writing of such termination action. At such time, the City shall pay Contractor only all charges and fees for the services performed on or before such termination date, subject to setoff against any monies Contractor may owe the City as of the termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, the City, as its sole and exclusive remedy, may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date and for Contractor's indemnification obligation under Section 16.12 of this Contract.

13.2 Termination by Contractor. In the event of a failure by the City to perform any material provision of this Contract, Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if the City has not, in the reasonable judgment of Contractor, adequately corrected such breach in accordance with this Contract and Contractor so notifies the City in writing of such termination action. At such time, the City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to Contractor, neither party shall have any further obligation under this

Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

14. CONTRACTOR'S PROPERTY

All Bins, Containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. If a Container is damaged due to resident's negligence or willful misconduct, Contractor may charge the resident a replacement fee.

15. NEWLY DEVELOPED AREAS

Contractor will, within thirty (30) days of notification by the City provide Waste Material and, Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits under the same terms conditions set forth in this Contract.

16. MISCELLANEOUS TERMS

16.1 Damage to Property. Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to the City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract, except to the extent such damages are caused by the negligence or other misconduct of Contractor, its employees, agents, representatives or subcontractors.

16.2 Affiliates. Contractor may provide any of the services covered by this Contract through any of its affiliates, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

16.3 Confidentiality. Contractor shall have no confidentiality obligation with respect to any Waste Materials, Recyclable Materials, or Electronic Recycling Materials collected pursuant to this Contract.

16.4 No Guaranties or Liquidated Damages. Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by the City.

16.5 Intellectual Property. No intellectual property (IP) rights in any of Contractor's IP are granted to the City under this Contract.

16.6 Binding Effect. This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

16.7 Severability. If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

16.8 No Waiver. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

16.9 Governing Law. This Contract shall be interpreted and governed by the laws of the state where the work is performed.

16.10 Entire Agreement. This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

16.11 Attorneys' Fees. If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

16.12 Indemnification. Contractor shall indemnify and hold harmless the City, its officers, agents, representatives and/or employees from and against all claims, damages, losses, costs or expenses, including reasonable attorneys' fees, which may be asserted by or against the City or for which the City may be held liable, to the extent arising out of, or resulting from, the negligence or willful misconduct in the performance of the services by Contractor, its employees, agents, representatives or subcontractors, under the terms of the Contract Documents, excluding therefrom those caused by the negligence or willful misconduct of the City.

16.13 Choice of Forum. The City and Contractor agree that any and all actions or proceedings arising directly or indirectly under this Agreement shall be litigated in the Circuit Court of Illinois, Fifteenth Judicial Circuit, Lee County, Illinois. Contractor waives all objections to jurisdiction and venue.

16.14 Amendments. No amendment to the Contract Documents shall be made except upon the express written agreement of the City and Contractor.

16.15 Independent Contractor. Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder in accordance with the terms of the Contract Documents and all persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, and no such person shall be entitled to any benefits available or granted to employees of the City. Contractor shall be responsible for the payment of all federal and state taxes including all employment and income taxes.

16.16 Bankruptcy. If Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the day and at the time the bankruptcy petition is filed, subject, however, to the City's rights to recover for any breach under the Contract Documents.

16.17 Christmas Tree Program. Contractor agrees to collect evergreen Christmas trees during the first two weeks of January of each year of this Contract. Contractor agrees to perform this service at no charge to the City or its residents. The pick-up should include all Residential Units and Municipal Facilities. The City and Contractor will work together to educate the public with respect to the condition of the trees before collection by Contractor. Contractor will not be required to collect: (a) trees with any wire, plastic, cloth, glass or metals, (b) trees containing strings of Christmas lights, or (c) trees with any other condition which may infringe upon the safety of employees responsible for processing the evergreen Christmas trees or result in any contamination of the by-product from the process of recycling said trees resulting in any contamination or other harmful affects.

