

CITY OF DIXON

Payment Approval Report
Report dates: 10/7/2013-10/18/2013

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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
		202	IEPA BUREAU OF WATER	L17-1009	WATER REVOLVING FUND-WASTEWAT	09/22/2013	15,683.67	.00	
		262	MASTERCARD	9/2013 #2801	FORRESTON AUTOBODY-TOP FOR U	09/23/2013	1,004.67	.00	
		749	IRS	9/2013	3RD QUARTER S.S. SHORT PAY	09/30/2013	242.87	.00	
Total :							16,931.21	.00	
COUNCIL		262	MASTERCARD	9/2013 #3700	IL MUNICIPAL LEAGUE	09/23/2013	590.00	.00	
COUNCIL		305	OTTOSEN BRITZ KELLY COOPER GI	67514	PROFESSIONAL SERVICES: POLICE	09/30/2013	55.50	.00	
COUNCIL		305	OTTOSEN BRITZ KELLY COOPER GI	67515	PROFESSIONAL SERVICES: FIRE	09/30/2013	111.00	.00	
COUNCIL		394	THOMSON WEST	827659460	STATE STATUTES SUBSCRIPTION	07/04/2013	205.92	.00	
COUNCIL		394	THOMSON WEST	827659460	STATE STATUTES SUBSCRIPTION	07/04/2013	205.92	.00	
COUNCIL		422	WARD MURRAY PACE & JOHNSON	124771 RAP	PROFESSIONAL SERVICES RENDERE	10/07/2013	3,078.00	.00	
COUNCIL		742	LOVELAND COMMUNITY HOSE	10/2013	TOWN MEEING	10/04/2013	120.00	.00	
Total COUNCIL:							4,366.34	.00	
PUBLIC RELATIONS		3	ACE HARDWARE	299216	CONCRETE MIX	09/08/2013	9.98	.00	
PUBLIC RELATIONS		3	ACE HARDWARE	300044	SHOCKNSWIM/CHLOR/SUPER SHOC	09/13/2013	146.14	.00	
PUBLIC RELATIONS		3	ACE HARDWARE	300046	CREDIT MEMO FRM INVOICE #300047	09/13/2013	146.14	.00	
PUBLIC RELATIONS		3	ACE HARDWARE	300047	SHOCKNSWIM/POOL CHLOR/HARDW	09/13/2013	146.14	.00	
PUBLIC RELATIONS		3	ACE HARDWARE	301547	PAINTBRUSH/ROLLER/WDRYL ACR	09/25/2013	36.27	.00	
PUBLIC RELATIONS		3	ACE HARDWARE	301569	PAINTBRUSH/TAPE/PAINT	09/25/2013	46.46	.00	
PUBLIC RELATIONS		3	ACE HARDWARE	301708	SHEET ALUM/SS SQUARE DRIVE	09/26/2013	21.48	.00	
PUBLIC RELATIONS		3	ACE HARDWARE	301762	DRYLOK	09/26/2013	95.97	.00	
PUBLIC RELATIONS		3	ACE HARDWARE	302219	LINER PAINT	09/30/2013	17.90	.00	
PUBLIC RELATIONS		27	ARBOR DAY FOUNDATION	10/2013	ANNUAL MEMBER#879-910-7597	10/15/2013	15.00	.00	
PUBLIC RELATIONS		118	DIXON MAIN STREET	1237	ANNUAL DONATION	10/01/2013	33,000.00	.00	
PUBLIC RELATIONS		151	FLOWERS ETC.	006432	FLOWER ARRANGEMENT - FUNERAL	09/30/2013	108.20	.00	
PUBLIC RELATIONS		151	FLOWERS ETC.	006484	FLOWER ARRANGEMENT - FUNERAL	09/30/2013	63.45	.00	
Total PUBLIC RELATIONS:							33,560.85	.00	
FINANCE		105	DELL MARKETING L.P	XJ7KXP7S7	FINANCE- 2 REPLACEMENT PC'S (ME	09/27/2013	1,207.96	.00	
FINANCE		162	GE CAPITAL	59571762	LEASING SHARP COPIER	10/09/2013	31.88	.00	
FINANCE		249	LEE COUNTY TREASURER	9/2013	PROPERTY TAXES FOR 1524 W THIR	09/13/2013	258.56	.00	
FINANCE		262	MASTERCARD	9/2013 #3700	UPS	09/23/2013	32.12	.00	
FINANCE		262	MASTERCARD	9/2013 #3700	NEWEGG-OFFICE SUPPLIES	09/23/2013	39.85	.00	

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Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
FINANCE	347	SBM STERLING BUSINESS CENTER	185394	MAINTENANCE CONTRACT FOR COPI	10/07/2013	29.66	.00	
Total FINANCE:								
						1,600.03	.00	
ADMINISTRATION	736	LEAGUE OF MINNESOTA CITES	189743	CITY ADMINISTRATOR WEB ADVERTI	09/05/2013	300.00	.00	
Total ADMINISTRATION:								
						300.00	.00	
INFORMATION TECHNOL	262	MASTERCARD	9/2013 #3700	MICROSOFT/E.REPUBLIC-TECHNET I	09/23/2013	424.00	.00	
INFORMATION TECHNOL	262	MASTERCARD	9/2013 #3700	STAPLES DIRECT-APPLE TV	09/23/2013	99.00	.00	
INFORMATION TECHNOL	862	PHILHOWER, ALLEN	10/2013	AUTO MILES/DINNER/LODGING FOR	10/02/2013	284.88	.00	
INFORMATION TECHNOL	862	PHILHOWER, ALLEN	10/2013	IPAD INTERNET	10/02/2013	20.00	.00	
Total INFORMATION TECHNOLOGY:								
						827.88	.00	
CITY ENGINEER	82	COMCAST CABLE	9/2013 #2219	PUBLIC WORKS #8771103010032219	09/26/2013	175.28	.00	
CITY ENGINEER	105	DELL MARKETING L.P	XJ7KXPT7S7	ADMINISTRATOR- 1 REPLACEMENT P	09/27/2013	603.98	.00	
CITY ENGINEER	262	MASTERCARD	9/2013 #3700	ADOBE SYSTEM-MONTHLY CHARGE	09/23/2013	21.24	.00	
Total CITY ENGINEER:								
						800.50	.00	
BUILDING ZONING	162	GE CAPITAL	59571762	LEASING SHARP COPIER	10/09/2013	15.94	.00	
BUILDING ZONING	431	WILLETT HOFMANN & ASSOC INC	19070	PLAN REV 840 N GALENA	09/26/2013	495.25	.00	
Total BUILDING ZONING:								
						511.19	.00	
STREETS	1	ACCURATE PAVING	250	PATCH ON PEORIA/SECOND	10/04/2013	2,100.00	.00	
STREETS	177	HAWKEYE TRUCK AND TRAILER	X203002255-01	MUFFLER/CARTRDGE/CORE	09/24/2013	624.78	.00	
STREETS	261	MARTIN & COMPANY EXCAVATING	13-00000-00-GM	2013 ROAD WORK	09/24/2013	129,602.35	.00	
STREETS	261	MARTIN & COMPANY EXCAVATING	22231	ASPAHLT	07/26/2013	137.70	.00	
STREETS	279	MORLEY SIGNS	9/2013	TRUCK LETTERING	09/11/2013	360.00	.00	
STREETS	282	MO-ST PLUMBING	13036	INSTALL NEW STORM SEWER	09/25/2013	1,770.00	.00	
STREETS	295	NORTH'S OIL COMPANY	3037087	HYDRAOLIC OIL	10/03/2013	59.50	.00	
STREETS	328	RENNER QUARRIES LTD.	39898	TICKET #21083	09/23/2013	109.28	.00	
STREETS	328	RENNER QUARRIES LTD.	39898	TICKET #21127	09/23/2013	111.28	.00	
STREETS	328	RENNER QUARRIES LTD.	39946	TICKET #21177	09/30/2013	113.60	.00	
STREETS	328	RENNER QUARRIES LTD.	39946	TICKET #21186	09/30/2013	116.32	.00	
STREETS	328	RENNER QUARRIES LTD.	39946	TICKET #21243	09/30/2013	47.68	.00	
STREETS	328	RENNER QUARRIES LTD.	39946	TICKET #21378	09/30/2013	70.08	.00	
STREETS	328	RENNER QUARRIES LTD.	40014	TICKET #21550	10/04/2013	51.84	.00	
STREETS	328	RENNER QUARRIES LTD.	40014	TICKET #21559	10/04/2013	52.99	.00	

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STREETS		431	WILLETT HOFMANN & ASSOC INC	19066	PROFESSIONAL SERVICES 8/26/13-9/2	09/26/2013	8,847.93	.00	
STREETS		431	WILLETT HOFMANN & ASSOC INC	19070	DRAINAGE ISSUE ON KUEL RD	09/26/2013	280.20	.00	
STREETS		689	TRU GREEN	11903864	TREE INSECT INJECTION	09/16/2013	4,006.00	.00	
STREETS		737	DIAMOND BLADE WAREHOUSE	0160329	SUPER G SUPREME	09/20/2013	1,812.61	.00	
Total STREETS:							150,274.14	.00	
PUBLIC PROPERTY		3	ACE HARDWARE	302299	SAND MIX	10/01/2013	19.56	.00	
PUBLIC PROPERTY		3	ACE HARDWARE	302333	BALLAST ELEC	10/01/2013	98.96	.00	
PUBLIC PROPERTY		264	MECHANICAL INC- FREEPORT	FRE81615	CONDENSER FAN @ PSB	09/08/2013	1,621.05	.00	
PUBLIC PROPERTY		272	MIDWEST MOBILE WASHERS	4633	PRESSURE WASHING ARCH	09/23/2013	4,200.00	.00	
PUBLIC PROPERTY		292	NICOR	9/2013 #0002	416 S DEMENT #36491320002	09/18/2013	27.87	.00	
PUBLIC PROPERTY		339	RP LUMBER COMPANY INC	1309-245522	1X6X12 WHITE PINE	09/24/2013	83.52	.00	
PUBLIC PROPERTY		374	STERLING NAPA AUTO PARTS	690139	STRAIGHT TUBING	09/17/2013	20.50	.00	
PUBLIC PROPERTY		374	STERLING NAPA AUTO PARTS	691149	U-BOLT	09/23/2013	2.00	.00	
PUBLIC PROPERTY		747	NATIONAL ELEVATOR INSPECTION S	0126354	ANNUAL ELEVATOR INSPECTION @ P	09/16/2013	155.00	.00	
Total PUBLIC PROPERTY:							6,228.46	.00	
PUBLIC BUILDINGS		32	AUCA	1588219595	JANITORIAL SUPPLIES @ PSB	10/01/2013	84.61	.00	
PUBLIC BUILDINGS		32	AUCA	610-8003371	MOP SOLUTION/MOP HANDLE	04/17/2013	76.08	.00	
PUBLIC BUILDINGS		205	IL OFFICE OF THE STATE FIRE MARS	5125053233	ANNUAL RENEWAL@221 S HENNEPI	09/30/2013	75.00	.00	
PUBLIC BUILDINGS		262	MASTERCARD	9/2013 #2165	LIGHTSPLY-FLOURESCENT LIGHT	09/23/2013	238.95	.00	
Total PUBLIC BUILDINGS:							474.64	.00	
TRAFFIC MAINTENANCE		3	ACE HARDWARE	298872	RAID WASP & HORNET	09/05/2013	13.47	.00	
TRAFFIC MAINTENANCE		3	ACE HARDWARE	299334	KNIFE UTILITY/SNAPBLADE	09/09/2013	8.98	.00	
TRAFFIC MAINTENANCE		3	ACE HARDWARE	299631	CONDUILT PVC	09/11/2013	7.49	.00	
TRAFFIC MAINTENANCE		3	ACE HARDWARE	300263	POST EYE LIGHT CONTROL	09/16/2013	21.58	.00	
TRAFFIC MAINTENANCE		3	ACE HARDWARE	300293	SWIVEL LIGHT CONTROL	09/16/2013	12.58	.00	
TRAFFIC MAINTENANCE		3	ACE HARDWARE	300434	TRENCHER RENTAL	09/17/2013	232.10	.00	
TRAFFIC MAINTENANCE		3	ACE HARDWARE	300468	FUEL	09/17/2013	10.00	.00	
TRAFFIC MAINTENANCE		3	ACE HARDWARE	301421	CABLE TIES	09/24/2013	38.00	.00	
TRAFFIC MAINTENANCE		82	COMCAST CABLE	9/2013 #6520	TRAFFIC MAINT. #877110301066520	09/27/2013	69.90	.00	
TRAFFIC MAINTENANCE		86	COMPLETE AUTOWERKS REPAIR SE	984	REPAIR DOOR WIRING HARNESS- 08	09/20/2013	68.16	.00	
TRAFFIC MAINTENANCE		95	CRESCENT ELECTRIC SUPPLY CO	013-526451-00	CODING TAPE/PHOTOCNTRL RECPT/	09/13/2013	403.66	.00	
TRAFFIC MAINTENANCE		95	CRESCENT ELECTRIC SUPPLY CO	013-527067-00	WIRE/PHOTOCNTRL/CABLE TIE	09/27/2013	1,169.68	.00	
TRAFFIC MAINTENANCE		95	CRESCENT ELECTRIC SUPPLY CO	013-527500-00	PHOTO CONTROLS/LAMPS FOR STR	10/09/2013	1,259.32	.00	
TRAFFIC MAINTENANCE		115	DIXON COMMERCIAL ELECTRIC CO.	01842	REPAIRED UNDERGROUND WIRING	09/11/2013	933.00	.00	
TRAFFIC MAINTENANCE		115	DIXON COMMERCIAL ELECTRIC CO.	01843	REMOVE LIGHT POLE ON 2ND ST	09/12/2013	366.75	.00	

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TRAFFIC MAINTENANCE	262	MASTERCARD	9/2013 #3296	MENARDS-SIX WIRE SPLICE KITS/SO	09/23/2013	38.51	.00	
TRAFFIC MAINTENANCE	262	MASTERCARD	9/2013 #3700	ALL-SAFE-CAMERA	09/23/2013	54.68	.00	
TRAFFIC MAINTENANCE	383	TAPCO	1434739	STREET SIGN FILM	09/27/2013	1,336.78	.00	
TRAFFIC MAINTENANCE	608	BROWN TRAFFIC PRODUCTS INC	040462	TRAFFIC CAMERA REPAIRS FROM G	09/18/2013	5,481.74	.00	
TRAFFIC MAINTENANCE	608	BROWN TRAFFIC PRODUCTS INC	040607	PLASTIC FITTINGS/POLE PLATE/NIPP	09/26/2013	261.06	.00	
TRAFFIC MAINTENANCE	608	BROWN TRAFFIC PRODUCTS INC	040645	TRAFFIC LIGHT PARTS	09/30/2013	137.99	.00	
Total TRAFFIC MAINTENANCE:							11,925.43	.00
WATER	3	ACE HARDWARE	298458	KEY CUT	09/03/2013	6.97	.00	
WATER	3	ACE HARDWARE	298789	HAMMER DRILLING/BATTERY	09/05/2013	35.07	.00	
WATER	3	ACE HARDWARE	299343	EVERGREEN	09/09/2013	122.00	.00	
WATER	3	ACE HARDWARE	299503	CRTL PUMP & GO	09/10/2013	23.39	.00	
WATER	3	ACE HARDWARE	299533	KEY STEM	09/10/2013	8.98	.00	
WATER	3	ACE HARDWARE	299759	CLEANER	09/12/2013	20.67	.00	
WATER	3	ACE HARDWARE	299790	KEY STEM	09/12/2013	13.47	.00	
WATER	3	ACE HARDWARE	299834	CLIP SPRING BAR	09/12/2013	6.29	.00	
WATER	3	ACE HARDWARE	300567	BULBS/MOTH BALLS/MOUSE BAIT	09/18/2013	114.87	.00	
WATER	3	ACE HARDWARE	300738	KEY STEM/SNIP	09/19/2013	41.35	.00	
WATER	3	ACE HARDWARE	300886	DISINFECTANT/BLEACH	09/20/2013	13.50	.00	
WATER	3	ACE HARDWARE	301233	SHELF UNIT	09/23/2013	169.98	.00	
WATER	3	ACE HARDWARE	301565	KEY CUT	09/25/2013	2.32	.00	
WATER	3	ACE HARDWARE	301688	CYLINDER PROPANE/TORCH	09/26/2013	40.28	.00	
WATER	3	ACE HARDWARE	301727	AIR VALVE	09/26/2013	5.38	.00	
WATER	3	ACE HARDWARE	301802	DRILL BIT	09/27/2013	29.69	.00	
WATER	11	ALARM DETECTION SYSTEMS INC.	10/2013 #90840	QUARTERLY CHARGES OCT-DEC	10/06/2013	105.00	.00	
WATER	15	ALL-SAFE OF DIXON	10/2013	REGISTER CHARGE #8571	10/01/2013	9.15	.00	
WATER	15	ALL-SAFE OF DIXON	10/2013	REGISTER CHARGE #8691	10/01/2013	10.14	.00	
WATER	15	ALL-SAFE OF DIXON	10/2013	REGISTER CHARGE #8846	10/01/2013	13.15	.00	
WATER	15	ALL-SAFE OF DIXON	10/2013	REGISTER CHARGE #9022	10/01/2013	10.38	.00	
WATER	32	AUCA	610-8073327	PLANT MATS	06/11/2013	38.21	.00	
WATER	33	AUTOMATIC CONTROL SERVICES	2874	FIX COMM. PROBLEM @ WELL #9	09/30/2013	2,293.15	.00	
WATER	37	BANK OF AMERICA	10/2013 #9281	CROWNE PLAZA-LODGING & MEALS	10/05/2013	575.48	.00	
WATER	37	BANK OF AMERICA	10/2013 #9281	AMAZON-SOFTWARE	10/05/2013	371.23	.00	
WATER	37	BANK OF AMERICA	10/2013 #9281	WALMART-OIL	10/05/2013	28.20	.00	
WATER	48	BONNELL INDUSTRIES INC	0147848-IN	FLUID FILM	10/02/2013	21.90	.00	
WATER	90	CONSTELLATION NEW ENERGY	0011743789	1025 NACHUSA #1-EI-3753	10/02/2013	1,354.67	.00	
WATER	90	CONSTELLATION NEW ENERGY	0011743794	1952 LOWELL PARK RD 1-EI-3970	10/02/2013	141.39	.00	
WATER	90	CONSTELLATION NEW ENERGY	0011743796	2019 LOWELL PARK RD #1-EI-4038	10/02/2013	79.66	.00	
WATER	90	CONSTELLATION NEW ENERGY	0011770417	1740 N BRINTON #1-EI-4039	10/03/2013	117.50	.00	
WATER	90	CONSTELLATION NEW ENERGY	0011770418	1512 S COLLEGE #1-EI-3684	10/03/2013	171.51	.00	

