

#6

COUNCIL OF THE CITY OF DIXON, ILLINOIS  
COUNCIL CHAMBERS – CITY HALL  
MONDAY, NOVEMBER 2, 2015  
5:30 P.M.

ROLL CALL/INVOCATION

The meeting was called to order by Mayor Arellano. Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano answered Roll Call. The Pledge of Allegiance was cited. Rev. Andy Minch from the Sauk Valley Community Church gave the Invocation.

PUBLIC HEARING  
ESTABLISHMENT OF NEW LEE OGLE ENTERPRISE ZONE

The Public Hearing was opened at 5:33 p.m. John Thompson addressed the City Council regarding an application for a new Enterprise Zone (EZ) designation. He advised this hearing was published in the local paper on October 28, 2015. John explained this is a statewide competition for applying for the EZ. He stated there were 65 applications submitted and 49 were accepted. He then gave a brief overview of the EZ program, citing that from 1997 to 2012 this program reported the collective activities within the zone and in 2013, the state changed the reporting process. John explained the passing of this new zone would provide economic surety for our area. He stated 11 slots for a new EZ are available and the application deadline is December 31, 2015. John then gave an overview of the application process. He cited and explain the 10 criteria for the local labor market area—(1) unemployment; (2) employment opportunities; (3) poverty; (4) abandoned coal mine/brownfields area/federal disaster; (5) large scale business closings; (6) vacant structures; (7) tax base improvement plan; (8) public infrastructure improvement plan; (9) career skills program and (10) equalized assessed valuation. John stated this new zone has only the 4 communities—Lee County, Ogle County, City of Dixon and City of Rochelle. He added that the term of said EZ would commence January 1, 2017 for 15 years and there would be 50% tax abatement for 6 years. John then showed a power point presentation of the map of the EZ and advised the TIF districts can overlay with the zone. At this time, Jason Anderson, Rochelle Greater Economic Development Association, spoke on the importance of Enterprise Zones and advised this partnership is very important and critical for economic growth. Mayor Arellano advised he is very supportive of this endeavor. After no further questions or comments, the Public Hearing was closed at 6:16 p.m.

WORK SESSION

Mayor Arellano spoke about the Dixon One Commission and the timing of its formation. He stated that Councilmen Bishop and Venier are Co-Chairs. It was the consensus of the full Council to defer the decision for 10 days until after the next meeting with more entities to discuss the need or no need of a Commission.

COUNCIL OF THE CITY OF DIXON, ILLINOIS  
COUNCIL CHAMBERS – CITY HALL  
MONDAY, NOVEMBER 2, 2015  
5:30 P.M.

APPROVAL OF MINUTES

Councilman Bishop moved that the minutes of the Regular Council Meeting of Monday, October 19, 2015, the minutes of the Special Council Meeting of Thursday, October 22, 2015, and the minutes of the Special Council Meeting of Thursday, October 29, 2015 be accepted and placed on file. Seconded by Councilman Venier. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

APPROVAL OF TOTAL LABOR & OUTSIDE CLAIMS

Councilman Marx moved that the Total Labor & Outside Claims in the amount of \$1,095,533.43 be approved and ordered paid. Seconded by Councilman Bishop. Discussion followed. Questions were raised regarding lab supply quotes, Tourism fees for panel design work, computer quotes and roadwork. After no further discussion, the Mayor called for the vote. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

COUNCIL REPORTS

Mayor Arellano discussed Depot Avenue; the S.B. Friedman proposal for the Business Development District; the Dixon Main Street agreement; Rusty Cox's retirement of November 6, 2015, after 31 years of service; the parking lot study at Lee County Council on Aging, which is in the budget which Tim Ridder recommended to hold off on because the City could do the work in-house for \$3000 to \$4000; LP tanks, which Attorney LeSage stated he would meet with Chief Tim Shipman and get back to the Council; bargaining; the retaining wall at the Courthouse, which is at a standstill and a work session in the near future was recommended; the teardown of the house of 3<sup>rd</sup> Street; and coordinating of grants for future projects.

Councilman Venier questioned Public Works Director about the 7<sup>th</sup> Street and River Street Projects. Tim Ridder advised 7<sup>th</sup> would be done before Thanksgiving and River Street would be completed by next week. Tim also advised ribbon cuttings would be done. Councilman Venier then thanked Rusty Cox for his years of service and advised he previously worked with Rusty on the Water Board. He lastly advised that due to an opportunity presented to Dixon Main Street by Attorney LeSage, they are applying for a grant for a 10-week live music summer concert to be held at the Riverfront and votes can be given at the Levitt Pavilions website.

Councilman Bishop advised that Rusty Cox has done a great job for the City and trained his men well.