16.18 Notices. All notices in connection with the Contract Documents shall be delivered personally to or mailed certified mail, return receipt requested and shall be deemed given when so mailed to the parties as follows:

If to Contractor:
Jim Pozzi
Republic Services of Ottawa
2840 E 13th Rd
Ottawa, IL 61350

If to the City:

City Manager
121 W. 2nd Street, P. O. Box 386
Dixon, IL 61021

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon the City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show the City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of the City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C
CONTRACTOR'S PROPOSAL/PRICING

Residential Units

YEAR 1 \$13.56 PER HOME
YEAR 2 \$13.97 PER HOME
YEAR 3 \$13.97 PER HOME*
YEAR 4 \$14.40 PER HOME
YEAR 5 \$14.84 PER HOME
YEAR 6 \$15.29 PER HOME
YEAR 7 \$15.76 PER HOME

*RATE HELD FOR THIRD YEAR OF THIS CONTRACT

THE CITY TO RECEIVE A REDUCED RATE BY \$1.00 PER HOME AT THE TIME THE CITY TAKES OVER THE BILLING TO ITS RESIDENTS.

ANNUAL ESCALATOR OF 3.05% STILL APPLIES WHEN THE CITY TAKES OVER THE BILLING TO ITS RESIDENTS.

Municipal Facilities

Bins will be provided for the following City-owned agencies at no charge. All Bins will be serviced once per week.

City Hall
Street Department
Fire Department
Police Department
Water Department
Fire Sub-station
Library
City Airport
Veterans Park
Oakwood Cemetery
Wastewater Treatment Plant

EXHIBIT D
CONTRACTOR'S PERFORMANCE BOND

To be provided by Contractor.

\$250,000.00 PERFORMANCE BOND

The premium for the performance bond shall be paid in full by Contractor upon delivery of the performance bond. A certificate from the surety showing that the premium has been paid in full shall accompany the performance bond. The surety on the performance bond shall be a duly authorized corporate surety company authorized to do business in the State of Illinois. The performance bond shall be delivered to the City upon execution of this Agreement. Thirty (30) days prior written notice shall be given to the City before any cancellation or any material change in the terms of the performance bond.

The Contract is subject to termination by the City at any time the performance bond does not remain in force.



COUNCIL ACTION FORM

Date: 12/04/2017

Presented By: Attorney LeSage

Subject: Disposal Contract - Sludge & Leachate Agenda Item: 15b

Description:

This is an agreement between the City and Lee County Landfill, Inc. The contract is for seven years. The contract is a continuation of the existing relationship between the City and Republic in which Republic can treat leachate from the Lee County Landfill at the treatment plant in exchange for Republic hauling away sludge from treatment plant.

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 approving the Contract

Required Action

ORDINANCE RESOLUTION MOTION NO ACTION REQUIRED

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO approve a disposal agreement between the City of Dixon and Lee County Landfill, Inc. commencing January 1, 2018.

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"/>

DISPOSAL AGREEMENT

This Disposal Agreement (the “Agreement”) is made and entered into effective as of _____, 2017 (the “Effective Date”), among Lee County Landfill, Inc., an Illinois corporation (“Lee County”), Allied Waste Transportation, Inc., a Delaware corporation d/b/a Republic Services of Dixon (“AWT” and collectively with Lee County, “Republic”), and the City of Dixon, Illinois (the “City”). The City and Republic are each referred to as a “Party” and collectively referred to the “Parties.”

RECITALS

A. Republic Services owns the Lee County Landfill, located at 1214 S. Bataan Road, Dixon, Illinois 61021 (the “Landfill”), at which it can accept non-hazardous sludge for disposal (“Sludge”) and at which it generates non-hazardous leachate (“Leachate”).

B. AWT operates a non-hazardous hauling business in and around the City of Dixon.

C. The City owns a waste water treatment plant located at 2600 W. 3rd St, Dixon, Illinois 61021 (the “Treatment Facility”) that generates Sludge that it desires to have AWT transport to the Landfill for disposal at the Landfill in exchange for Leachate from the Landfill.

AGREEMENTS

NOW, THEREFORE, based on the foregoing recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the covenants and agreements contained in this Agreement, the Parties agree as follows:

1. Term. Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement (the “Term”) shall commence as of the Effective Date and shall remain in effect until the termination of that certain Municipal Agreement dated as of the same date hereof between the City and AWT. Upon the expiration of the Term, the obligations of the Parties to deliver and accept Leachate and Sludge shall terminate; provided, however, that all other rights and obligation of the parties hereunder shall survive the termination of this Agreement and continue until the same are fully satisfied or waived.

2. Definition of Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

(a) “Acceptable Waste” means Sludge and Leachate, both of which are Special Waste, but does not include Unacceptable Waste.