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WATER	90	CONSTELLATION NEW ENERGY	0011770419	1100 WARP #1-EI-3756	10/03/2013	1,509.87	.00	
WATER	90	CONSTELLATION NEW ENERGY	0011770420	92 ARTESIAN #1-EI-3817	10/03/2013	4,395.62	.00	
WATER	90	CONSTELLATION NEW ENERGY	0011770421	1552 DUTCH #1-EI-3959	10/03/2013	615.79	.00	
WATER	90	CONSTELLATION NEW ENERGY	0011770422	0 CHICAGO #1-EI-3292	10/03/2013	153.07	.00	
WATER	90	CONSTELLATION NEW ENERGY	0011770423	1125 N JEFFERSON #1-EI-3610	10/03/2013	2,140.86	.00	
WATER	90	CONSTELLATION NEW ENERGY	0011770424	1329 N GALENA #1-EI-3683	10/03/2013	1,619.59	.00	
WATER	90	CONSTELLATION NEW ENERGY	0011770426	WELL #5 #1-1 D84-895	10/03/2013	1,719.03	.00	
WATER	95	CRESCENT ELECTRIC SUPPLY CO	013-526956-00	FLUOR. LAMP/M VOLT	09/25/2013	257.68	.00	
WATER	95	CRESCENT ELECTRIC SUPPLY CO	013-527069-00	FLUOR. LAMP/M VOLT	09/27/2013	257.68	.00	
WATER	105	DELL MARKETING L P	XJ7KXP7S7	WATER LAB- 1 REPLACEMENT PC	09/27/2013	603.98	.00	
WATER	115	DIXON COMMERCIAL ELECTRIC CO.	01844	CHECKED SCADA CIRCUITS	09/17/2013	270.00	.00	
WATER	155	FREEDOM MAILING SERVICES INC.	23361	WATER DEPT-SHUT OFF NOTICES	10/05/2013	22.19	.00	
WATER	155	FREEDOM MAILING SERVICES INC.	23361	WATER DEPT- POSTAGE	10/05/2013	107.41	.00	
WATER	162	GE CAPITAL	59571762	LEASING SHARP COPIER	10/09/2013	55.79	.00	
WATER	180	HD SUPPLY WATERWORKS LTD.	B496752	REBUILD TAPPING MACHINE	10/07/2013	2,350.00	.00	
WATER	180	HD SUPPLY WATERWORKS LTD.	B581771	PENTAGON KEY/SNAP ON SOCKET	10/07/2013	294.00	.00	
WATER	261	MARTIN & COMPANY EXCAVATING	22447	TICKET # 005-1002J	10/04/2013	939.60	.00	
WATER	274	MILLER BRADFORD RISBERG INC	WK17279	REPAIR/EXTEND-A-HOE	09/26/2013	1,597.23	.00	
WATER	274	MILLER BRADFORD RISBERG INC	WK17303	REPLACE FILTER/FLUIDS/HOSES ON	10/03/2013	2,006.48	.00	
WATER	274	MILLER BRADFORD RISBERG INC	WK17304	REPLACE FILTER/FLUIDS/HOSES ON	10/03/2013	1,994.04	.00	
WATER	274	MILLER BRADFORD RISBERG INC	WK17312	REMOVE BOOM AND REPLACE HOSE	10/08/2013	1,399.15	.00	
WATER	323	QUALITY READY MIX CONCRETE INC	17333	PALMYRA	09/13/2013	276.00	.00	
WATER	323	QUALITY READY MIX CONCRETE INC	17402	RIVER ST.	09/10/2013	138.00	.00	
WATER	328	RENNER QUARRIES LTD.	39947	TICKET #21394	09/30/2013	26.38	.00	
WATER	347	SBM STERLING BUSINESS CENTER	185394	MAINTENANCE CONTRACT FOR COPI	10/07/2013	29.67	.00	
WATER	350	SCHMITT PLUMBING & HEATING	43121	REPAIR FAUCET @ WATER PLANT	09/21/2013	249.55	.00	
WATER	374	STERLING NAPA AUTO PARTS	690539	BATTERY	09/19/2013	109.57	.00	
WATER	374	STERLING NAPA AUTO PARTS	690599	BATTERY CHARGER	09/19/2013	36.99	.00	
WATER	398	TOTAL WATER TREATMENT SYSTEM	0560856	DI SERVICE TANKS	09/27/2013	78.92	.00	
WATER	412	USA BLUEBOOK	167517	CHLORINE RESIDUAL TESTERS	10/03/2013	402.36	.00	
WATER	431	WILLETT HOFMANN & ASSOC INC	19084	WATER TOWER PAINTING @ WELL #7	09/30/2013	4,160.75	.00	
WATER	743	WAGNER, MIKE	4/2013	REIMURSEMENT FOR TRAINING CLA	04/01/2013	210.00	.00	
Total WATER:						36,022.18	.00	
SEWAGE TREATMENT	3	ACE HARDWARE	298845	COUPLE/PIPE/FOGGER	09/05/2013	31.78	.00	
SEWAGE TREATMENT	3	ACE HARDWARE	301522	ANTIFREEZE	09/25/2013	43.47	.00	
SEWAGE TREATMENT	57	C & N SUPPLY	49450	SHIPPING LAB SAMPLES	09/25/2013	14.56	.00	
SEWAGE TREATMENT	57	C & N SUPPLY	49486	SHIPPING LAB SAMPLES	10/03/2013	14.56	.00	
SEWAGE TREATMENT	90	CONSTELLATION NEW ENERGY	0011711690	2600 W THIRD #1-EF-3823	09/29/2013	14,427.94	.00	
SEWAGE TREATMENT	105	DELL MARKETING L P	XJ7KXP7S7	WASTEWATER- 2 REPLACEMENT PC	09/27/2013	1,207.96	.00	

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SEWAGE TREATMENT	115	DIXON COMMERCIAL ELECTRIC CO.	01834	REMOVE PUMP @ HAMPTON LS HOIS	07/31/2013	373.00	.00	
SEWAGE TREATMENT	115	DIXON COMMERCIAL ELECTRIC CO.	01845	REMOVED, CLEANED & REPLACED P	09/20/2013	440.75	.00	
SEWAGE TREATMENT	155	FREEDOM MAILING SERVICES INC.	23361	SEWER DEPT-SHUT OFF NOTICES	10/05/2013	22.18	.00	
SEWAGE TREATMENT	155	FREEDOM MAILING SERVICES INC.	23361	SEWER DEPT- POSTAGE	10/05/2013	107.41	.00	
SEWAGE TREATMENT	162	GE CAPITAL	59571762	LEASING SHARP COPIER	10/09/2013	55.79	.00	
SEWAGE TREATMENT	202	IEPA BUREAU OF WATER	L17-1009	WATER REVOLING FUND-WASTEWAT	09/22/2013	901.80	.00	
SEWAGE TREATMENT	238	KSB CORPORATE HEALTH SERVICE	9/2013	DRUG/ALCOHOL SCREENING	09/30/2013	180.00	.00	
SEWAGE TREATMENT	262	MASTERCARD	9/2013 #3700	S&S BUILDERS HARDWARE-WWTP R	09/23/2013	810.29	.00	
SEWAGE TREATMENT	310	PDC LABORATORIES	750220	SAMPLE TESTING FOR NPDES PERMI	09/15/2013	195.04	.00	
SEWAGE TREATMENT	310	PDC LABORATORIES	751282	LAB TEST REQUIRED BY NPDES	09/30/2013	297.33	.00	
SEWAGE TREATMENT	310	PDC LABORATORIES	751283	LAB TEST REQUIRED BY NPDES	09/30/2013	195.04	.00	
SEWAGE TREATMENT	311	PEST CONTROL CONSULTANTS	34342	GENERAL PEST CONTROL SERVICE	09/27/2013	125.00	.00	
SEWAGE TREATMENT	347	SBM STERLING BUSINESS CENTER	185394	MAINTENANCE CONTRACT FOR COPI	10/07/2013	29.67	.00	
SEWAGE TREATMENT	350	SCHMITT PLUMBING & HEATING	43023	REPLACE STOOL IN BIOSOLIDS BUIL	09/14/2013	335.65	.00	
SEWAGE TREATMENT	458	LOESCHER HEATING AND COOLING	107298	PREVENTIVE MAINTENANCE @ WWT	04/23/2013	2,558.49	.00	
SEWAGE TREATMENT	458	LOESCHER HEATING AND COOLING	107829	PREVENTIVE MAINTENANCE @ WWT	06/05/2013	1,373.81	.00	
Total SEWAGE TREATMENT:						23,741.52	.00	
FIRE	3	ACE HARDWARE	298409	MOTOMIX/VLVBALL	09/03/2013	16.53	.00	
FIRE	3	ACE HARDWARE	298442	CREDIT MEMO RETURN FRM INV#298	09/03/2013	8.54	.00	
FIRE	3	ACE HARDWARE	298602	SPRY MARKING	09/04/2013	5.84	.00	
FIRE	3	ACE HARDWARE	298698	CABLE/WALLPLATE/HARDWARE/SPLI	09/04/2013	33.71	.00	
FIRE	3	ACE HARDWARE	299330	HARDWARE	09/09/2013	1.50	.00	
FIRE	3	ACE HARDWARE	300367	HARDWARE/CHAIN REPAIR	09/16/2013	7.67	.00	
FIRE	3	ACE HARDWARE	300372	MOTOMIX	09/16/2013	7.99	.00	
FIRE	3	ACE HARDWARE	302119	CLEANR/GAS CAP	09/30/2013	14.88	.00	
FIRE	15	ALL-SAFE OF DIXON	10/2013	REGISTER CHARGE #8942	10/01/2013	10.33	.00	
FIRE	65	CENTURYLINK	9/2013 #4498	PUBLIC SAFETY-FIRE #304074498	09/19/2013	280.00	.00	
FIRE	82	COMCAST CABLE	9/2013 #0020	#8771103010060020 INTERNET FOR F	09/26/2013	119.85	.00	
FIRE	121	DIXON OTTAWA COMMUNICATION IN	225491	BATTERY MONITOR V & CHARGERS	10/02/2013	74.00	.00	
FIRE	139	EMERGENCY MEDICAL PRODUCTS I	1592100	GLOVES/METAL BLADES	10/01/2013	178.30	.00	
FIRE	173	HARDEN'S AUTO & TRUCK REPAIR	21651	REPAIR OIL LEAK ON 1H17	10/10/2013	717.67	.00	
FIRE	191	HUFFMAN CAR WASH	125514	VEHICLE WASH	08/07/2013	6.00	.00	
FIRE	191	HUFFMAN CAR WASH	125797	VEHICLE WASH	09/04/2013	9.50	.00	
FIRE	191	HUFFMAN CAR WASH	125800	VEHICLE WASH	09/05/2013	9.50	.00	
FIRE	191	HUFFMAN CAR WASH	126023	VEHICLE WASH	09/27/2013	6.00	.00	
FIRE	191	HUFFMAN CAR WASH	126033	VEHICLE WASH	09/27/2013	6.00	.00	
FIRE	212	ILLINOIS FIRE STORE	29667	FALL UNIFORM ORDER	09/23/2013	1,567.67	.00	
FIRE	212	ILLINOIS FIRE STORE	29731	HELMET FRONTS	10/01/2013	209.85	.00	
FIRE	238	KSB CORPORATE HEALTH SERVICE	9/2013	DEPARTMENT PHYSICALS 6/1-9/30	09/30/2013	941.00	.00	

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FIRE		252	LINCOLNWAY AUTO ELECTRIC	45616	BELT/HOSE/ETC REPLACEMENT ON 1	09/27/2013	643.47	.00	
FIRE		253	LINEN EXPRESS	467059	LAUNDRY	09/01/2013	52.70	.00	
FIRE		262	MASTERCARD	9/2013 #2801	COMFORT INN-LODGING WHILE AT T	09/23/2013	201.42	.00	
FIRE		262	MASTERCARD	9/2013 #2801	WILSON MEMORIAL PURCHASES	09/23/2013	884.26	.00	
FIRE		262	MASTERCARD	9/2013 #2801	DAYS INN-LODGING WHILE AT TRAINI	09/23/2013	197.69	.00	
FIRE		262	MASTERCARD	9/2013 #2801	COMFORT INN-LODGING WHILE AT T	09/23/2013	268.56	.00	
FIRE		262	MASTERCARD	9/2013 #3700	GODADDY-FIRE DOMAIN NAME	09/23/2013	149.70	.00	
FIRE		265	MEDICAL PRODUCTS GROUP INC	247073	OXYGEN D	10/02/2013	26.25	.00	
FIRE		265	MEDICAL PRODUCTS GROUP INC	247202	OXYGEN D	10/02/2013	26.25	.00	
FIRE		265	MEDICAL PRODUCTS GROUP INC	247202	OXYGEN M	10/02/2013	32.00	.00	
FIRE		265	MEDICAL PRODUCTS GROUP INC	247688	OXYGEN D	10/02/2013	26.25	.00	
FIRE		265	MEDICAL PRODUCTS GROUP INC	247840	OXYGEN D	10/02/2013	17.50	.00	
FIRE		265	MEDICAL PRODUCTS GROUP INC	54004	OXYGEN M	10/02/2013	16.00	.00	
FIRE		285	MUNICIPAL EMERGENCY SERVICES	00454005_SNV	GAUGE-BULLET CHAIN	10/03/2013	1,781.11	.00	
FIRE		285	MUNICIPAL EMERGENCY SERVICES	00454770_SNV	HEAD HARNESS	10/07/2013	232.35	.00	
FIRE		410	UNIFORM DEN INC	80292	FALL UNIFORM ORDER/NEW HIRE/PR	10/04/2013	1,216.25	.00	
FIRE		410	UNIFORM DEN INC	80371	FALL UNIFORM ORDER/NEW HIRE/PR	10/04/2013	161.50	.00	
FIRE		410	UNIFORM DEN INC	80375	FALL UNIFORM ORDER/NEW HIRE/PR	10/04/2013	431.95	.00	
FIRE		410	UNIFORM DEN INC	80377	UNIFORM AND GEAR FOR NEW HIRE	10/07/2013	456.44	.00	
FIRE		447	ROMEIOVILLE FIRE ACADEMY	2013-355	FIRE APPARATUS ENGINEER CLASS	09/24/2013	435.00	.00	
FIRE		653	GOODE, RYAN	10/2013	TRAINING REIMB MILEAGE	10/05/2013	27.50	.00	
FIRE		746	BROWN, AARON	9/2013	MILEAGE/PERDIEM FAE CLASS	09/14/2013	388.85	.00	
Total FIRE:							11,888.25	.00	
POLICE		3	ACE HARDWARE	299945	BROAD HINGE	09/13/2013	35.92	.00	
POLICE		3	ACE HARDWARE	300299	PADLOCK/NUT DRIVER/KEY CUT	09/16/2013	92.32	.00	
POLICE		3	ACE HARDWARE	300432	CHAIN COIL	09/17/2013	31.31	.00	
POLICE		31	ASTRO VEN DISTRIBUTORS INC	26972	MULTI-FOLD/KITCHEN PAPER TOWEL	10/01/2013	172.87	.00	
POLICE		34	AUTOZONE INC.	1916596041	LITHIUM GREASE	09/18/2013	4.55	.00	
POLICE		34	AUTOZONE INC.	1916600317	HALOGEN BULB	09/29/2013	13.49	.00	
POLICE		65	CENTURYLINK	9/2013 #4498	PUBLIC SAFETY-POLICE #304074498	09/19/2013	1,047.08	.00	
POLICE		82	COMCAST CABLE	9/2013 #0236	POLICE #8771103010060236	09/26/2013	25.00	.00	
POLICE		105	DELL MARKETING L.P	XJ7KXP7S7	POLICE- 2 REPLACEMENT PC'S	09/27/2013	5,435.82	.00	
POLICE		121	DIXON OTTAWA COMMUNICATION IN	225928	INSTALL FRONT AND REAR MOVING	09/25/2013	90.00	.00	
POLICE		121	DIXON OTTAWA COMMUNICATION IN	225952	INSTALL FRONT AND REAR RADAR	10/02/2013	90.00	.00	
POLICE		121	DIXON OTTAWA COMMUNICATION IN	440257	RADIO MAINTENANCE	10/01/2013	352.50	.00	
POLICE		145	EXPERIAN	CD1406031298	CREDIT CHECK	09/27/2013	27.11	.00	
POLICE		162	GE CAPITAL	59500050	LEASE PAYMENT FOR A7346 PRINTE	09/25/2013	101.00	.00	
POLICE		182	HEMMER, MICHELLE	130004	UNIFORM ALTERATIONS	10/09/2013	21.25	.00	
POLICE		191	HUFFMAN CAR WASH	832	27 CAR WASHES	09/30/2013	108.00	.00	

Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
POLICE		232	KEN NELSON AUTO PLAZA	297811	STRAIGHTENED SUPPORT BAR FOR	10/03/2013	99.95	.00	
POLICE		235	KITZMAN'S LTD.	310350	2X4-8	09/09/2013	29.71	.00	
POLICE		245	LEAF	4638658	LEASE DOCUMENTATION FEE A7740	09/25/2013	44.00	.00	
POLICE		249	LEE COUNTY TREASURER	10/2013	RADIO COMMS. SERVICE	10/01/2013	10,040.47	.00	
POLICE		262	MASTERCARD	9/2013 #2165	VISTAPRINT-200 DPD MAGNETS	09/23/2013	219.70	.00	
POLICE		262	MASTERCARD	9/2013 #2165	VISTAPRINT-BUSINESS CARDS	09/23/2013	101.37	.00	
POLICE		262	MASTERCARD	9/2013 #2165	ADORAMA-WATERPROOF BINOCULA	09/23/2013	339.90	.00	
POLICE		262	MASTERCARD	9/2013 #3296	QUALIFICATION TARGETS	09/23/2013	1,394.12	.00	
POLICE		262	MASTERCARD	9/2013 #3296	WALMART-BATTERY BACKUP/ADAPT	09/23/2013	204.75	.00	
POLICE		262	MASTERCARD	9/2013 #3296	MEALS FOR OFFICER WHILE AT TRAI	09/23/2013	65.84	.00	
POLICE		262	MASTERCARD	9/2013 #3296	HOLIDAY INN-LODGING WHILE AT TR	09/23/2013	123.20	.00	
POLICE		262	MASTERCARD	9/2013 #3296	WALMART/PIZZA HUT-PEER JURY TR	09/23/2013	154.79	.00	
POLICE		262	MASTERCARD	9/2013 #3486	GALLS/BAUDVILLE-FLASHLIGHT/MEDI	09/23/2013	2,809.41	.00	
POLICE		262	MASTERCARD	9/2013 #3486	MEALS FOR OFFICER WHILE AT TRAI	09/23/2013	222.89	.00	
POLICE		262	MASTERCARD	9/2013 #3486	CIRCLE K-GASOLINE	09/23/2013	35.38	.00	
POLICE		262	MASTERCARD	9/2013 #3486	COMFORT INN-LODGING WHILE AT T	09/23/2013	406.52	.00	
POLICE		262	MASTERCARD	9/2013 #3486	POSTAGE	09/23/2013	45.56	.00	
POLICE		279	MORLEY SIGNS	9/2013	INFO PURCHASE/WIRING INTERVIEW	09/23/2013	1,170.95	.00	
POLICE		300	OFFICEMAX INCORPORATED	441953	LETTERING FOR RADAR SPEED TRAI	09/11/2013	155.00	.00	
POLICE		318	PRECISION AUTOMOTIVE	76136	PRINTER PAPER	09/27/2013	149.94	.00	
POLICE		318	PRECISION AUTOMOTIVE	76270	VAT 45 TEST CHARGING SYSTEM/RE	09/13/2013	213.78	.00	
POLICE		324	QUILL CORPORATION	5982948	REPAIR POWER SEAT/FRONT & REA	10/03/2013	1,952.88	.00	
POLICE		324	QUILL CORPORATION	6015921	LRG ENVELOPES	09/27/2013	85.98	.00	
POLICE		347	SBM STERLING BUSINESS CENTER	184534	STACKING LETTER TRAYS	09/30/2013	9.96	.00	
POLICE		347	SBM STERLING BUSINESS CENTER	184535	MAINTENANCE CONTRACT FOR COPI	09/30/2013	46.00	.00	
POLICE		347	SBM STERLING BUSINESS CENTER	185589	MAINTENANCE CONTRACT FOR COPI	09/30/2013	137.13	.00	
POLICE		363	SLIM-N-HANK'S	26426	MAINTENANCE CONTRACT FOR COPI	10/08/2013	84.00	.00	
POLICE		374	STERLING NAPA AUTO PARTS	691130	BODY REPAIRS FOR 07 DURANGO	09/19/2013	1,814.90	.00	
POLICE		410	UNIFORM DEN INC	80044	OIL FILTER/AIR FILTER	09/23/2013	60.62	.00	
POLICE		410	UNIFORM DEN INC	80275	BODY ARMOR	09/30/2013	1,197.22	.00	
POLICE		410	UNIFORM DEN INC	80275-01	UNIFORM AND GEAR FOR NEW HIRE	09/23/2013	1,187.38	.00	
POLICE		410	UNIFORM DEN INC	80278	UNIFORM AND GEAR FOR NEW HIRE	10/03/2013	407.56	.00	
POLICE		410	UNIFORM DEN INC	80287	5-STAR HAT	10/03/2013	44.55	.00	
POLICE		448	PTC SELECT	1754	RANK INSIGNIA/SILVER CAP STRAPS	09/23/2013	144.75	.00	
POLICE		448	PTC SELECT	197941	SALES CREDIT MEMO	06/28/2013	120.00-	.00	
POLICE		533	WOLFLEY, MICHAEL	2964636184	VERBATIM CARD READER	08/30/2013	123.63	.00	
POLICE		738	LEXIPOL LLC	9676	REIMBURSE FOR DATA PLAN	10/01/2013	30.00	.00	
POLICE		739	AUDIO VIDEO	13504	1 YEAR LAW ENFORCEMENT POLICY	10/01/2013	2,850.00	.00	
POLICE		739	AUDIO VIDEO	13577	AUDIO/VIDEO WIRING INTERVIEW RO	09/11/2013	642.84	.00	
POLICE		748	BRANIFF COMMUNICATIONS INC	0027212	DVR FOR INVESTIGATIVE INTERVIEW	10/04/2013	464.00	.00	
POLICE					ANNUAL PREVENTATIVE MAINTENAN	10/01/2013	2,750.00	.00	

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POLICE	750	SIBLEY, BRADLEY J.	10/2013	PERDIEM FOR CONFERENCE IN PHIL	10/15/2013	396.00	.00	
POLICE	751	LANGLOSS, DAN	10/2013	PERDIEM FOR CONFERENCE IN PHIL	10/15/2013	396.00	.00	
Total POLICE:							40,380.45	.00
LIBRARY	31	ASTRO VEN DISTRIBUTORS INC	26917	TISSUE/DISINFECTANT/TOILET TISSU	09/24/2013	118.06	.00	
LIBRARY	31	ASTRO VEN DISTRIBUTORS INC	26985	C-FOLD TOWELS/TRASH BAGS	10/04/2013	83.33	.00	
LIBRARY	107	DEMCO INC	5096372	LABEL PROTECTORS/BOOK JACKETS	10/01/2013	146.72	.00	
LIBRARY	124	DIXON PUBLIC LIBRARY	10/2013	POSTAGE	10/01/2013	1.72	.00	
LIBRARY	124	DIXON PUBLIC LIBRARY	10/2013	ALDI/JOANN FABRIC/WALMART	10/01/2013	20.01	.00	
LIBRARY	157	FYR- FYTER INC	55361	SERVICE FIRE EXTINGUISHERS	09/24/2013	56.55	.00	
LIBRARY	159	GALE/CENGAGE LEARNING	50333491	2 LRG PRINT BKS	09/19/2013	47.98	.00	
LIBRARY	159	GALE/CENGAGE LEARNING	50387712	1 LRG PRINT BKS	09/25/2013	21.00	.00	
LIBRARY	159	GALE/CENGAGE LEARNING	80335515	4 LRG PRINT BKS	09/19/2013	88.46	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74031373	ADULT MTLs	09/13/2013	105.81	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74031373	CHILDRENS BOOKS	09/13/2013	24.23	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74122079	ADULT MTLs	09/19/2013	141.00	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74122079	CHILDRENS BOOKS	09/19/2013	31.54	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74141177	CREDIT FRM INVOICE #74031373	09/19/2013	9.60-	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74164075	NO CHARGE-PAID ON INVOICE #7403	09/22/2013	.00	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74171174	ADULT MTLs	09/23/2013	75.70	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74171174	CHILDRENS BOOKS	09/23/2013	86.24	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74171175	ADULT MTLs	09/23/2013	507.91	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74215817	ADULT MTLs	09/25/2013	227.31	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74247495	ADULT MTLs	09/26/2013	70.31	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74247495	CHILDRENS BOOKS	09/26/2013	55.31	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74261867	ADULT MTLs	09/27/2013	221.98	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74261867	CHILDRENS BOOKS	09/27/2013	43.47	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74330494	ADULT MTLs	10/02/2013	28.81	.00	
LIBRARY	216	INGRAM LIBRARY SERVICES	74330494	YOUNG ADULT	10/02/2013	448.43	.00	
LIBRARY	262	MASTERCARD	9/2013 #5681	HOSTMONSTER-HOSTING EMAIL	09/23/2013	238.17	.00	
LIBRARY	262	MASTERCARD	9/2013 #5681	BULBS COM-BULBS	09/23/2013	274.00	.00	
LIBRARY	262	MASTERCARD	9/2013 #5681	ROCKFORD REGISTER-RENEWAL	09/23/2013	93.60	.00	
LIBRARY	262	MASTERCARD	9/2013 #5681	ORIENTAL TRADING-PROGRAMS	09/23/2013	18.98	.00	
LIBRARY	262	MASTERCARD	9/2013 #5681	ORIENTAL TRADING-SUPPLIES	09/23/2013	81.12	.00	
LIBRARY	299	OFFICE DEPOT	676034106001	BINDER CLIPS/LABEL TAPE/CARDST	09/16/2013	59.28	.00	
LIBRARY	372	STATELINE TECHNOLOGIES	DPL-10-13	TECHNOLOGY SERVICES	10/01/2013	263.25	.00	
LIBRARY	372	STATELINE TECHNOLOGIES	DPL-7-13	TECHNOLOGY SERVICES	07/01/2013	760.50-	.00	
LIBRARY	434	XEROX CORPORATION	070312030	PUBLIC COIN COPIER	10/01/2013	180.99	.00	
LIBRARY	434	XEROX CORPORATION	070312031	OFFICE COPIER	10/01/2013	301.43	.00	
LIBRARY	740	STERLING PUBLIC LIBRARY	100105	COPORATION LICENSES FOR FY14	10/01/2013	5,468.71	.00	

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Report Criteria:

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

Meeting Minutes of the Dixon Public Library Board of Trustees**Monday September 9, 2013**

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

Absent With Notice: Carol Linkowski

Meeting Location: Dixon Public Library, Lower Level Meeting Room

David Badger made a motion that Bob Thomas be made the Presiding Officer Pro-Tem until President Glen Hughes arrived. Kim Pettygrove seconded the motion, and the motion was approved. Bob Thomas called the meeting to order at 5:42 pm. There were no citizens present. President Glen Hughes came shortly thereafter and conducted the remainder of the meeting. Kim Pettygrove noted that the minutes of the August 12, 2013 Board Meeting incorrectly stated that he had made a report to the Board from the Finance and Budget Committee. Terry Dunphy made a motion to approve the minutes of the August 12, 2013 Board of Trustees Meeting as amended, Tracey Lawton seconded the motion, and the motion passed.

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

Director's Report: Director Lynn Roe reiterated a few points from her Director's Report. She will speak with Bud Lefevre about new landscaping next Spring for land between the building and the parking lot. Lynn sold 20 chairs that the library did not need to the Next Picture Show for \$12.00 each. Two men from Twin Supplies Limited Company came to look at the light fixtures in the library. If they receive a Clean Energy Grant, they will replace older light fixtures with new LED light fixtures at no cost to the library. The library received \$379.78 in August from book sales. The library had to switch its web browser from Internet Explorer to Firefox in order for the debit card scanners and webcams to work properly.

Roberta Vanderlin showed the Board a rough sketch of the plans for the parking lot striping and handicap parking locations in the City parking lot adjacent to the library. We discussed that we feel the library should have more than the 4 parking stalls dedicated solely for the use of library patrons. Also, there was a general consensus that there should be at least 1 handicap parking stall near the back of the library, where the handicap accessible entrance is located. The present plan does not have any handicap parking stalls at the back of the lot, due to the slope of the lot.

Treasurer's Report: The Treasurer's Report was reviewed. The beginning balance in the Checking Account as of August 9, 2013 was \$28,340.46 and the ending balance as of September 6, 2013 is \$28,314.01. Terry Dunphy informed us that the CD that just matured in early September at Community State Bank and was rolled over into a new CD has an interest rate of 0.745%. Kim Pettygrove requested that our monthly report summarizing CDs show the interest rates for the each CD in the future. Kim also noted that the Checking Account balance has been slowly and steadily going down. Kim Pettygrove made a motion to approve the September 2013 Treasurer's Report and Trust Fund Memorials, Donations, Special Funds Report as presented, Tracey Lawton seconded the motion, and the motion was approved. After the Board reviewed the Invoices & Expenditures Report, Kim Pettygrove made a motion to approve the August 2013 Invoices & Expenditures Report as presented, David Badger seconded the motion, and the motion passed. Lynn Roe reported that we have received approximately 51% of the Tax Levy money due to the library.

Committee Reports:

- **Finance and Budget:** No report.

- **Building and Grounds:** To be discussed under New Business.
- **Personnel and Salaries:** Lynn Roe reported that she and Bob Thomas met to discuss the City of Dixon's accrual system for full time employee benefits.
- **By-laws, Policies, and Procedures:** To be discussed under Unfinished Business.
- **Technology & Technology Resources:** No report.
- **Financial Planning Ad Hoc Committee:** Glen Hughes and Kim Pettygrove plan to meet in the near future to discuss Financial Planning.

Unfinished Business:

- Director Lynn Roe's suggestion that the library adopt new hours of operation that would make the Youth Department and Adult Department have the same hours was discussed. This would make the library hours more user friendly for families. We discussed that it might be inconvenient to our patrons to close the library at 2:00 pm on Saturdays. Roberta Vanderlin pointed out that if we made the Saturday hours 9:00 am to 3:00 pm, but otherwise kept the hours as recommended by Lynn Roe (Monday through Thursday 9:00 am – 7:00 pm; Friday 9:00 am – 5:00 pm), then the total number of hours that the library is open to the public will be exactly the same as it is now (108 hours per week). Lynn suggested that if we adopt new hours, we should begin implementing them on January 1st. David Badger made a motion to adopt the new hours of operation recommended by Director Lynn Roe. He then amended his motion to say that we adopt the following new hours of operation for the Youth Department and the Adult Department on January 1, 2014:

9:00 am – 7:00 pm Monday through Thursday
 9:00 am – 5:00 pm Friday
 9:00 am – 3:00 pm Saturday

The motion was seconded by Kim Pettygrove, and the motion passed.

- The Board reviewed some changes to the wording in the Employee Handbook that have been recommended by Lynn Roe. We discussed possible changes to wording in the Fringe Benefits, Personal Leave, Salaries and Evaluations, Payment, Hours of Work, Overtime, and Time Sheets sections. Lynn will check into the City's policy on a couple things, make some changes as recommended by the Board, and will bring the revised Employee Handbook to the next Board meeting for the Board's approval.

New Business:

- Lynn explained that new, more heavy duty downspouts are needed in certain areas of the building. She will look into the cost of new downspouts.
- Lynn is compiling a list of furniture and other items that she feels are no longer needed by the library. She will bring her list of items to be sold or disposed of to the next Board meeting for the Board's approval.

Kim Pettygrove made a motion to adjourn the meeting, Tracey Lawton seconded the motion, and the motion was approved. The meeting was adjourned at 6:58 pm.