COUNCIL OF THE CITY OF DIXON, ILLINOIS  
COUNCIL CHAMBERS – CITY HALL  
MONDAY, NOVEMBER 2, 2015  
5:30 P.M.

COUNCIL REPORTS (CONT'D.)

Councilman Marx echoed the thanks to Rusty Cox for his years of service.

Mayor Arellano advised the Airport updates would be on the agenda at the next meeting.

BOARDS & COMMISSIONS REPORTS

Mayor Arellano reported that the Monthly Building Permit Report for October, 2015, the Plan Commission Minutes of October 22, 2015, the Airport Board Minutes of August 1, 2015, the Dixon Sister Cities Association Minutes of October 20, 2015 and the Veterans Memorial Commission Minutes of September 23, 2015 are all on file with the Clerk and available for inspection.

VISITORS/PUBLIC COMMENT

Josie Whaley addressed the Council on her concerns for better street markings in the school zones, she questioned the completion of the streetscape project and asked the Council to view the paint on the Jefferson Street water tower.

PET. – ANNEXATION & ZONING – 655 PALMYRA ROAD

Councilman Tucker moved that the Petition for Annexation & Zoning pursuant to the request of Chad Dambman, for property located at 655 Palmyra Road, be referred to the City Attorney for proper action. Seconded by Councilman Marx. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

DISCUSSION AND APPROVAL OF EASEMENT AGREEMENT  
FOR EAST RIVER STREET PROJECT

Councilman Venier moved that the Easement Agreement for the East River Street Project be approved. Seconded by Councilman Tucker. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

COUNCIL OF THE CITY OF DIXON, ILLINOIS  
COUNCIL CHAMBERS – CITY HALL  
MONDAY, NOVEMBER 2, 2015  
5:30 P.M.

MOTION FOR RELEASE OF CLOSED SESSION MINUTES  
MAY 4, 2015, MAY 18, 2015, JULY 13, 2015, JULY 20, 2015-PARTIAL  
AND JULY 28, 2015

Councilman Bishop moved that the Closed Session Minutes of May 4, 2015, May 18, 2015, July 13, 2015, July 20, 2015-Partial and July 28, 2015 be released, as the need for confidentiality does not exist. Seconded by Councilman Venier. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

MOTION TO NOT RELEASE CLOSED SESSION MINUTES  
JULY 20, 2015-PARTIAL, SEPTEMBER 8, 2015 AND  
SEPTEMBER 21, 2015

Councilman Marx moved to not release the Closed Session Minutes of July 20, 2015-Partial, September 8, 2015 and September 21, 2015 as the need for confidentiality exists. Seconded by Councilman Bishop. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

PLACE ON FILE – ORD. – 2015 TAX LEVY

Councilman Tucker moved that an Ordinance for the levy of taxes for the corporate purposes of the City of Dixon, Lee County, Illinois for the calendar year 2015 be placed on file until the regularly scheduled Council Meeting of Monday, December 7, 2015. Seconded by Councilman Venier. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

RES. #2529-15 – AMENDING 2015/2016 BUDGET  
(BROWNFIELDS ASSESSMENT GRANT APPLICATION)

Councilman Venier moved that a Resolution amending the 2015/2016 Budget to facilitate the Brownfields Assessment Grant Application be adopted. Seconded by Councilman Bishop. Discussion followed. Mayor Arellano advised the timeline to be done by December and 100% of the cost can be picked up by the grant. Attorney LeSage advised he reviewed the grant application and is satisfied with it. After no further comments, the Mayor called for the vote. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

COUNCIL OF THE CITY OF DIXON, ILLINOIS  
COUNCIL CHAMBERS – CITY HALL  
MONDAY, NOVEMBER 2, 2015  
5:30 P.M.

AUTHORIZE EXECUTION OF AGREEMENT FOR PROFESSIONAL SERVICES  
CITY OF DIXON/FEHR GRAHAM

Councilman Bishop moved that the Agreement for Professional Services between the City of Dixon and Fehr Graham be executed. Seconded by Councilman Tucker. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

PRESENTATION – NW ILLINOIS REGIONAL BUILDING CODE  
ANDREW PIERI

Mr. Andrew Pieri, City of Rockford, explained the concept of a regional building code whereby many municipalities were reached out to, and after several meetings with tradesmen and city officials, the document was finalized in September, 2015. Mr. Pieri requested that Dixon start discussions to join this concept. He explained there are 9 different codes in this concept and there would be no change to the Energy Conservation Code or the Plumbing Code. Questions from the Council were all answered by Mr. Pieri and it was determined that the next step would be for the City Attorney to review the document. Lastly, Mr. Pieri advised there would be training sessions in the future for regional training for tradesmen.