(b) “Applicable Law” means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial permits, licenses, approvals, orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and/or the environment (including, without limitation, ambient air, surface water,

groundwater, land, or subsurface strata) and/or relating to the handling, treatment, transportation, processing or disposal of waste, substances or materials, including, without limitation, the operation of disposal facilities or treatment plants, or which otherwise govern the performance by any of the Parties of any of their obligations under this Agreement.

(c) “Change in Law” means (a) any change following the Effective Date in Applicable Law or in the interpretation or application thereof that causes increased capital, maintenance, operating or other costs for the Landfill or Treatment Facility; and/or (b) any increase in landfill related federal, state or local government taxes, tariffs, fees, surcharges, assessments or other charges imposed after the Effective Date on: (i) the receipt of solid waste by the Landfill or Treatment Facility; (ii) any aspect of the operations of the Landfill or Treatment Facility; and/or (iii) associated with any governmental authorizations, permits or approvals for the Landfill or Treatment Facility (collectively, “Taxes”).

(d) “Disposing Party” means each Party to this Agreement that is permitted by this Agreement to deliver or tender Acceptable Waste to another Party.

(e) “Hazardous Materials” or “Hazardous Waste” mean any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including, without limitation, (i) any petroleum or petroleum products and their derivatives, radioactive materials, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, or (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to Applicable Law. The term “Hazardous Materials” also includes any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substance that is, before or after the Effective Date of this Agreement, deemed hazardous, toxic, prohibited, limited or regulated by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

(f) “Receiving Party” means a party to which Acceptable Waste is delivered to or collected by a Party pursuant to this Agreement.

(g) “Special Waste” means waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (i) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (ii) waste transported in bulk tanker, (iii) liquid waste, (iv) sludge waste, (v) waste from an industrial process, (vi) waste from a pollution control process, (vii) residue and debris from the cleanup of a spill or release of chemical, or (viii) any other waste defined by Applicable Law as “Special Waste.”

(h) “Unacceptable Waste” means any and all solid or liquid waste (a) which is not Acceptable Waste as defined above, or (b) which the Landfill is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, highly inflammable substances, Hazardous Materials, Hazardous Waste, certain pathological and biological wastes, explosives, radioactive materials, and other materials deemed hazardous by state or federal law, or (c) in the reasonable discretion of Republic, does not qualify as Acceptable Waste, but excluding substances commonly found in waste generated from residential or commercial premises that may be disposed of in the Landfill.

3. Delivery of and Treatment of Leachate.

(a) Delivery. Lee County, to the extent that it may need Leachate disposal from the City, may deliver Leachate derived from the Landfill to the disposal point designated by the City at the Treatment Facility, and the City agrees to accept and treat such Leachate in accordance and compliance with all Applicable Laws. Republic shall transport the Leachate via tanker truck to the City’s Treatment Facility at its own expense. The City will designate the acceptable hours and days for disposal, the methods of unloading the Leachate and the daily maximum amount of Leachate that can be disposed. The City will make such designations, reasonably and in good faith, as may be necessary to accommodate the operational and regulatory limitation and requirements of the Treatment Facility.

(b) Delivery of Sludge. The City, to the extent that it may need Sludge disposal, may request AWT to transport Sludge from the Treatment Facility to the Landfill in vehicles approved by Applicable Laws for the transportation of Sludge, and AWT agrees to accept and transport such Sludge to the Landfill in accordance and compliance with all Applicable Laws.

4. Other Obligations of Disposing Parties. The obligations of each Disposing Party that has committed to deliver or cause to be delivered Acceptable Waste to the Receiving Party, and the reciprocal obligations of each Receiving Party to accept and dispose of such Acceptable Waste, and all other mutual obligations, covenants and conditions governing the Parties’ business relationship, are set forth in this Agreement.

(a) Composition of Waste. Each Disposing Party shall take all measures consistent with standard industry practices to ensure all waste it delivers to a Landfill pursuant to this Agreement is Acceptable Waste.

(b) Rejection of Waste. This Agreement creates no obligation on any Party to accept or dispose of any Unacceptable Waste. Each Receiving Party shall have the right in its sole discretion to reject delivery of any waste that does not constitute Acceptable Waste. A Party may reject, in whole or in part, any load containing any portion of Unacceptable Waste.