Our next meeting is on Tuesday October 15, 2013 at 5:30 pm.
 Respectfully submitted,

Roberta Vanderlin, Secretary

DIXON PUBLIC LIBRARY - BOARD of TRUSTEES
Treasurer's Report for October 15, 2013 Meeting

Beginning Balance in Checking Acct	September 6, 2013	*	28,314.01
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Expenditures: September 9, 2013

Deduct from memorial fund	Check payable to	Amount
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various funds below	Dixon Public Library	83.97
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* Dixon Public Library already pd Ingram invoices from regular budget *

Marilyn Dillow Memorial	2 books	24.25
KSB Fund	2 books	18.59
Warner Fund	3 books	41.13

(reimburse regular budget line Adult Materials acct # 15-410-5431 Adult Library Mtls)

Summer Reading Program	Dixon Public Library	90.74
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* Dixon Public Library already pd invoices from regular budget *

from Mastercard * requis. for 8-31-13

SRP supplies from Amazon * 27.24 / Oriental Trading Co. * 63.50

(reimburse regular budget line acct # 15-410-5890 * Misc Expense)

various funds below	Center Point Large Print	1,567.44
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Platinum Mystery/Premier Romance (July 2013 thru June 2014) = 1035.36

Platinum Fiction (Sep 2013 thru Aug 2014) = 532.08

from Kline, Dennis	131.50
from Large Print	1,050.00
from Pierce, Ed	385.94

KSB Fund	Nutrition Action	20.00
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1 yr magazine renewal * Jan 2014 - Jan 2015

Murphy Foundation (Media)	Midwest Tape	218.91
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9 dvds

Roe Fund	Distinctive Gardens	77.50
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Invoice # 13573 dtd 8-12-13/weed-prune-herbicide

Summer Reading Fund	Lynn Roe	23.20
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receipts Walmart/Michael's-SRP programs-crafts

Total Expenditures	*	2,081.76
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Treasurer's Report for October 15, 2013 meeting continued.....

Deposits:	September 9, 2013	397.87
	October 9, 2013	3,714.96
	TOTAL	4,112.83

Apply to Fund:	Source:	Amount
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Books & Materials:

Kullerstrand (online book sales)	Kullerstrand, Diane	962.83
	Aug sales	397.87
	Sep sales	564.96
Large Print Fund		500.00
	Donald or Judy Fane	128.00
	Dorothy Fane Trust	372.00

Adult Programs/Projects:

IHC/GROP Fund	cash purchase	10.00
	sale of Green River Ordnance book	

Youth Programs / Projects:

Sauk Valley Bank Fund	Sauk Valley Bank	400.00
	donation from Scarecrow Festival event	

Building Improvement:

Change for Chairs Fund	Next Picture Show	240.00
	sale of chairs	

Special Funds:

McCoy, Joan and Sarah	Midland States Bank	2,000.00
	donation from Sarah (Sally) McCoy	

Total Deposits	*	4,112.83
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Interest pd to checking account:	Aug 31, 2013	0.24
	Sep 30, 2013	0.23
	TOTAL interest	0.47

Ending Balance in Checking Acct	October 9, 2013	30,345.55
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8-B

Date: Tue, 15 Oct 2013 08:40:56 -0500 [09:40:56 AM EDT]**From:** Jeff Kuhn <kuhn@grics.net>

To: Vicky Turner <gemhome1@yahoo.com>, martru1@aol.com <martru1@aol.com>, setchell@gallatinriver.net <setchell@gallatinriver.net>, Diane Bausman <dbausman@bwcvb.com>, Jeff Kuhn <kuhn@grics.net>, james.burke@discoverdixon.org Burke <james.burke@discoverdixon.org>, donann@grics.net <donann@grics.net>, Dixon Welcome Center <info@discoverdixon.com>, Kathe Swanson <kathe.swanson@discoverdixon.org>, Laura Santos <ljsantos718@yahoo.com>, alcece@comcast.net <alcece@comcast.net>

Subject: Minutes for Oct.

DIXON TOURISM BOARD MEETING

Date: Oct. 14, 2013

Place: Woodcote at Lowell Park

Attending: Vicky Turner-Pence, Marilyn Trulock, Karen Setchell, Diane Bausman, Jeanne Kuhn, Mayor Jim Burke, Ann Lewis

Guest: Wendell Snell

Absent: Laura Santos, Lyn Milano, Al Duncan, Becky Reilly

Call to Order by President Vicky Turner-Pence at 5:30.

The minutes from Sept. were approved. (Ann moved, and Marilyn 2nd.)

Our guest, Wendell Snell from the RiverFront commission, described the 3-sided information and Display Case that they would like to install at the RiverFront. The cost of their desired design is \$2,717.68, not including installation. They would like aid from us and local contractors to help install. They would also have brochures on display, as well as restaurants and business advertising. Vicky inquired if those brochures would conflict with getting visitors into the Welcome Center.

After Wendell left, we discussed this venture. Vicky will send Wendell a note that he needs to fill out a grant request, and we will further discuss this after that is done.

The Treasure's Report was reviewed. Karen pointed out the we had over \$15,000 in receipts since our checks from the state for hotel tax for June and July finally arrived. The Welcome Center had large sales for Sept. also with \$409.

Blackhawk Waterways: (Diane B.) Lots of advertising going on, as well as co-op advertising in Rockford and Suburban print media. Diane accompanied a travel writer from the UK last week, with stops in Dixon Reagan sites.

The Deputy Director of Tourism, Jen Hoezle, will be in the area for Oct. 24-26. She will be in Dixon on Oct. 24, staying at the Comfort Inn. We decided to have a dinner at Basil Tree for her with the Tourism Board and City Council members. It was suggested we prepare a "Goody Bag" from the Welcome Center for her hotel room. Also a social gathering at the Next Picture Show for the Chamber, Tourism Board, and Council as a Meet and Greet event to meet her. Vicky will put out an invitation to the groups. Jeannie moved (Ann 2nd) DTB pay for refreshments, but have a cash bar. Diane will check with TNPS to see if this could be arranged.

Task Force Report: We discussed the report, both the pro and cons of how it dealt with us.

No Grant Requests this month.

NEW EVENTS/ UPDATES/ REPORTS

Dixon Coloring Book: The deadline date has been extended, since no entries have been turned in yet.

Blackhawk Waterways Grant for our Dining Guides was approved.

Cemetery Walk on Oct. 13 went well.

Lincoln Brochure: Sandy Shular is starting a design for this.

UPDATES FROM BOARD MEMBERS

Reagan Home Fundraiser is Nov. 1. The Welcome Center will donate a basket for their silent auction.

Ann questioned about Rock Falls having a sign on I88 listing the names of motels, gas stations, and restaurants. Did those companies pay for the sign, or their tourism board? Diane will check.

Vicky reported that an "American Road" writer is coming to Dixon next week. We will pay for a night at the Comfort Inn.

She received the quotes for a phone walking tour of the city. She will examine them and report on it next month.

St. Luke's Episcopal Church will have a 175th anniversary celebration this weekend with events scheduled Friday through Sun.

Next Meeting will be NOVEMBER 18 (week later) at Timber Creek. Since it is Monday night, they do have a \$4.95 chicken special, so come hungry!

We adjourned at 6:55. (Ann moved.)

Thanks to the Dixon Park District for the use of Woodcote.

Respectfully submitted, Jeanne Kuhn, Secretary

8-C

DIXON MUNICIPAL AIRPORT, DIXON, ILLINOIS
AIRPORT BOARD MEETING
August 17, 2013
8:00 AM at Dixon Walgreen Field

Board Members:

Present: Brian Brown, Dave Flenner, Al Hill and Ray Neisewander

Absent: Vacant Board Position

Quorum present? Yes

Others Present: Dixon Mayor Jim Burke, Airport Manager Larry Haley

Proceedings: The meeting was called to order at 8:12 AM CDT by Ray Neisewander.

Secretary's Report: Dave Flenner

- **Minutes from June 08, 2013** – Dave played a voice recording of a portion of Last meeting to clarify he had recorded the minutes correctly concerning the vote for the John Deere 3320 Mower. After discussion there were no objections to the printed record.

MOTION by Al Hill to approve minutes for April 13, 2013 as recorded by Dave. Seconded by Brian Brown – **APPROVED.**

Treasurer's Report: – Brian Brown

- Brian submitted the Revenues with Comparison to Budget report from the City of Dixon ending Aug. 31, 2013. Brian and Larry also clarified the Operating Supplies group to include Fuel Farm, Janitor and Runway Improvements. Discussion about this information from the city regarding our current budget and expenses. Reviewing our Current Year Budget for the first time we discovered that the money submitted for the replacement of the 3320 mower was not included as requested. Al confirmed it was requested but appears to have been removed when city finalized the budgets. Brian offered to meet with Paula regarding the report and what was included in each Expense Group. Mayor Burke request he be included when Brian meets with Paula.

MOTION by Al Hill to accept the Budget Report, Seconded by Dave Flenner– **APPROVED.**

Airport Manager and Maintenance Report: Larry Haley

- **AG Plane** –Larry reports that there were some fuel spills by the AG operation. They have resealed the asphalt surfaces where the spills were at.
- **AWOS** – The radio used to broadcast on the AWOS frequency jumped frequency. Larry has No idea how it could happen. The FCC notified the AWOS Company which had to reset the frequency. System was shut down till it could be corrected.
- **Wind Tee** - Power Cable broke at the swivel for the Wind Tee. Larry feels it was not properly assembled, and is in contact with the installing contractor. The obstruction light is not operating so the Wind Tee is currently Out of Service.
- **Restrooms** –Larry is working at closing in the openings in the walls made when the drain pipe was leaking.
- **HANGERS** – No change from last meeting. Vacancies = B2, B3, B4, C4 and E5. Fire Department is going to use C4 to store a safety trailer. Needed to straighten out a billing issue with the City for Romo in F2 they were not billing for the F1 hanger added to her lease. E5 had the Ag Plane but is vacant now. Dave mentioned a complaint he heard from Harry Spell about the AG Plane operators leaving Hanger door open and also borrowing tools from his hanger. They apparently told him after the fact about the tools.
- **Lot Property end of runway 12** –Larry says he did some work there to improve water flow. The rock in the ditch on the lot is now filled with dirt and backing up water into our underground drainage system.

MOTION by Dave Flenner to accept the Airport Manager and Maintenance Report, Seconded by Al Hill – **APPROVED.**

- **Furnace Duct on Airport Shop Hanger** – Larry had furnace people look at the Exhaust stack coming out of the West Wall. They say the corrosive fumes rather than heat is damaging the paint on the siding. The Exhaust could be changed to exit through the Roof. They priced the repair two ways. Repair as it currently is for \$348 or change to a Roof Exit for \$462. Discussion felt for less than \$100 more it could be repaired right by going through the roof, and to do the other repair would only require another repair in the future.

MOTION by Dave Flenner to accept the \$462 repair of the Furnace Flu Exhaust, Seconded by Brian Brown – **APPROVED.**

DIXON MUNICIPAL AIRPORT, DIXON, ILLINOIS
AIRPORT BOARD MEETING
August 17, 2013
8:00 AM at Dixon Walgreen Field

Public relations: Al Hill

- Still needs to issue Press release about our Newest Member Brian Brown.

Engineering and Projects reports: Al Hill

- Runway Wiring – Al expects the Runway Light Wiring Inspection to be completed soon.
- Engineering Consultant Contract – Al is getting this wrapped up but not signed at this time.

Old Business:

- Land Appraisals – Al reported all appraisals are completed. Church Elders and Congregational meeting approved the selling the property. It is now at the City to approve the purchase.
- Maintenance Hanger/ Breneman Aircraft Hanger – Larry reports the Overhead door is installed in place of the previous double entry door. Some trim work will need to be done to cover area by old door jamb.
- Courtesy Car – Al has nothing to report he is still in process working on a new agreement. Brian offered to help if Al would like any assistance.

New Business:

- New Board Member – Mayor Burke reports he has a nominee for the Board and it will be submitted to the Council for approval the first meeting is September.
- Future Planning – Mayor Burke explained the need for us to be open minded for planning the future of our Airport. Discussion was about possible water and sewer needs, possible land for expansion of business at the airport and the infrastructure of the airport itself. Mayor Burke believes there is a need for a strategic plan for the Airport. This may need a Task Force including city business members to explore the commercial possibilities.
Discussion continued to the length needed for our runway to be used by commercial business planes. The 5,000 foot runway is what is required to satisfy the operators and insurance companies. This is mostly needed in poor weather conditions but as a result most operate with a 5,000 foot requirement.
- Future Airport Management – Al submitted the need for us to review our current Airport Manager system. This is a real need with our current Airport manager approaching the time he will want to retire. We need to research current versus using other forms of management. Al mentions the possibility of having a business that is the FBO (Fixed Base Operator) be the manager of the airport.
- Petunia Festival - 50th anniversary for the Festival. There is discussion of a Big Band event like we have at the airport in the past. There would be a financial hit to the current FBO in the main hanger due to lost shop time during setup and teardown of the event. Parking would require the correct crop to use the field or possibly bussing from factory lots could be done. We felt it is a workable possibility.
- NOTAM – Brian brought up a issue about NOTAM (Notice to Airmen) issuance. When Larry is unavailable do we have a plan to issue a NOTAM? Larry feels there is not a need for anyone to issue a NOTAM, and Pilots would not get the information. Some of the Pilot Board members feel that information is needed and the controllers would advise Pilots coming to our airport. Brian and Larry are to research this with the FAA Flight Service Office.

Closing Comments: None

MOTION to adjourn at 9:41 AM by Al Hill, second by Brian Brown– **APPROVED**

Next meeting Saturday at 8:00 A.M. Local time, October 19, 2013

Future dates on December 14th, 2013

Minutes submitted by Secretary, David Flenner

11-A

CITY OF DIXON

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING SPECIAL USE FOR THE OPERATION
OF A SHOP FOR AN ELECTRICAL CONTRACTING BUSINESS
PURSUANT TO THE PETITION OF MARVIN B. HOGENSON AND STEVEN DILGER**

ADOPTED BY THE

COUNCIL

OF THE

CITY OF DIXON

THIS ____ DAY OF OCTOBER, 2013

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

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING SPECIAL USE FOR
THE OPERATION OF A SHOP FOR AN ELECTRICAL CONTRACTING BUSINESS
PURSUANT TO THE PETITION OF MARVIN B. HOGENSON AND STEVEN DILGER**

WHEREAS, Marvin B. Hogenson and Steven Dilger have submitted a Petition to the City Council for a Special Use for property commonly referred to as 1107 Eastern Avenue in the City of Dixon; and

WHEREAS, the Special Use that has been requested by the Petitioners is to operate a shop for an electrical contracting business; and

WHEREAS, the City Council has previously granted Marvin B. Hogenson a Special Use to operate a shop for his construction business on said property, which Special Use remain in effect; and

WHEREAS, the operation of a shop for an electrical contracting business is a matter for which Special Use status can be granted under the Zoning Ordinances for the City of Dixon; and

WHEREAS, the Plan Commission for the City, after conducting a public hearing, has recommended to the City Council that a Special Use be granted for said property pursuant to the request of the Petitioners; and

WHEREAS, the City Council for the City of Dixon concurs in the recommendation of the Plan Commission for the City of Dixon.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dixon that a Special Use be granted to the following described property for the purpose of operating a shop for an electrical contracting business:

Lots 26, 27, 28, and 29 in Fargo Addition to the City of Dixon
reference being had to the Plat of said Addition, Lee County,
Illinois.

Tax Code: 08-04-330-022.

BE IT FURTHER ORDAINED that the Special Use granted herein shall be listed on Appendix C and filed with the City Clerk of the City of Dixon as provided in Section 6-13-18 of the City Code.

BE IT FURTHER ORDAINED that the City hereby finds that all of the recitals contained

in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

BE IT FURTHER ORDAINED that the provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

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

BE IT FURTHER ORDAINED that the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

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

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

MAYOR

ATTEST:

City Clerk

#11-B

RESOLUTION GRANTING TEMPORARY ENCROACHMENT

WHEREAS, Boulay Khanthirath and Bouaphan Khanthirath, Petitioners, are the owners of real estate commonly known as 422 East 7th Street, Dixon, Illinois; and

WHEREAS, the City Council of the City of Dixon has been requested to grant a temporary encroachment to Petitioners to permit a fence to continue to be placed on City property along the portion of Petitioners' property facing South Dement Street; and

WHEREAS, Petitioners have previously provided the City a drawing showing that said fence is located approximately 4 feet 8 inches beyond the existing property line;

WHEREAS, Petitioners have further requested that the City permit the encroachment to remain on a temporary basis until such time as the City may require that the encroachment be removed; and

WHEREAS, said temporary encroachment is the type of encroachment that may be granted under Title III, Chapter 16, Section 3-16-7 of the City Code; and

WHEREAS, the City Council has determined that it would be in the best interests of the City to grant said request.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Dixon that the request of Boulay Khanthirath and Bouaphan Khanthirath for a temporary encroachment to permit a fence to continue to be placed on City property along the portion of Petitioners' property located at 422 East 7th Street, Dixon, Illinois, and facing South Dement Street, as shown in the drawing Petitioners submitted to the City, is the type of request which can be and it is hereby granted pursuant to Title III, Chapter 16, Section 3-16-7.