In such event, the Disposing Party's delivery vehicle in question shall immediately remove any Unacceptable Waste rejected by the Receiving Party and transport it to another lawful place of disposition. Furthermore, in the event that the Disposing Party delivers Unacceptable Waste to the Receiving Party, the Receiving Party may cause the Disposing Party, upon written or verbal notification thereof, to take immediate measures to remove the Unacceptable Waste for proper handling and disposal at the expense of the Disposing Party. If the Unacceptable Waste is not removed within twenty-four (24) hours from receipt of such notice, the Receiving Party shall have the right and authority to remove, handle and dispose of the Unacceptable Waste, and the Disposing Party shall reimburse the Receiving Party for its reasonable costs and expenses, including any fines or penalties, related to the delivery of Unacceptable Waste. The Disposing Party shall defend, indemnify and hold the Receiving Party harmless from and against any and all loss, cost, damage, suit, liability, claim, settlement cost and expense (including, but not limited to, reasonable investigation and legal expenses) arising out of, caused by, or resulting from the Disposing Party's delivery of or failure to remove Unacceptable Waste.

The Receiving Party's right to reject waste shall not be deemed or interpreted in any manner to give rise to an obligation by the Receiving Party to sample, test or characterize, whether by observation or otherwise, the waste delivered by the Disposing Party. Receiving Party's failure to reject Unacceptable Waste for any reason shall not be deemed or interpreted as Receiving Party's acceptance of such Unacceptable Waste.

5. Title and Risk of Loss.

(a) Acceptable Waste. Title, risk of loss and all other incidents of ownership of Acceptable Waste shall transfer from the Disposing Party to the Receiving Party upon receipt and acceptance of such Acceptable Waste.

(b) Unacceptable and Rejected Waste. Title, risk of loss and all other incidents of ownership of Unacceptable Waste shall at no time be transferred to the Receiving Party, and shall at all times remain with the generator of such Unacceptable Waste.

6. Indemnification

(a) Indemnification by the City. The City agrees to defend, indemnify and hold harmless Republic from and against any and all liabilities, losses, damages, costs, expenses and disbursements, including reasonable legal fees and expenses, arising out of any claim or loss of or damage to property and injuries to or death of any persons (collectively "Losses") caused (i) by the breach of any term, covenant, agreement or undertaking herein of the City (other than a breach caused by Republic's breach of its obligations hereunder) or (ii) by the negligence or willful misconduct of the City or its agents, employees, contractors, subcontractors or representatives in connection with this Agreement. This obligation shall survive termination of this Agreement.

(b) Indemnification by Republic. Republic agrees to defend, indemnify and hold harmless the City from and against any and all Losses caused (i) by the breach of any term, covenant, agreement or undertaking herein of Republic (other than a breach caused by the City's breach of their obligations hereunder) or (ii) by the negligence or willful misconduct of Republic or its agents, employees, contractors, subcontractors or representatives in connection with this Agreement. This obligation shall survive termination of this Agreement.

7. Insurance. Each Party agrees to maintain and furnish to the other Party certificates attesting to the insurance coverages set forth below:

- (i) Workers' Compensation: Statutory
- (ii) Employer's Liability: \$1,000,000/occurrence
- (iii) Automobile Liability
Bodily Injury, Property Damage,
Contractual Liability & Sudden and
Accidental Pollution \$1,000,000/occurrence
- (iv) Commercial General Liability
Personal Injury, Property Damage
& Contractual Liability Combined \$1,000,000/occurrence

Each such certificate shall contain a statement of the insurer's obligation to notify the other party at least thirty (30) days prior to cancellation of any policy covered thereunder. Each party shall cause the aforesaid general liability policies to be duly and properly endorsed by the insurance underwriters as follows: (a) to provide a blanket form endorsement listing the other Party as additional insured with respect to such party's commercial general liability and automotive policies; and (b) to provide that said insurances, to the extent of the insured Party's indemnity obligations under this Agreement, shall be primary in all instances with respect to the Operator's insurance, which shall be secondary and non-contributing at all times.

8. Termination and Remedies.

(a) Events of Default of a Party. Each of the following shall be an event of default by a Party under this Agreement.

(i) A Party fails to observe and perform any material term, covenant or agreement contained in this Agreement on its part to be performed and the continuance of such failure for a period of 30 days after written notice to that Party specifying the nature of such failure and requesting that it be remedied; provided, however, that if the cure for such failure to perform reasonably requires more than 30 days, then that Party shall not be deemed in default so long as the Party promptly commences such cure and diligently pursues such cure to its completion; or

(ii) A Party makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding in which an order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers such custodianship, receivership or trusteeship to continue un-dismissed for a period of 60 days or more;

(b) Remedies on Default. Whenever any event of default shall have occurred and be continuing, the non-defaulting Party shall have the following rights and remedies;

(i) Upon 30 days written notice to the defaulting Party, if the defaulting Party is then in default, the non-defaulting Party shall have the option to terminate this Agreement in its entirety unless the event of default is cured prior to the expiration of such 30-day period or unless during such period the defaulting Party has taken remedial steps the effect of which would be to enable the defaulting Party to cure such event of default within a reasonable period of time;

(ii) In addition to the foregoing remedies, each Party shall retain and may seek any and all remedies for damages or equitable relief that would be available to that Party under this Agreement or pursuant to statute or common law.

9. Miscellaneous.

(a) Force Majeure. Except for a Disposing Party's obligation to pay for services rendered by the Receiving Party, and except for a Party's obligations to provide insurance and a defense and indemnity hereunder, any Party's obligations under this Agreement may be suspended by that Party in the event of any of the following that adversely and materially affects the ability of that Party to perform its obligations hereunder or to comply with the requirements of any governmental order, permit or other approval: (i) an occurrence beyond the reasonable control of that Party; (ii) acts of God, landslides, lighting, earthquakes, hurricanes, tornadoes, tsunamis, severe weather, fires, explosions, floods, acts of a public enemy, war, blockades, insurrections, riots or civil disturbances, pandemics, the threat of such natural disasters, strike, lockout or labor unrest; or (iii) orders and/or judgments of any federal, state or local court, administrative agency or governmental body, or other entity, which are not the result of willful or negligent action of the Party relying thereon or the result of a failure to act in accordance with this Agreement (provided, however, that the contesting in good faith by such Party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such Party).

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of interest principles. The Parties agree that any and all actions or proceedings arising directly or indirectly under this Agreement shall be litigated in the Circuit Court of Illinois, Fifteenth Judicial Circuit, Lee County, Illinois. The Parties waive all objections to jurisdiction and venue.

(i) Construction. The Parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state or local statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

City of Dixon

By: _____

Name: _____

Title: _____

Lee County Landfill, Inc.

By: _____

Name: _____

Title: _____

Allied Waste Transportation, Inc.

By: _____

Name: _____

Title: _____



COUNCIL ACTION FORM

Date: 12/4/17

Presented By: Langloss

Subject: Property, Liability, Work Comp Insurance Agenda Item: 15C

Description:

Recently the City requested quotes for property, liability and workers compensation insurance. The Request for Quotes were limited to organizations with expertise in municipal insurance needs. Four municipal insurance pools were contacted, three responded and the Illinois Municipal Insurance Cooperative (IMIC) chose not to participate.

The following premiums were presented:

Illinois Municipal League Risk Management Association (IMLRMA)- \$438,453
 Municipal Insurance Cooperative Agency (MICA)- \$438,365
 Illinois Counties Risk Management Trust (ICRMT)- \$426,000

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:

The City Manager recommends the City Council approve Illinois Counties Risk Management Trust for Liability, Property and Workers Compensation Insurance effective January 1, 2018

Required Action

ORDINANCE RESOLUTION MOTION NO ACTION REQUIRED

Additional Comments:

MOTION BY: _____ SECONDED BY: _____
 TO _____ approve a contract between the City of Dixon and Illinois Counties Risk Management Trust
 in the amount of \$426,000 effective January 1, 2018.

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"/>

Please use link below to access the Quotes for Property,
Liability and Compensation Insurance.

https://www.discoverdixon.org/index.php?option=com_docman&view=list&slug=proposal-property-liability-workers-compensation-rates&Itemid=627&layout=table



COUNCIL ACTION FORM

Date: 12/4/17

Presented By: Meyer

Subject: Revenue Maximization Audit Agenda Item: 15D

Description:

Azavar Audit Solutions, Inc. finds revenue collection errors and lost monies for local governments. They have worked with over 150 Illinois communities and are currently the only company in Illinois that providing this service.

By using specialized software, Azavar will compare service addresses within Dixon's corporate limits with the addresses used by electric, gas, telecom and retail companies that remit taxes to the City. Minimal staff time would be needed. Dixon's revenues could be increased by collecting monies from addresses not properly recognized in the past.