BE IT FURTHER RESOLVED that the granting of permission for a temporary encroachment by the City Council for said fence is expressly subject to the provisions of Section 3-16-8 of the Dixon City Code which provides that such temporary encroachment is subject to the termination provisions provided for in said Section 3-16-8.

This Resolution read and approved this ____ day October, 2013.

Mayor

ATTEST:

City Clerk

#.11-C

**AGREEMENT FOR SALE AND PURCHASE
OF REAL ESTATE**

SELLER: Lincoln Avenue Church
of God, an Illinois
not-for-profit corporation

BUYER: City of Dixon, an Illinois
municipal corporation

ADDRESS: 704 S. Lincoln Avenue
Dixon, IL 61021

ADDRESS: Attn: Mayor James G. Burke
121 W. Second Street
Dixon, IL 61021

1. DESCRIPTION & PRICE.

a. **Agreement for Purchase & Sale of Real Estate.** This Agreement is made and entered into on _____, 2013 (the "Effective Date") by and between the aforementioned Seller and Buyer. Seller agrees to sell and Buyer agrees to purchase upon the terms and conditions set forth in this Agreement, the real estate, together with all improvements and appurtenances (collectively the "Premises"), commonly known as 1571 Franklin Grove Road, Dixon, Illinois 61021. The legal description of the Premises is set forth on **Exhibit "A"** attached to this Agreement.

b. **Price, Earnest Money, & Method of Payment.**

Purchase Price: \$ 37,900.00

Initial Earnest Money Deposit due upon Buyer's Execution
of this Agreement: \$ 500.00

Balance Due at Closing: \$ 37,400.00

c. **Earnest Money Deposit.** The earnest money shall be deposited with Ward, Murray, Pace & Johnson, P.C., for the mutual benefit of Seller and Buyer.

d. **Method of Payment.** The balance due at Closing, plus and minus pro-rations, shall be paid in cash, or by certified, cashiers, title company's, or financial institution's check or money order.

2. CLOSING.

a. **Time.** Closing shall be on or before December 15, 2013, or such other date as may be mutually agreed upon in writing.

b. **Place.** This sale shall be closed at the office of Kenzley Title Group, Inc., 87 N. Hennepin Avenue, Dixon, Illinois.

- c. **Title Company's Closing Fees.** The title company's closing fee will be paid in equal shares by Buyer and Seller.
- d. **Conveyances.** Conveyance shall be by recordable, stamped Warranty Deed with release of homestead rights, and shall be subject only to those exceptions specified in paragraph 10.
- e. **Possession.** At Closing, Seller shall deliver to Buyer possession of the Premises. On or before Closing, Seller shall remove all debris from the Premises.
- f. **Pre-closing Reviewing & Condition.** At a prearranged, reasonable time, within 7 days before Closing, **Buyer** shall have the right to view the Premises to determine that there has been no change in the condition of the Premises, reasonable wear and tear excepted, since the time Buyer executed this Agreement.
- g. **Compliance.** Seller and Buyer agree to provide all information necessary to complete and execute all documents, and to perform all actions necessary, to comply with the following: (i) Real Estate Settlement Procedures Act of 1974; (ii) Internal Revenue Service Form 1099S; (iii) Section 1445 of the Internal Revenue Code (which relates to tax reporting based upon citizenship status of Seller); (iv) a mutually agreeable summary or closing statement; and (v) all laws, statutes, ordinances, rules & regulations applicable to the transaction.
- h. **Transfer Taxes.** Seller shall pay all transfer taxes, if any, imposed by state or county law.

3. **INSPECTION PERIOD.** Buyer shall have the right, for a period of sixty (60) days from and after the Effective Date of this Agreement (the "Inspection Period"), to obtain and review information concerning the Premises, to make such physical, zoning, land use, survey, environmental (including without limitation a Phase I Environmental Site Audit and, if warranted, in Buyer's sole discretion, a Phase II Environmental Site Audit) and other examinations, inspections and investigations of the Premises or the use and operation thereof which Buyer, in Buyer's sole discretion, may determine to make, and to decide whether the same are satisfactory to Buyer. All costs, fees and expenses of the inspection shall be paid by Buyer. Buyer shall have the right, in its sole discretion, to terminate this Agreement prior to the expiration of the Inspection Period by providing written notice to Seller of its election to terminate. If Buyer has not given written notice to Seller terminating this Agreement prior to 5:00 P.M. CST on the expiration date of the Inspection Period, Buyer shall be deemed to have approved the inspection and to have waived this contingency. If Buyer does terminate this Agreement, in its sole discretion, prior to the expiration of the Inspection Period, the earnest money deposit shall be returned to Buyer and this Agreement shall terminate and be deemed null and void, and the parties to this Agreement shall have no further obligation to each other.

During the Inspection Period, Buyer shall have the option to request any specific items or documentation which may be reasonably required by Buyer to perform its due diligence, or to which Seller has reasonable access, by giving Seller written notice of such request. Seller shall

provide Buyer with those specific items requested, provided that they exist, within five (5) days from the date of Seller's receipt of said written notice; failure to provide such materials by such date shall automatically extend the Inspection Period on a day-to-day basis for each day beyond the five (5) day period which Seller fails to deliver to Buyer any of the items or documentation requested by Buyer as set forth above.

4. **PRORATIONS.** FOR PURPOSES OF ALL PRORATIONS, SELLER SHALL BE RESPONSIBLE FOR ALL DAYS UP TO AND INCLUDING THE DAY OF CLOSING.

- a. **Real Estate Taxes.** Real estate taxes payable, shall be paid at Closing by Seller. Real estate taxes that are a lien on the Premises but not yet payable shall be prorated to the date of Closing based on the latest known assessed valuation, equalization factors, tax rate, and qualifying exemptions.

5. **REPRESENTATIONS AND WARRANTIES.** Seller makes the following representations and warranties, all of which shall be true and correct as of the Effective Date of this Agreement and as of the Closing Date:

- (a) Seller is duly organized, validly existing, and in good standing under the laws of the State of Illinois.
- (b) This Agreement is the legally binding obligation of the Seller, enforceable according to its terms.
- (c) Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement and such action has been duly authorized by all necessary action by the Board of Directors and members of Seller.
- (d) Seller has good, marketable and insurable title to the Premises being sold hereunder, which is free and clear of all mortgages, liens, security interests, charges, claims, restrictions and other encumbrances of every kind except as otherwise specifically provided for in this Agreement or as will be discharged at or before Closing, and there will be no restrictions on the transfer of the Premises at the time of Closing.
- (e) There is no pending or threatened condemnation or similar proceeding affecting the Premises or any part thereof.
- (f) There are no claims, actions, suits or other legal or administrative proceedings, including, without limitation, bankruptcy proceedings, pending or threatened, against or involving Seller or the Premises which could affect the consummation of the transaction contemplated hereby, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.
- (g) There are no special or other assessments levied or proposed against or relating to the Premises.

- (h) There are no leases or other contracts which affect the Premises.
- (i) Seller is not subject to any charter, by-law, rule, agreement or restriction of any kind or character which would prevent the consummation of this Agreement and the transaction contemplated hereby. Seller has full power and authority to execute this Agreement and all documents necessary to accomplish the sale contemplated herein, fully perform hereunder and to consummate the transaction contemplated hereby without the consent or joinder of any other party.
- (j) Seller has complied with all applicable laws, ordinances, regulations, orders, rules and restrictions pertaining to or affecting the ownership and operation of the Premises and the sale thereof contemplated by this Agreement.
- (k) Seller has obtained and kept in good standing all governmental permits, licenses and approvals, if any, necessary for the operation of the Premises, including, without limitation, as applicable, all Department of Environmental Protection permits, and Seller has not received notice of any violations thereunder.
- (l) All bills for work done or materials furnished by or at the request of Seller to or for the improvement of the Premises will have been paid in full, or provision made for payment, such that no lien therefore, whether statutory or common law, may properly be filed or enforced against the Premises.
- (m) There are no latent defects or adverse facts that exist with respect to the physical condition of the Premises which have not been specifically disclosed in writing to Buyer.
- (n) For purposes of this Agreement, each of the following terms shall have the following meaning:
 - (i) "Environmental Laws" shall mean all laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directions or the equivalent, of or by any federal, state or local governmental authority, and relating to or addressing the protection of the environment or human health, now or hereafter in effect.
 - (ii) "Hazardous Substances" shall mean and include any substances, materials, waste or particular matter defined as or included in the definition of hazardous substances, hazardous waste, hazardous materials, toxic substances, contaminants, or any other substances declared to be hazardous or toxic under any Environmental Laws or any other federal, state or local laws, ordinances, rules or regulations now or hereafter in effect, including, without limitation, substances which are or contain petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product.

- (o) To the best of Seller's knowledge, Seller has not caused or permitted Hazardous Substances to be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on, in or under the Premises in a manner which violates any Environmental Laws. No other person or entity has caused Hazardous Substances to be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on, in or under the Premises. Seller has not received any notice of any violation of any Environmental Laws pertaining to the Premises. No investigation, administrative order, consent order or agreement, litigation or settlement with respect to Hazardous Substances is proposed, threatened, anticipated or in existence with respect to the Premises. The Premises has not previously been used as a landfill, cemetery, or a dump for garbage or refuse by Seller or, to the best of Seller's knowledge, by any other person or entity. There are no underground storage tanks located on the Premises.
- (p) Seller (and each individual executing this Agreement on behalf of Seller) is not a foreign investor, nor do foreign investors have any beneficial interest in the Premises. Seller acknowledges that § 1445 of the Internal Revenue Code of 1986, as amended, requires that a purchaser of real estate from a "foreign person" withhold at closing and pay to the Internal Revenue Service a portion of the amount realized by the seller of such real estate. Therefore, Seller agrees to provide at Closing an affidavit of Seller, or Seller's principal partner, trustee or officer if Seller is not an individual, in form required by Buyer, setting forth sufficient facts to establish whether or not Seller is a "foreign person" within the meaning of said § 1445, including, without limitation, Seller's taxpayer identification number and principal residence or business address. Seller agrees to make available to Buyer at Closing collected funds sufficient to permit compliance by Buyer with the requirements of said § 1445 if Seller is a "foreign person".
- (q) Neither this Agreement nor any written statement or document furnished or to be furnished by Seller to Buyer in connection with the transactions contemplated by this Agreement contains or will contain any untrue statement of material fact or omits or will omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (r) All representations and warranties of Seller appearing in other sections and paragraphs of this Agreement are true, correct and complete.
- (s) Any and all leases pertaining to the Premises, if any, shall be terminated prior to Closing, and at the time of Closing no party will have any right of possession of any portion of the Premises.

The foregoing representations and warranties shall not be merged in the deed of conveyance to Buyer but shall survive the Closing Date for a period of twelve (12) months.

6. SELLER'S COVENANTS.

- (a) From the Effective Date of this Agreement to the Closing Date, Seller shall conduct its business involving the Premises in the ordinary course, and during said period will:

- (i) refrain from transferring any of the Premises or creating on the Premises any easements, liens, mortgages, encumbrances or other interests that would affect the Premises or Seller's ability to comply with the terms of this Agreement;
 - (ii) refrain from entering into any contracts or other commitments with respect to the operation of the Premises that extend beyond the Closing Date, without the prior written consent of Buyer;
 - (iii) promptly comply with all notices of violation of laws or ordinances, regulations, orders or requirements of departments of housing, building, fire, labor, health or other state, county, city or municipal departments or other governmental authorities having jurisdiction against or affecting the Premises or the use or operation thereof;
- (b) Commencing as of the Effective Date of this Agreement and continuing until the Closing Date, Seller shall (i) not take any action or fail to take any action which would cause any of the representations or warranties made by Seller under this Agreement to be in any way not substantially true, complete and accurate, and (ii) not perform any act or permit any act to be performed that may cause material damage, waste or destruction to the Premises.

7. **DEFAULT.** If this Agreement is breached or unable to be performed (a "default") by Seller, then at Buyer's option, after giving notice of such default to Seller, Buyer may (i) proceed to Closing, without waiving any other remedies for Seller's nonperformance, or (ii) choose to have all earnest money returned immediately to Buyer. If this Agreement is breached, or unable to be performed by Buyer, then all earnest money shall be forfeited to Seller as liquidated damages. In the event of any default under this Agreement, the defaulting party shall pay on demand the reasonable attorneys' fees incurred by the other party as a result of such default. In the event of any default under this Agreement, the earnest money escrowee shall give notice to Seller and Buyer indicating the escrowee's intended disposition of the earnest money. If neither party objects in writing to the proposed disposition of the earnest money within 30 days after such notice is given, the escrowee shall proceed to dispose of the earnest money as previously indicated by the escrowee. If either Seller or Buyer objects to the intended disposition within such 30-day period, then the escrowee may deposit the earnest money with the Clerk of the Circuit Court of Lee County, Illinois by filing an interpleader. The escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorneys' fees related to the filing of the interpleader, and the parties do hereby agree to indemnify and hold the escrowee harmless from any and all claims, demands, damages and liabilities (unless arising from the negligence or intentional act of the escrowee), including the payment of reasonable attorneys' fees, costs, and expenses arising out of such default.

8. **NOTICE.** All notices under this Agreement shall be in writing, and may be made by: (i) mailing to a party at the address set forth on page 1, by registered or certified mail, return receipt requested, postage prepaid; (ii) personal delivery to a party at the address set forth on page 1; or (iii) facsimile if a tele-copy number for the party who would receive a notice by facsimile is included in this Agreement. A copy of any notice shall be simultaneously given to

the designated agent, if any, for the party to whom notice is being given, if the name of such designated agent or broker is included in this Agreement or the party giving notice is being given, if the name of such designated agent or broker is included in this Agreement or the party giving notice has been so notified in writing. Notice may be given to an agent for a party only if the party giving notice has been so notified in writing by the party. Any notice shall be deemed to have been given, delivered or served (i) immediately upon personal delivery; (ii) if mailed, at 6:00 p.m. on the next business day, after the date of mailing; (iii) if sent via facsimile, between 9:00 a.m. and 5:00 p.m. on any business day, at the time of transmission; or (iv) if sent via facsimile at any time, at 9:00 a.m. on the next business day. A business day shall be any day on which first class mail is delivered by the U.S. Postal Service, excluding all Saturdays. Any notice eliciting a response, within a designated number of days, or providing a consequence for failure to respond, shall be deemed to require the response at any time before 6:00 p.m., on the last day for such response or consequence, unless such day is not a business day, in which case, the response will be deemed to be required at any time before 6:00 p.m. on the next business day. Notice to anyone of a multi-person party shall be sufficient service to all.

9. **FIRPTA STATEMENT.** Seller is not a “foreign person” as that term is defined in the Internal Revenue Code 1445(f).
10. **EVIDENCE OF TITLE.** At least 14 days before Closing, Seller shall furnish to Buyer a Commitment for Title Insurance, issued by a title insurance company authorized to do business in the State of Illinois, showing merchantable title to the Premises in Buyer, committing the company to issue an ALTA Owner’s Policy, insuring title to the Premises in Buyer for the amount of the purchase price. The cost of such title insurance and the initial title search will be paid by Seller, and Buyer will be responsible for any title search from and after the time of Closing and the issuance of any and all title policies. Permissible exceptions to title shall include only:
 - a. the lien of general taxes not yet payable;
 - b. items assumed by Buyer under this Agreement;
 - c. zoning & building laws and ordinances; and
 - d. easements of record for utilities, drainage & public road, highways and improvements.

If title evidence or a survey plat, if any, specifically discloses (beyond the mere listing as a standard exception in the commonly accepted ALTA title insurance policy) exceptions other than those permitted in this paragraph, Buyer shall give notice of such exceptions to Seller within reasonable time before Closing. Notwithstanding the provisions of the foregoing sentence, Seller is not in receipt of and has no knowledge of any survey plat on the Premises. Seller shall have a reasonable time to have such title exceptions removed, except that (i) Seller must pay off or obtain releases on all existing mortgage and other lien indebtedness out of the sale proceeds at Closing; and (ii) if Seller is unable to cure all such unpermitted exceptions by Closing, Buyer shall have the options and remedies provided under paragraph 7 of this Agreement.

11. **SUCCESSORS TO THE PARTIES.** The covenants and agreements contained in this Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties.
12. **MODIFICATIONS.** Any modification of this Agreement must be in writing and signed by the parties.
13. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement.
14. **LEGALLY BINDING.** THE PARTIES INTEND THIS TO BE A LEGALLY BINDING CONTRACT WITH SUBSTANTIAL LEGAL IMPLICATIONS WHEN FULLY SIGNED. EITHER PARTY MAY WISH TO CONSULT AN ATTORNEY BEFORE SIGNING.
15. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire agreement between the parties and NO ORAL REPRESENTATION, WARRANTY OR COVENANT EXISTS. This Agreement supersedes and nullifies any agreement (or offer or counteroffer) that may have been given or entered into by the parties before the date of the acceptance.
16. **COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.
17. **CAPTIONS AND HEADINGS.** The captions appearing in this Agreement are inserted as a matter of convenience and for reference, and in no way affect this Agreement, or define, limit or describe its scope, intent or any of its provisions.
18. **BROKERS.** Seller warrants and represents to Buyer that Seller has not employed or dealt with any broker, agent or sales consultant with respect to the purchase and sale of the Premises as contemplated by this Agreement. Seller covenants and agrees to indemnify and hold harmless Buyer from and against any and all liability, costs, claims, demands, damages, actions, causes of action, suits and expense (including, but not limited to, attorneys' fees and costs and disbursements of litigation) Buyer shall ever suffer or incur, arising out of or in any way related to any claim or action by any broker, agent or sales consultant, including, without limitation, the broker, claiming to have dealt with Seller, whether or not meritorious, for any commission or other compensation with respect to this Agreement or to the purchase and sale of the Premises in accordance with this Agreement. The provisions of this paragraph shall survive the Closing.
19. **INVALID PROVISIONS.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(Signatures appear on the following page.)

SIGNATURES:

SELLER:

Lincoln Avenue Church of God, an
Illinois not-for-profit corporation

By: _____

Its: _____

BUYER:

City of Dixon, an Illinois municipal
corporation

By: _____

Its: _____ Mayor

PERTINENT INFORMATION:

BUYER'S ATTORNEY	Joseph E. Heaton, Jr.	PHONE	(815) 284-8200	FAX	(815) 284-0926
BUYER'S BROKER	None	PHONE		FAX	
BUYER'S AGENT	None	PHONE		FAX	
SELLER'S ATTORNEY	Linda A. Giesen	PHONE	(815) 284-2288	FAX	(815) 284-1338
SELLER'S BROKER	None	PHONE		FAX	
SELLER'S AGENT	None	PHONE		FAX	

Prepared by: Joseph E. Heaton, Jr.
Ward, Murray, Pace & Johnson, P.C.
226 West River Street
P.O. Box 404
Dixon, IL 61021

EXHIBIT "A"
Legal Description

A part of the South Half of Section Three, Township 21 North, Range 9 East of the Fourth Principal Meridian, described as follows: Commencing at the center of said Section Three and running East along the North line of the South Half of said Section Three, 161.04 feet; thence South parallel with the center line of said Section Three, 330 feet; thence West parallel with the North line of the South half of said Section Three, 557.04 feet; thence North parallel with the center line of said Section three, 330 feet to the North line of the South Half of said Section three; and thence East along the North line of the South Half of said Section Three, 396 feet to the place of beginning, situated in the County of Lee and State of Illinois; EXCEPT part of the Southeast Quarter of Section 3, Township 21 North, Range 9 East of the Fourth Principal Meridian described as follows: Commencing at a point on the North line of said Southeast Quarter of said Section 3, which is 161.04 feet East of the center of said South Half of said Section 3, and running thence South parallel with the center line of said Section 3, a distance of 195 feet; thence Westerly parallel with the North line of the South half of said Section 3, a distance of 150 feet; thence running North parallel with the centerline of said Section 3, a distance of 195 feet; and thence East along the North line of the Southeast Quarter of said Section 3, 150 feet to the point of beginning; ALSO EXCEPTING a part of the South Half of Section 3, Township 21 North, Range 9 East of the Fourth Principal Meridian, Lee County, State of Illinois, described as follows: Commencing at a chiseled "x" at the Northwest corner of the Southwest Quarter of said Section 3; thence South 89 degrees 59 minutes 53 seconds East, 2247.70 feet (bearings assumed for description purposes only) on the North line of the Southwest Quarter of said Section 3, to the Northeast corner of the premises conveyed to Epicor Industries, Inc., from Parker-Hannifin Corporation by Deed recorded December 6, 1989, as Document No. 495401 in Book 8912 at page 226 in the Recorder's Office of Lee County and the Point of Beginning; from the point of beginning thence South 89 degrees 59 minutes 53 seconds East, 396.63 feet on the North line of the Southwest Quarter of said Section 3, to the Center of said Section 3; thence South 00 degrees 44 minutes 14 seconds East, 59.66 feet on the East line of the Southwest Quarter of said Section 3, to the Southerly right of way line of a public highway designated FA Route 567 (IL 38); thence North 89 degrees 58 minutes 13 seconds West, 168.94 feet on said Southerly right of way line; thence South 81 degrees 16 minutes 31 seconds West, 229.96 feet, to the East line of said premises so conveyed; thence North 0 degree 42 minutes 18 seconds West, 94.47 feet on the East line of said premises so conveyed, to the Point of Beginning.

ORDINANCE NO. _____

ORDINANCE AMENDING THE DIXON CITY CODE**Title IX, Chapter 2, Section 9-2-34 and****Title I, Chapter 4, Section 1-4-1A****(Possession of Drug Paraphernalia)**

WHEREAS, the City Council of the City of Dixon, Illinois, has authority under the Illinois Municipal Code, 65 ILCS 5/1-2-1.1, to pass ordinances not inconsistent with the criminal laws of the State of Illinois, and to regulate any matter expressly within the authorized power of the City, or incidental thereto, making a violation thereof a misdemeanor punishable by incarceration in a penal institution other than the penitentiary not to exceed six (6) months; and

WHEREAS, the City Council has previously enacted Title IX, Chapter 2, subsection 9-2-34, which incorporates certain Illinois statutes by reference, to enable charging and prosecution of these offenses as ordinance violations by the City; and

WHEREAS, the Council of the City of Dixon finds it appropriate and desirable to include the offense of possession of drug paraphernalia, as defined under 720 ILCS 600/3.5, as one of the offenses incorporated by reference under Title IX, Chapter 2, Section 9-2-34, and to provide for settlement of such an ordinance charge under Title I, Chapter 4, Section 1-4-1A.

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

SECTION 1: That Title IX, Chapter 2, Section 9-2-34 of the Dixon City Code, 1963, as amended, is hereby further amended by the addition of the following enumerated offense to be incorporated by reference, to read as follows:

Possession of Drug Paraphernalia 720 ILCS 600/3.5.

SECTION 2: In all other respects, Title IX, Chapter 2, Section 9-2-34 shall remain in full force and effect.

SECTION 3: That Title I, Chapter 4, Section 1-4-1A of the Dixon City Code, 1963, as amended, is hereby further amended by the addition of the following offense, code section, and settlement amount, as follows:

Offense	Code Section	Settlement Amount
Possession of Drug Paraphernalia	9-2-34	500.00

SECTION 4: In all other respects, Title I, Chapter 4, Section 1-4-1A shall remain in full force and effect.

SECTION 5: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

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

SECTION 7: This Ordinance shall be in full force and effect ten (10) days after its passage and approval, and publication as required by law.

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

MAYOR

ATTEST:

City Clerk

AYE

NAY

11-E

MUNICIPAL OFFICIALS

MAYOR
James G. Burke

INTERIM CITY ADMINISTRATOR
Dan Langloss

CLERK
Kathe Swanson

ATTORNEY
Ward, Murray, Pace & Johnson, P.C.

COMMISSIONERS
David Blackburn
Colleen Brechon
Dennis Considine
Jeff Kuhn

ENGINEERING AGREEMENT

FOR

CITY OF DIXON
LEE COUNTY, ILLINOIS

7th Street Annex Re-Roof Project
2013



WILLETT HOFMANN
& ASSOCIATES INC

ENGINEERING ARCHITECTURE LAND SURVEYING

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

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THIS AGREEMENT made as of the _____ day of _____ in the year Two Thousand and Twelve and between City of Dixon, Lee County, Illinois (hereinafter called the OWNER) and WILLETT, HOFMANN & ASSOCIATES, INC. CONSULTING ENGINEERS, 809 East Second Street, Dixon, ILLINOIS (hereinafter called the ENGINEER).

WITNESSETH, that whereas the OWNER intends to remove the existing roofing system and replace it with a new roofing system at the 7th Street Annex Building (hereinafter called the Project).

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

SECTION 1 - SERVICES OF THE ENGINEER

1.1 General

1.1.1. The ENGINEER agrees to perform professional services in connection with the Project as hereinafter stated.

1.1.2. The ENGINEER will serve as the OWNER's professional representative in all phases of the Project, and will give consultation and advice to the OWNER during the performance of his services.

1.2 Design Phase

During the design phase the ENGINEER will:

1.2.1. Prepare the detailed specifications and contract booklets for bidding.

1.2.2. Furnish to the OWNER engineering data for and assist in the preparation of the required documents so that the OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.

1.2.3. Advise the OWNER of any adjustment of the cost estimate for the Project caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the Project based on the completed drawings and specifications.

1.2.4. Prepare proposal forms and notice to bidders and assist in the preparation of the Contract Documents.

1.2.5. Furnish ten copies of the contract documents consisting of construction agreement form, general conditions, special provisions, detailed construction drawings and technical provisions.

1.3 Construction Phase

During the construction phase the ENGINEER will:

1.3.1. Assist the OWNER in obtaining and evaluating bids and awarding a contract for the construction of the Project.

1.3.2. Provide on-site periodic observation services as the ENGINEER deems necessary to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto; and during such visits and on the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the work, will endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor, and may disapprove work as failing to conform to the Contract Documents. The ENGINEER is not responsible for testing or inspection of materials other than that which may be required at the site of the work.

1.3.3. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and assemble maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection as required by the Contract Documents.

1.3.4. Consult and advise with the OWNER; act as the OWNER's representative; issue all instructions of the OWNER to the Contractor; prepare routine change orders as required; whenever he considers it necessary or advisable to insure the proper carrying out of the intent of the Contract Documents, he may, as the OWNER's representative, direct the Contractor to stop the work or require special examination or testing of the work (whether or not fabricated, installed or completed); he will act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder.

1.3.5. Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractor's applications for payment, and supporting data determine the amount owing to the Contractor and approve in writing payment to the Contractor in such amounts; such approvals of payment to constitute a representation to the OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, subject to the results of any subsequent test called for in the Contract Documents and any qualifications stated in his approval.

1.3.6. Conduct, in the company with the OWNER, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents, and approve in writing final payment to the Contractor.

1.3.7. Revise the contract drawings to reflect the changes made during construction as furnished to the ENGINEER and to represent graphically the locations of the improvements and although the drawings are not warranted as to their accuracy, the location of the improvements shown can be found within reasonable tolerance.

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

SECTION 2 - ADDITIONAL SERVICES OF THE ENGINEER

2.1 General

If authorized in writing by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which will be paid for by the OWNER as indicated in Section 5.1.3.

2.1.1. Furnishing core borings, probings or subsurface explorations; hydrographic surveys; laboratory testing and inspection of samples or materials; and other special consultation.

2.1.2. Additional services due to significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction.

2.1.3. Revising previously approved studies, reports, design documents, drawings or specifications.

2.1.4. Preparing documents for bids requested by the OWNER for work which is not executed.

2.1.5. Preparing detailed renderings, exhibits or scale models for the Project.

2.1.6. Furnishing additional copies of reports and additional prints of drawings and specifications.

2.1.7. Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material and labor; and material audits or inventories required for certification of force account construction performed by OWNER.

2.1.8. Preparing special change orders requested by the OWNER.

2.1.9. Making an inspection of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract.

2.1.10. Furnishing the OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked up prints, drawings and other data furnished by the Contractor to the ENGINEER and which the ENGINEER considers significant.

2.1.11. Additional or extended services during construction made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract time by more than 25%; (3) acceleration of the work schedule involving services beyond normal working hours; and (4) contract default due to delinquency or insolvency.

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

SECTION 3 - THE OWNER'S RESPONSIBILITIES

The OWNER will:

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

3.10. Furnish, or direct the ENGINEER to provide at the OWNER's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.

3.11. To furnish the ENGINEER with a description of and the names of owners and lien holders of property adjacent to the proposed improvement, where such data is needed for the preparation of plans and/or right of way or easement plats.

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO THE ENGINEER

5.1. The OWNER will pay the ENGINEER for the services performed as follows:

5.1.1. For all work under the Design Phase, the OWNER shall pay the ENGINEER an amount equal to the established billing rates of the ENGINEER – Billing Rate being defined herein as payroll, social security, retirement deductions, unemployment tax, insurance overhead and profit. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names.

5.1.2. For all work under the Construction Phase of the Project, the OWNER shall pay the ENGINEER an amount equal to the established billing rates of the ENGINEER – Billing Rate being defined herein as payroll, social security, retirement deductions, unemployment tax, insurance overhead and profit. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names.

5.1.3. For "Additional Services" performed:

5.1.3.1. By personnel assigned to the regularly established office of the ENGINEER, an amount equal to the established billing rates of the ENGINEER as defined in Section 5.1.2. above.

5.1.3.2. In connection with administering sub-contracts for services by others than described in Section 5.1.3.1. ante, an amount equal to the actual costs billed to the ENGINEER, plus 5% to cover overhead and handling.

5.1.3.3. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names.

5.1.4. As per Section 2.1, the OWNER authorizes the ENGINEER to perform the work as detailed below. The authorized design and construction phase work is estimated to be \$ 6,250 and work will not be performed in excess of this amount without prior authorization by the OWNER.

Design	\$ <u>2,500</u>
Construction Observation	\$ <u>3,750</u>
TOTAL	\$ <u>6,250</u>

5.2 General

5.2.1. If any portion of the Project is not bid or put under contract for a period of 6 months after completion of the design phase, the ENGINEER's compensation shall be in accordance with the Section 5.1.1.

5.2.2. If this Agreement is terminated upon completion of any phase of the ENGINEER's services, the progress payments to be made in accordance with Section 5.1. on account of that and all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work, the ENGINEER shall be paid for services performed during such phase on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER shall be paid all terminal expenses resulting therefrom plus payment for additional services then due.

5.2.3. If, prior to termination of this Agreement, any work designed or specified by the ENGINEER during any phase of the work is suspended in whole or in part for more than three months, or abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed on account of it prior to receipt of such notice from the OWNER as provided in Section 5.2.2. for termination during any phase of the work.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

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

6.2 Indemnification

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

6.3 Ownership of Documents

THIS SECTION HAS BEEN DELETED.

6.4 Estimates

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

6.5 Insurance

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

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

6.6 Successors and Assigns

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

6.7 Audit and Access to Records

6.7.1. The ENGINEER agrees to include Sections 6.7.2. through 6.7.5. below in all his contracts and all subcontracts directly related to project performance which are in excess of \$25,000.

6.7.2. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency grant work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The local agency shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.

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6.7.4. The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to Section 6.7.2. above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency will afford the ENGINEER an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

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

SECTION 7 - SPECIAL PROVISIONS

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

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

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

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

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

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

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

INTEREST OF CONSULTANT AND EMPLOYEES

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

EQUAL EMPLOYMENT OPPORTUNITY

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

(Remainder of Page is Blank)

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

OWNER:

CITY OF DIXON, ILLINOIS

BY _____

Title James Burke, Mayor

ATTEST:

BY _____

Title Kathe Swanson, City Clerk

(SEAL)

ENGINEER:

WILLETT, HOFMANN & ASSOCIATES, INC.

BY Ronald J. Stenkey

Title PRESIDENT

ATTEST:

BY Thomas W. Hoffmann

Title: SECRETARY

(SEAL)

#11-F

MUNICIPAL OFFICIALS

MAYOR
James G. Burke

INTERIM CITY ADMINISTRATOR
Dan Langloss

CLERK
Kathe Swanson

ATTORNEY
Ward, Murray, Pace & Johnson, P.C.

COMMISSIONERS
David Blackburn
Colleen Brechon
Dennis Considine
Jeff Kuhn

ENGINEERING AGREEMENT

FOR

**CITY OF DIXON
LEE COUNTY, ILLINOIS**

**Masonry Repairs and Improvements
Street Department Building
2013**



WILLETT HOFMANN
& ASSOCIATES INC

ENGINEERING ARCHITECTURE LAND SURVEYING

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

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THIS AGREEMENT made as of the _____ day of _____ in the year Two Thousand and Twelve and between City of Dixon, Lee County, Illinois (hereinafter called the OWNER) and WILLETT, HOFMANN & ASSOCIATES, INC. CONSULTING ENGINEERS, 809 East Second Street, Dixon, ILLINOIS (hereinafter called the ENGINEER).

WITNESSETH, that whereas the OWNER intends to repair mortar and masonry units at the Street Department Building (hereinafter called the Project).

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

SECTION 1 - SERVICES OF THE ENGINEER

1.1 General

1.1.1. The ENGINEER agrees to perform professional services in connection with the Project as hereinafter stated.

1.1.2. The ENGINEER will serve as the OWNER's professional representative in all phases of the Project, and will give consultation and advice to the OWNER during the performance of his services.

1.2 Design Phase

During the design phase the ENGINEER will:

1.2.1. Prepare the detailed specifications and contract booklets for bidding.

1.2.2. Furnish to the OWNER engineering data for and assist in the preparation of the required documents so that the OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.

1.2.3. Advise the OWNER of any adjustment of the cost estimate for the Project caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the Project based on the completed drawings and specifications.