If lost revenues are found, Azavar receives 40% and the City receives 60% of the new dollars for three years. Thereafter the City would save 100% of the lost dollars.

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:

Administration recommends the City Council approve the contract with Azavar Audit Solutions, Inc. to audit Dixon's revenues sources.

Required Action

ORDINANCE RESOLUTION MOTION NO ACTION REQUIRED

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

TO approve a contract between the City of Dixon and Azavar Audit Solutions, Inc. to audit

 Dixon's revenue sources.

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"/>

CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Dixon, an Illinois municipal corporation having its principal place of business at 121 West 2nd Street Dixon, Illinois 61021 (“Customer”).

1. SCOPE OF SERVICES

- 1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data Audit, compliance management, and management consulting services (“Services”) in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:
- (a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and Audit each fee, ordinance, contract, franchise agreement, utility tax, locally administered taxes or fees, locally imposed occupation tax, ad valorem tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer’s corporate boundaries (“Audits”) solely limited to local businesses sales tax, electric, gas, cable, telecommunications, refuse, and water providers (“Providers”) food, beverage, and/or liquor taxes and/or fees and hotel, motel, bed, and/or transient occupancy taxes where applicable to the Customer. Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to state and local sales/use/occupation taxes, including amusement taxes, business license/registration databases and revenue, and any other locally authorized fees and/or licenses, including liquor licenses. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own utilities including electric, natural gas, water or other utilities, Azavar shall also review and Audit the revenues, and expenses of those Customer owned or operated utilities.
 - (b) The purpose of each Audit is to determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer’s own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer (“Findings”). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, this Agreement authorizes Azavar to correct any prospective errors and, upon consultation and agreement with the Customer, make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall, to the extent implemented, under Section 3 of this Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
 - (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits, changes or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement without Azavar’s prior written consent.
 - (d) In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers. Customer agrees that it shall cooperate with Azavar, provide any documentation and records reasonably requested by Azavar, and provide reasonable continued access (prior to, during, and following any Audits) to documentation and records and shall engage in meetings with Providers when reasonably requested by Azavar. All such access shall be performed to minimize the burden placed upon Customer and its personnel. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.
 - (e) During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider Audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar’s or Customer’s knowledge thereof.
 - (f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an Audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that Audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits and actually collected;
 - (g) The first Audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer’s Audit Primary Contact and Liaison;
 - (h) Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping Audit work may take place at the discretion of Azavar. Audit timelines are set at the reasonable discretion of Azavar;

- (i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison and will occur approximately every quarter;
- (j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be Auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee or other official to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this Audit and will meet with Azavar staff on a regular basis as reasonably necessary. Lack of participation of Customer staff, especially at critical milestones during an Audit, will adversely affect the Audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Illinois Department of Revenue solely for the purpose of reviewing data provided by the Illinois Department of Revenue.

3. **PAYMENT TERMS.**

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within forty-five (45) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within forty-five (45) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the Customer. Contingency payment terms are outlined below. Azavar will assist the customer to obtain the most possible revenue, if necessary, negotiate settlements with third parties. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds resulting from an Audit and actually recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on reasonable determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on reasonable determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

3.4 3.1 I-80 Consortium Discount. Azavar will discount the prospective contingency payments referred to in Sections 3.2 and 3.3 above from forty-five (45) percent to forty (40) percent for I-80 communities, including but not limited to Customer, executing this agreement with Azavar provided that a) "in addition to Customer, at least three (3) of the following four (4) communities: (i) Cambridge, (ii) Princeton, (iii) Geneseo, (iv) Kewanee execute the agreement between September 1st and December 31st, 2017"

4. **CONFIDENTIAL INFORMATION**

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 *et seq.*).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

- 5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.
- 5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. **DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. **TERMINATION**

- 7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.
- 7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. **NOTICES.** Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

<u>If to Azavar</u>	<u>If to Customer</u>
General Counsel	City Attorney
Azavar Audit Solutions, Inc.	City of Dixon
55 East Jackson Boulevard, Suite 2100	121 West 2nd Street
Chicago, Illinois 60604	Dixon, IL 61021

9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.
10. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.
11. **COMPLETE AGREEMENT.** This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS, WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER CITY OF DIXON, ILLINOIS

By _____

By _____

Title _____

Title _____

Date _____

Date _____