1.2.4. Prepare proposal forms and notice to bidders and assist in the preparation of the Contract Documents.

1.2.5. Furnish ten copies of the contract documents consisting of construction agreement form, general conditions, special provisions, detailed construction drawings and technical provisions.

1.3 Construction Phase

During the construction phase the ENGINEER will:

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

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

SECTION 2 - ADDITIONAL SERVICES OF THE ENGINEER

2.1 General

If authorized in writing by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which will be paid for by the OWNER as indicated in Section 5.1.3.

2.1.1. Furnishing core borings, probings or subsurface explorations; hydrographic surveys; laboratory testing and inspection of samples or materials; and other special consultation.

2.1.2. Additional services due to significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction.

2.1.3. Revising previously approved studies, reports, design documents, drawings or specifications.

2.1.4. Preparing documents for bids requested by the OWNER for work which is not executed.

2.1.5. Preparing detailed renderings, exhibits or scale models for the Project.

2.1.6. Furnishing additional copies of reports and additional prints of drawings and specifications.

2.1.7. Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material and labor; and material audits or inventories required for certification of force account construction performed by OWNER.

2.1.8. Preparing special change orders requested by the OWNER.

2.1.9. Making an inspection of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract.

2.1.10. Furnishing the OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked up prints, drawings and other data furnished by the Contractor to the ENGINEER and which the ENGINEER considers significant.

2.1.11. Additional or extended services during construction made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract time by more than 25%; (3) acceleration of the work schedule involving services beyond normal working hours; and (4) contract default due to delinquency or insolvency.

2.1.12. Extensive assistance in the initial start-up and test operation of equipment or systems and the preparation of manuals of operation and maintenance.

2.1.13. Additional services and costs necessitated by out of town travel required of the ENGINEER other than visits to the Project as required by Section 1.

2.1.14. Serving as an expert witness for the OWNER in any litigation or other proceeding involving the Project.

2.1.15. Additional services in connection with the Project not otherwise provided for in this Agreement.

SECTION 3 - THE OWNER'S RESPONSIBILITIES

The OWNER will:

3.1. Provide full information as to his requirements for the Project.

3.2. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project including previous reports and any other data relative to design and construction of the Project.

3.3. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this Agreement.

3.4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

3.5. Advertise for Proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.

3.6. Provide such legal, accounting and insurance counseling services as may be required for the Project.

3.7. Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

3.8. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.

3.9. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

3.10. Furnish, or direct the ENGINEER to provide at the OWNER's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.

3.11. To furnish the ENGINEER with a description of and the names of owners and lien holders of property adjacent to the proposed improvement, where such data is needed for the preparation of plans and/or right of way or easement plats.

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO THE ENGINEER

5.1. The OWNER will pay the ENGINEER for the services performed as follows:

5.1.1. For all work under the Design Phase, the OWNER shall pay the ENGINEER an amount equal to the established billing rates of the ENGINEER – Billing Rate being defined herein as payroll, social security, retirement deductions, unemployment tax, insurance overhead and profit. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names.

5.1.2. For all work under the Construction Phase of the Project, the OWNER shall pay the ENGINEER an amount equal to the established billing rates of the ENGINEER – Billing Rate being defined herein as payroll, social security, retirement deductions, unemployment tax, insurance overhead and profit. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names.

5.1.3. For "Additional Services" performed:

5.1.3.1. By personnel assigned to the regularly established office of the ENGINEER, an amount equal to the established billing rates of the ENGINEER as defined in Section 5.1.2. above.

5.1.3.2. In connection with administering sub-contracts for services by others than described in Section 5.1.3.1. ante, an amount equal to the actual costs billed to the ENGINEER, plus 5% to cover overhead and handling.

5.1.3.3. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names.

5.1.4. As per Section 2.1, the OWNER authorizes the ENGINEER to perform the work as detailed below. The authorized design and construction phase work is estimated to be \$ 8,250 and work will not be performed in excess of this amount without prior authorization by the OWNER.

Design	\$ <u>3,500</u>
Construction Observation	\$ <u>4,750</u>
TOTAL	\$ <u>8,250</u>

5.2 General

5.2.1. If any portion of the Project is not bid or put under contract for a period of 6 months after completion of the design phase, the ENGINEER's compensation shall be in accordance with the Section 5.1.1.

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CITY OF DIXON, ILLINOIS

BY _____

Title James Burke, Mayor

ATTEST:

BY _____

Title Kathe Swanson, City Clerk

(SEAL)

ENGINEER:

WILLETT, HOFMANN & ASSOCIATES, INC.

BY Ronald J. Steinhilber

Title PRESIDENT

ATTEST:

BY THOMAS W. HORN

Title: SECRETARY

(SEAL)



11 -G
iFiber
PO Box 755
Sycamore, IL 60178
info@iFiber.org
www.iFiber.org

iFiber Services Agreement Community Anchor Institutions

This SERVICES AGREEMENT, dated as of _____ (as defined in Exhibit A - Locations, Pricing and Network Design) is made by and between iFiber, an Illinois not-for-profit corporation, in Sycamore, Illinois and _____ ("Customer") a _____, located at _____.

1. Purpose of iFiber

iFiber was organized as the operating entity of a broadband fiber network that was funded by a grant from the United States Department of Commerce, National Telecommunications and Information Administration (NTIA). iFiber provides general technical and development support, network services and co-location to other governmental and not-for-profit organizations.

2. Services Provided

iFiber will provide to Customer the following services as mutually agreed upon and set forth in Exhibit A:

- (a) *Transport.* Network services that provide for a point to point location through the iFiber infrastructure. iFiber can support 50 Mbps, 100 Mbps or 1 Gbps speeds.
- (b) *Internet Services.* iFiber can provide speeds up to a gigabit to competitively priced service providers for general commodity Internet access.
- (c) *Enhanced Services.* iFiber can provide competitively priced services such as VOIP, IPTV, and VM (Virtual Machine).
- (d) *Call-Center Services.* iFiber can provide first and second level Customer support services to report and track network-related problems.
- (e) *NOC Monitoring Services.* iFiber can offer alerting and monitoring service to devices connected through the iFiber fiber network infrastructure. Monitoring services provide an on-call reporting system that provides the end-user notification of failing devices on the network.

3. Restrictions

- (a) *Hardware.* The infrastructure intended for public use is owned by iFiber. Customers are not allowed access to equipment operated and owned by iFiber. Initial building equipment will be provided by iFiber through funding from NTIA grant funding. Future equipment upgrades and/or replacements will be the responsibility of the Customer.
- (b) *Installation of Equipment.* Any network equipment required to be installed into the iFiber infrastructure will be installed by authorized iFiber personnel only. iFiber will authorize and specify equipment compatible with iFiber on an as needed basis.
- (c) *Authorized Use.* iFiber network connections are only for use by the authorized party to which service is granted. Connections may not be shared by any means including wired or wireless networking except as authorized by iFiber.

4. Maintenance

- (a) *Facilities.* iFiber reserves the right to schedule regular or emergency maintenance on the network equipment. iFiber's general policy for scheduling maintenance is with advanced warning and during off peak usage hours.
- (b) *Losses.* iFiber cannot be held liable for losses incurred due to planned or unplanned outages in service.

5. Security

- (a) *Right to Monitor and Control Content.* iFiber has no obligation to monitor information or material on the system or network. However, Customer agrees that iFiber has the right to monitor the system electronically from time to time to disclose any information as necessary to satisfy the law, regulation, or other governmental request, to operate properly, or to protect itself or its users. iFiber will not intentionally monitor or disclose any private information unless required by law.
- (b) *Laws.* Use of the services provided must comply with all existing Federal, State, and Local rules and regulations.

6. Payment

Customer shall pay for Services in this Agreement according to the schedule in Exhibit A. Without limiting the foregoing, Customer shall pay any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by iFiber or billed separately by a telecommunications provider), and all sales and use taxes, as well as duties or levies arising in connection with the Services. All other amounts will be billed as the service or charge is incurred. Payment is due within thirty (30) days from the date appearing on the invoice. Customer will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid forty-five (45) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to iFiber through the Universal Services Fund (USF) program.

7. Term and Termination

- (a) *Term.* The term of this Agreement begins on the first date that network connectivity is provided by iFiber, and shall be for a period of five (5) years.
- (b) *Renewals.* Unless either party gives a written termination notice at least thirty (30) days prior to the end of the current term (whether it is the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.
- (c) *Early Termination.* If Customer terminates this Agreement for any reason other than iFiber's breach of its responsibilities under this Agreement before the end of the term, or if iFiber terminates this Agreement because of a violation by Customer of any term or provision of this Agreement including, but not limited to, Customer's failure to make any payment when due, then Customer shall be responsible for and shall pay (i) all telecommunications service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by iFiber, (ii) any additional early termination penalties or charges assessed by the telecommunications carrier, (iii) the balance of any remaining fiber access fees or amortized install charges, (iv) all costs associated with disconnecting Customer's service and removing any equipment from Customer's site (charged at the then-applicable rates for maintenance), (v) any outstanding amounts previously incurred for maintenance, (vi) if Customer previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and the balance remaining plus any assessed administrative charge are due and payable upon termination. In the event Customer requests iFiber to continue providing any portion of the Services beyond the requested termination date, Customer agrees to pay iFiber for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 6 above. The above termination penalties do not apply to service moves or upgrades.
- (d) *Termination.* Upon termination of dedicated service with iFiber, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Customer agrees that all IP addresses assigned from iFiber's CIDR block shall be promptly returned. In addition, Customer shall be responsible for transitioning responsibility of primary and/or secondary DNS to their own DNS server, or that of its new carrier.
- (e) *Price Adjustments.* If iFiber initiates reduced Customer Fees to its Non-Profit Customers during the Agreement period, Customer may renew this Agreement at the new rates for a term of equal or greater length than the balance remaining on the initial term. In all instances, the renewal will be for a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period. If this Agreement provides Customer access via fiber connectivity, the Customer may renew at the new rates for a period coterminous with the initial agreement term.

8. Limited Warranty

iFiber will supply, at no charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF CUSTOMER. iFiber SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS

OR IMPLIED WARRANTY OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Rights and Obligations of Customer

Customer is Responsible to Its Authorized Users. Customer is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

10. Rights and Obligations of iFiber

iFiber is Responsible for the Operation and Maintenance of the Services. Customer shall be responsible for maintaining and managing its own network that interfaces with the Services. iFiber is not responsible for cabling that connects Customer-owned equipment to iFiber equipment or the Services. Any interruption in the Services that is caused by the malfunction or interruption of any physical telecommunications media or facility (including, but not limited to cables and fiber optic lines) or by any malfunction or manufacturer's defects of equipment either provided by iFiber to Customer or separately purchased by Customer will not be deemed a breach of iFiber's obligations under this Agreement.

11. Indemnification

Customer will indemnify, save harmless and defend iFiber and all of iFiber's members and Customers, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to (i) the breach or alleged breach of this Agreement by Customer; (ii) any negligent or tortious act or omission to act of Customer; or (iii) any claim that the data content delivered by Customer via the Services provided by iFiber under this Agreement constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name, or other legal right of any third party.

12. Limitation of Liability

CUSTOMERS ACCESS TO AND USE OF THE SERVICES ARE AT ITS SOLE RISK. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 8 ABOVE, THE SERVICES PROVIDED BY iFiber ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. iFiber DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR FREE OF HARMFUL COMPONENTS. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 8 ABOVE, iFiber MAKES NO EXPRESSED OR IMPLIED WARRANTIES. iFiber AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM CUSTOMERS USE OF THE SERVICES OR THE INTERNET, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY,

MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICES AND THE INTERNET, AND IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES PROVIDED HEREUNDER. If Customer is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Services(s), Customer's sole and exclusive remedy is to terminate this Agreement in accordance with Section 7, above, and discontinue using the Service(s). iFiber's cumulative liability to Customer or any third party for any and all claims relating to the use of the equipment and Services provided by iFiber shall in no event exceed the amount of the annual Customer fees paid by Customer to iFiber during the twelve (12) month period ending on the date of the event giving rise to the claim. iFiber shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

13. Data Content

iFiber is not liable for the content of any data transferred either to or from Customer via the Services provided by iFiber, nor for any loss or damage, whether personal, material, or financial, suffered by Customer as a direct or indirect consequence of the Services provided by iFiber.

14. Miscellaneous

- (a) *Governing Law; Jurisdiction.* The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Illinois.
- (b) *Entire Agreement.* This Agreement, and the Service Order Forms entered into by the Parties from time-to time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.
- (c) *Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Customer may not assign this Agreement without the prior written consent of iFiber.
- (d) *Headings; Severability.* Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
- (e) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

iFiber

Customer

By: _____

By: _____

Printed Name: John Lewis

Printed Name: _____

Title: iFiber Chairman

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

Organization: City of Dixon

Supported Locations

<i>Location</i>	<i>Address</i>	<i>City</i>	<i>Zip</i>
Dixon City Hall	113 West 2 nd St	Dixon	61021

Fiber Services and Pricing

<i>Location</i>	<i>Service</i>	<i>Yearly Cost</i>	<i>One Time Cost</i>
Dixon City Hall	Gigabit Service	\$7,200	N/A

Add-on Services and Pricing

<i>Location</i>	<i>Service</i>	<i>Yearly Cost</i>
Dixon City Hall	NA	\$N/C

Equipment Provided

1. Demarcation Carrier Ethernet switch
2. Layer 3 switch
3. Fiber optic interface module
4. Fiber optic patch cables, single mode

User Requirements

1. Provide adequate space, cooling and power
2. Provide all CAT6 patch cables
3. Provide a network interface point for iFiber to connect into
4. Allow timely access to the facility for the fiber optic cable and related equipment installations

Special Agreement Terms

The annual service fee of \$7,200 will be waived for the first full year of service.

iFiber ISP Selection Form



CAI NAME:

AUTHORIZED BY:

DATE:

**** NOTE: Your equipment will be installed, but will not be ready for connection immediately. iFiber and your Internet Service Provider (ISP) will contact you for connection and service turn-up.**

It is critical that you select and contract with your primary ISP as soon as possible – return this form to your iFiber Outreach Team member and/or iFiber [ksiebrasse@niu.edu; fax (815) 753-2555].

ISP SELECTION (check those that apply below):

ISP	SERVICES CONTRACTED
Aero Group Inc. (Serving all of iFiber; July 1, 2013)	
CenturyLink (serving all of iFiber; Sept. 1, 2013)	
Frontier Communications (serving all of iFiber; Sept. 1, 2013)	
Heartland Cable (serving LaSalle, Lee, counties; Sept. 1, 2013)	
H.I. Cable, LLC LaSalle & surrounding counties; July 1, 2013	
IL Century Network (ICN) (Serving all of iFiber; July 1, 2013)	LEADS
ISI Communications (serving all of iFiber; Sept. 1, 2013)	
Jo-Carroll Energy (serving all of iFiber; Sept. 1, 2013)	
MTCO (serving all of iFiber; Sept. 1, 2013)	
NIUNet (Serving all of iFiber; July 1, 2013).	
Syndeo (Serving all of iFiber; July 1, 2013)	Internet Service
Urban Communications Inc. (serving all of iFiber; Sept. 1, 2013)	

11-H

Address For Syndeo Notices:
Syndeo Networks, Inc.
1500 Lincoln Highway
Suite Lower Level
St. Charles, IL 60174
Attn: Senior Vice President General Counsel

GENERAL TERMS AND CONDITIONS (010111)

to the

MASTER PRODUCTS AND SERVICES AGREEMENT

("Customer")

Address for Customer Notices: (Please Print or Type)	Copy To: (If Customer Requires)
_____	_____
_____	_____
_____	_____
_____	_____

These General Terms and Conditions together with all Supplements, Order Form(s), Exhibits and other addenda attached hereto from time to time constitute the **Master Products and Services Agreement** ("Agreement") which is effective as of the last date of execution below ("Effective Date") by and between **Syndeo Networks, Inc.** ("Syndeo"), an Illinois corporation, and Customer. Syndeo and Customer are collectively referred to as the "Parties" or individually as a "Party".

1. DEFINITIONS

"Syndeo's Network" means, collectively, the fiber optic network, system capacity and related facilities (including, without limitation, routers, switches and communication channels) owned or controlled by Syndeo to the extent it applies to the Product or Service;

"Applicable Taxes" shall have the meaning ascribed to it in Section 4.1, below;

"Commencement Date" means the date upon which Syndeo begins to provide an ordered Product or Service as more fully described in the relevant Supplement or Order Form;

"Customer Location" is an address wherein Syndeo will handoff Service to Customer;

"Monthly Charge" or "MRC" shall have the meaning ascribed to in Section 3.2, below.

"Non-Recurring Charge" or "NRC" shall have the meaning ascribed to it in Section 3.1, below;

"Order Form" refers to any, mutually executed, order form, schedule or statement of work detailing, among other things, the Products or Services ordered by Customer and Customer's financial obligation with respect to such Products or Services;

"Order Form Effective Date" is the last date that an Order Form is mutually executed by a Party;

"Prepayment" shall have the meaning ascribed to it in Section 3.3. below:

"Product or Service" means any product ("Product") or service ("Service") provided by Syndeo to Customer as described or specified in a Supplement and Order Form:

"Supplement" means a fully executed supplement to these General Terms and Conditions each containing additional terms and conditions that govern the related Products or Services provided by Syndeo:

"Term" means the period of time in which Syndeo provides Products or Services to Customer pursuant to an Order Form and any renewals thereto.

2. STRUCTURE OF AGREEMENT

From time to time, the Parties will execute one or more Supplement(s) and Order Forms for Syndeo to provide Products or Services, each of which is automatically incorporated into this Agreement and subject to these General Terms and Conditions.

3. INVOICING AND PAYMENT

3.1. **Non-Recurring Charge.** If a non-recurring charge ("NRC") is specified in an Order Form, Syndeo will invoice such NRC upon the Order Form Effective Date. Customer will pay the NRC within thirty (30) days of invoice. If an Order Form replaces a prior Order Form(s), the NRC, specified therein, is in addition to any NRC(s) specified in such prior Order Form(s).

3.2. **Monthly Charge.** Beginning on the Commencement Date of each Product or Service, Syndeo will invoice Customer the monthly charge ("MRC") specified in the Order Form and Customer will pay the MRC in advance for each month of the Term. If the Parties agree that Customer will prepay the MRCs, upfront, Syndeo will invoice the prepaid MRC in the manner set forth in the Order Form. Customer will pay a MRC within thirty (30) days of invoice. A MRC for a partial month will be pro-rated.

3.3. **Prepayment.** If a prepayment amount ("Prepayment") is specified in an Order Form, such Prepayment will be invoiced upon the Order Form Effective Date. Customer will pay the Prepayment within thirty (30) days of invoice. A Prepayment represents the last month(s) payment and will be credited to Customer at the end of the Term of the related Product or Service.

3.4. **Other Charges.** If applicable, Syndeo will invoice Customer and Customer will pay invoices for any other charges as set forth in this Agreement within thirty (30) days of such invoice.

3.6. **Late Payments.** All invoices must be paid in accordance with their terms without setoff or deduction, and late payments will accrue interest on the unpaid sum as of the date of the invoice at the lesser of (i) the highest legal rate of interest permitted in the State of Illinois or (ii) one and one-half percent (1.5%) per month.

3.7. **Currency.** Payment will be made in the currency specified in the Order Form.

4. APPLICABLE TAXES

4.1. **Applicable Taxes.** In addition to the charges set forth in an Order Form, Customer shall be responsible for paying all Applicable Taxes in accordance with the applicable invoice. "Applicable Taxes" mean all taxes, levies, fees, imposts, duties, charges, surcharges, assessments or withholdings of any kind or nature levied or imposed upon Syndeo or Customer, arising from or relating to the provision by Syndeo of the Services to Customer (including, without limitation, sales, excise taxes, universal service fees, any other FCC or state PUC fees, and any state or local utility or telecommunications taxes), together with any penalties, fines or interest (resulting from Customer's failure to pay Applicable Taxes hereunder after being invoiced for such) by any U.S. federal, state, provincial or local government, public authority, including its agencies, commissions and tribunals, or their designated agents, having

jurisdiction over this transaction. Customer shall not be responsible for and Applicable Taxes shall not include taxes on the property or income of Syndeo.

4.2. Notwithstanding the foregoing, Customer may provide Syndeo with a certificate evidencing Customer's exemption from payment of or liability for any Applicable Taxes and such certificate will be honored from the date that Syndeo receives same from Customer.

5. TERM

5.1. This Agreement commences on the Effective Date, and continues through the latest expiration of all Services set forth in Order Form(s) subject to this Agreement, unless earlier terminated as provided herein.

5.2. The Term for each Product or Service begins on the related Commencement Date and remains in effect until the expiration of the initial period so specified. Upon expiration of the period specified in an Order Form (and any expiration of renewal Terms), and provided that the Monthly Charge is not fully prepaid, each Product or Service will automatically renew for additional periods of one (1) year unless one Party provides the other written notice that it is terminating such Product or Service not less than sixty (60) days' prior to the end of the Term then in effect.

6. DEFAULT

The following events are events of default, the occurrence of which gives the non-defaulting Party the right to terminate the affected Order Form(s), or the entire Agreement for a nonpayment default, by written notice following the expiration of any stated cure periods and pursue its remedies under the Agreement:

- a) Customer fails to fully pay any of the payments required hereunder within five (5) days after receipt of written notice of such failure; or
- b) Except as provided in clause (a), above, the breach of any material term or condition of this Agreement (including Order Forms) and such breach remains uncured thirty (30) days after delivery to the breaching Party of written notice of such breach. If the breach is of a nature or involves circumstances reasonably requiring more than thirty (30) days to cure, the time period shall be extended provided the breaching Party proceeds diligently to cure the breach:

If Customer is in default, as set forth above, then, after expiration of the cure period, Syndeo may, in addition to any other remedies that it may have under this Agreement or by law, suspend, disconnect and/or repossess any Products or Services, provided, however, that Customer will remain responsible to perform its obligations hereunder.

7. REPRESENTATIONS AND WARRANTIES

7.1. Syndeo warrants that any Products and Services to be provided to Customer will be at a professional level of quality conforming to generally accepted industry standards and in compliance in all material respects with all applicable laws and regulations. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SYNDEO DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2. Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization, (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement and all Order Forms, (iii) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products and Services and (iv) this Agreement and all Order Forms, when executed, are the legal, valid and binding obligation of such Party.

7.3. Customer acknowledges that Syndeo has no ability to determine whether the communications traffic carried by the Products or Services utilizing the Syndeo Network is jurisdictionally interstate or intrastate. Customer represents and warrants that the communications traffic to be carried by the Syndeo Network shall be

jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed-use "10% Rule" (47 CFR 36.154, 4 FCC Rcd. 1352), unless Customer provides Syndeo written notice otherwise. In either case, Customer will pay all relevant FCC and state Public Utilities Commission taxes and fees.

8. LIMITATION OF LIABILITY; INDEMNIFICATION

8.1. THE TOTAL LIABILITY OF EITHER PARTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH AN ORDER FORM (EXCLUDING AMOUNTS PAID OR PAYABLE PURSUANT TO SECTIONS 3 AND 4, ABOVE) IS LIMITED TO AN AMOUNT EQUAL TO THE TOTAL CHARGES PAYABLE BY CUSTOMER DURING THE TERM SET FORTH THEREIN. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER FORESEEABLE OR NOT, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO CLAIMS OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR STRICT LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA.

8.2. Syndeo agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorneys' fees and expenses) by reason of any claims or actions by third parties against Customer for (i) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Syndeo's gross negligence or willful misconduct or (ii) infringement or misappropriation by Syndeo of any intellectual property rights under this Agreement.

8.3. Customer agrees to indemnify, defend and hold Syndeo, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorneys' fees and expenses) by reason of any claims or actions by third parties against Syndeo for (i) bodily injury or death or damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Customer's gross negligence or willful misconduct, (ii) infringement or misappropriation by Customer of any intellectual property rights under this Agreement, or (iii) Customer's or its customer's use of the Products or Services, including without limitation, defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortious or illegal conduct.

9. CONFIDENTIALITY; PUBLICITY

9.1. **Confidentiality.** Each Party agrees that the terms of this Agreement and all information furnished to it by the other Party, including maps, pricing, financial terms, network routes, design information, methodologies, specifications, locations or other information to which it has access under this Agreement, are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party"). Each Party will treat the Proprietary Information and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party. Information will not be deemed Proprietary Information if it (i) becomes publicly available other than through the actions of the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach hereof.

9.2. **Publicity.** Neither Party may issue any advertising or other publicity material using the other Party's name or marks or describing in any way the terms of this Agreement without first receiving the other Party's written consent as to form and content, which consent may not be unreasonably withheld, conditioned, or delayed.

10. ASSIGNMENT

Neither Party will assign or transfer this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement upon notice and without the other Party's consent to a person, firm, corporation, partnership, association, trust or other entity (i) that controls, is controlled by or is under common control with the assigning Party or (ii) which purchases all or substantially all of its assets or stock; provided that the assignee assumes all liabilities hereunder in writing prior to the effectiveness of such assignment. Any assignment or transfer without the required consent is void and is considered a material breach of this Agreement. Upon any permitted assignment, the assigning Party will remain jointly and severally responsible for the performance under this Agreement, unless released in writing by the other Party, and this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11. FORCE MAJEURE

Neither party will be considered in breach of this Agreement nor liable under this Agreement for any delays, failures to perform, damages or losses, or any consequence thereof, caused by or attributable to an event of "Force Majeure," which is defined as any cause beyond the reasonable control of the party claiming relief, including without limitation the action by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions occurring after the Effective Date), third-party labor dispute, flood, earthquake, fire, lightning, epidemic, war, act of terrorism, riot, civil disturbance, act of God, sabotage, fiber cut caused by a third-party or failure of a third party to recognize a permit, authorization, right-of-way, easement, right, license or other agreement obtained by Syndeo to construct and operate its facilities or network.

12. NOTICES

All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including invoices) must be in writing and will be deemed given: (i) when delivered in person, (ii) one (1) business day after deposit with an overnight delivery service for next day delivery, or (iii) three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient Party at the address set forth on first page hereof. In addition, Syndeo may send Customer notices, other than notices for default or termination, to Customer's email address as contained on Syndeo's customer contact list. Such email notification is deemed delivered on the day sent unless returned to sender.

13. MISCELLANEOUS

13.1 **Governing Law.** This Agreement will be interpreted and construed in accordance with the internal laws of the State of Illinois without giving effect to its principles of conflicts of laws. This Agreement and the duties and obligations of the Parties hereunder shall be enforceable against any of the Parties in the courts of Illinois.

13.2 **Survival.** The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

13.3 **No Third-Party Beneficiaries.** The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns.

13.4 **Relationship of the Parties.** The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement may be deemed to constitute a partnership, joint venture or agency agreement between them.

13.5 **Remedies Not Exclusive.** Except as otherwise expressly provided, the rights and remedies set forth in this Agreement are in addition to, and cumulative of, all other rights and remedies at law or in equity.

13.6 **Headings; Severability.** The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions or conditions hereof. In the event any term of this Agreement is held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will be in any way affected.

13.7 **No Implied Waiver.** No failure to exercise and no delay in exercising, on the part of either Party, any right, power or privilege hereunder will operate as a waiver, except as expressly provided herein.

13.8 **Execution and Counterparts.** This Agreement may be executed in counterparts, including by facsimile transmission, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

13.9 **Order of Precedence.** If any conflict or contradiction exists between these General Terms and Conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these General Terms and Conditions and the terms of an Order Form, the terms of the Order Form will control.

14. ENTIRE AGREEMENT; AMENDMENT; EXECUTION

This Agreement, including all Supplements, Order Forms, exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

The Parties have executed this Agreement as of the last date of execution below.

SYNDEO NETWORKS, INC.

CUSTOMER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



10Mbps Quote

DATE: 8/1/2013

ESTIMATE #: 3.584.00

SERVICE PROVIDER

Ryan Olin
Syndeo Networks, Inc
1500 Lincoln Highway
St. Charles, IL 60174
Phone: 630.457.4218
Fax: 630.457.4240
rolin@syndeonetwork.com

CUSTOMER

Allen Philhower
City of Dixon
Address
Dixon, IL 61021
Phone:
Fax:
allen.philhower@discoverdixon.org

10Mbps of Bandwidth deleverd for ifiber connection at 79.30 a month for 1yr. Plus a one time fee of \$199.00 for equimpment and configuration.

ID	DESCRIPTION	Qty	Unit Cost	TOTAL
1	10Mbps Dedicated Access	1	\$ 79.30	\$ 79.30
6 Term 12 months				
Non-recurring Charges				
1	Installation and Configuration	1	\$199.00	
NRC Total			\$199.00	

NOTE: Telecommunications Taxes and surcharges are based on city, county, state and Federal

THANK YOU FOR YOUR BUSINESS!

Signature:

Date:

SUBTOTAL	\$	79.30
Est. TAX RATE		
SALES TAX	\$	-
SHIPPING AND HANDLING	\$	-
TOTAL	\$	79.30

III. Network Installation Delivery Date.

Syndeo designs and constructs custom networks and implements these projects through an efficient project management approach. The customer's delivery date is a function of the complexity of the specific network design.

* Customer responsible for all conduit, fiber and cross connects.

* Installation interval for LH is 45 days.

NRC = "Non-recurring charge". A one-time charge established for installation and construction of the network.

MRC = "Monthly recurring charge" and specifies the monthly charge for leasing the network.

V. Assumptions

- 1) The price's set forth herein constitute a non-binding quote good for 30 Days. Final terms and conditions shall be set forth in a formal agreement between the parties. The price quoted is exclusive of all applicable federal or state sales or excise taxes or universal service fund, utility or similar fees and taxes levied or imposed upon Syndeo or customer arising from or relating to the provision of the services quoted herein, all of which shall be separately charged to customer.
- 2) Building License Fees are not included in the price quoted above and will be added (if required) in a final quote.
- 3) The network design associated with pricing assumes the fiber backbone will extend to the Syndeo demarcation points within locations listed above. The typical Syndeo demarcation point is located in the basement of a building. Customer to provide rack, space, and power for Syndeo dedicated equipment at each location. Customer responsible for extending the Demark.

#12-A

CITY OF DIXON, LEE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR AND REQUIRING THE SUBMISSION OF THE
PROPOSITION OF WHETHER THE CITY OF DIXON SHALL ADOPT THE
MANAGERIAL FORM OF MUNICIPAL GOVERNMENT TO THE ELECTORS OF
THE CITY OF DIXON, LEE COUNTY, ILLINOIS, AT THE GENERAL ELECTION TO
BE HELD ON THE 4TH DAY OF NOVEMBER, 2014**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF DIXON

THIS ____ DAY OF NOVEMBER, 2013

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

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR AND REQUIRING THE SUBMISSION OF THE PROPOSITION OF WHETHER THE CITY OF DIXON SHALL ADOPT THE MANAGERIAL FORM OF MUNICIPAL GOVERNMENT TO THE ELECTORS OF THE CITY OF DIXON, LEE COUNTY, ILLINOIS, AT THE GENERAL ELECTION TO BE HELD ON THE 4TH DAY OF NOVEMBER, 2014

WHEREAS, the City of Dixon (the "City") is currently operating under the commission form of municipal government under Article IV of the Illinois Municipal Code, 65 ILCS 5/4-1-1 et seq.; and

WHEREAS, pursuant to Resolution No. 2413-13, adopted by the City Council on February 4, 2013, the City created the Governmental Form Task Force for the purpose of considering the available forms of government permissible in Illinois and making a recommendation to the City Council of the most appropriate form of government for the City and its citizens; and

WHEREAS, after considering such matter, the Governmental Form Task Force has recommended to the City Council that it submit the proposition of whether the City shall adopt the managerial form of municipal government under Article V of the Illinois Municipal Code, 65 ILCS 5/5-1-1 et seq., to the electors of the City at the general election to be held on the 4th day of November, 2014; and

WHEREAS, pursuant to authority specifically set forth in 65 ILCS 5/5-1-5, the City Council may initiate and submit such a proposition to the electors of the City by its adoption of an ordinance providing for the same; and

WHEREAS, 65 ILCS 5/5-1-5 further provides that the referendum on such proposition shall not be held on the date of the general primary election for the City; and

WHEREAS, 65 ILCS 5/5-1-8 specifies the form of such proposition to be submitted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DIXON AS FOLLOWS:

SECTION 1. The City Council finds that all of the recitals set forth above in the preambles to this Ordinance are full, true and correct, and such recitals are hereby incorporated into this Ordinance by this reference.

SECTION 2. The City Council finds and determines that it is in the best interests of the City and its citizens to submit the proposition of whether the City shall adopt the managerial form of municipal government under Article V of the Illinois Municipal Code, 65 ILCS 5/5-1-1 et seq., to the electors of the City at the general election to be held on the 4th day of November, 2014.

SECTION 3. The County Clerk of Lee County shall give notice of the election in accordance with the general election law by (i) publishing a notice not more than thirty (30) days nor less than ten (10) days prior to the date of the election in *The Telegraph*, a local community newspaper having general circulation in the City, and (ii) posting a copy of the notice at least ten (10) days before the date of the election at her principal office.

SECTION 4. The City Clerk of the City shall post a copy of the notice not less than ten (10) days before the date of the election at the principal office of the City.

SECTION 5. It is hereby found and determined that *The Telegraph* is a local community newspaper having general circulation in the City as required by the Election Code of the State of Illinois, 10 ILCS 5/1-1 et seq.

SECTION 6. The City Clerk of the City is directed to certify and submit as soon as possible but in any event on or before August 4, 2014, the following proposition to the County Clerk of Lee County with said proposition to be placed on the ballot for the general election to be held on November 4, 2014, in the following form:

Shall the City of Dixon adopt the managerial form of municipal government?	YES
	NO

SECTION 7. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 8. All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

Adopted by the City Council of the City of Dixon on the _____ day of November, 2013.

MAYOR

ATTEST:

City Clerk