RES. #2530-15 - APPROVAL OF TEMPORARY ENCROACHMENT  
91 SOUTH OTTAWA AVENUE

Councilman Venier moved that a Resolution approving a temporary encroachment, per the request of Credit Auto Sales, Inc., for property located at 91 South Ottawa Avenue be adopted. Seconded by Councilman Tucker. Discussion followed. The owner, Ralph Schneider, addressed the Council and gave a brief explanation as to what he wants to do at this property. Attorney LeSage also advised that the City could order a temporary encroachment be removed. After no further comments, the Mayor called for the vote. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

CONSIDERATION AND APPROVAL OF CITY MANAGER  
EMPLOYMENT AGREEMENT WITH COLE O'DONNELL

Councilman Tucker moved to authorize consideration and approval of the City Manager Employment Agreement with Cole O'Donnell. Seconded by Councilman Marx. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

COUNCIL OF THE CITY OF DIXON, ILLINOIS  
COUNCIL CHAMBERS – CITY HALL  
MONDAY, NOVEMBER 2, 2015  
5:30 P.M.

EXECUTIVE SESSION

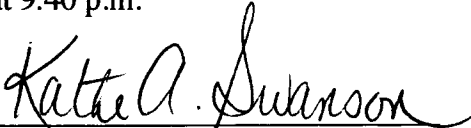
Councilman Tucker moved that the Regular Council Meeting of Monday, November 2, 2015 be adjourned to meet in Executive Session to review prior Executive Session minutes, to consider the appointment, employment, compensation, discipline, performance or dismissal of a specific employee and the acquisition of real estate. Seconded by Councilman Marx. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

RECONVENE MEETING

Councilman Bishop moved that the Regular Council Meeting of Monday, November 2, 2015 reconvene into Open Session. Seconded by Councilman Tucker. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried.

ADJOURNMENT

Councilman Marx moved that the Regular Council Meeting of Monday, November 2, 2015 be adjourned to meet in Regular Session on Monday, November 16, 2015 at 5:30 p.m. in the Council Chambers at City Hall. Seconded by Councilman Venier. Voting Yea: Councilmen Tucker, Venier, Bishop, Marx and Mayor Arellano. Voting Nay: None. Motion carried. The meeting was adjourned at 9:40 p.m.

  
Kathe A. Swanson, City Clerk

# 7

CITY OF DIXON

Payment Approval Report

Report dates: 11/9/2015-11/16/2015

Page: 1

Nov 12, 2015 09:09AM

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
COUNCIL		373	IL MUNICIPAL LEAGUE	10 2015	2016 DUES	10/27/2015	1,500.00	.00	
COUNCIL		584	OTTOSEN BRITZ KELLY COOPER GI	83279	LEGAL FEES	10/31/2015	175.50	.00	
COUNCIL		675	SAUK VALLEY MEDIA	331413	TAX LEVY NOTICE	11/04/2015	245.70	.00	
COUNCIL		828	WARD MURRAY PACE & JOHNSON	135581	LEGAL FEES	11/05/2015	14,155.00	.00	
COUNCIL		836	WELLS FARGO	11 2015 #6606	MGR CANDIDATE LODGING	11/03/2015	309.69	.00	
COUNCIL		836	WELLS FARGO	11 2015 #6606	MAYOR - ICSC MEMBERSHIP	11/03/2015	50.00	.00	
COUNCIL		836	WELLS FARGO	11 2015 #6606	MIKKI RETIREMENT GIFT	11/03/2015	150.00	.00	
COUNCIL		1275	ARC APPRAISALS	10 2015	REAL ESTATE APPRAISAL	10/19/2015	1,800.00	.00	
Total COUNCIL:							18,385.89	.00	
PUBLIC RELATIONS		4	ACE HARDWARE	K99347	RUSTY'S SHOVEL	10/28/2015	15.29	.00	
Total PUBLIC RELATIONS:							15.29	.00	
FINANCE		122	CENTURYLINK	10 2015 #8672	MAYORS OFFICE #304029672	10/19/2015	117.63	.00	
FINANCE		677	SBM STERLING BUSINESS CENTER	280375	CONTRACT #A7723-MX3610N-01	11/04/2015	165.37	.00	
FINANCE		689	SHARPE, TIMOTHY W.	10 2015	FIRE/POLICE PENSION ACTUARY RE	10/30/2015	5,000.00	.00	
FINANCE		836	WELLS FARGO	11 2015 #6507	AMAZON - COMPUTER MONITOR	11/03/2015	399.99	.00	
Total FINANCE:							5,682.99	.00	
ADMINISTRATION		836	WELLS FARGO	11 2015 #8507	AMAZON - COMPUTER MEMORY	11/03/2015	47.99	.00	
ADMINISTRATION		836	WELLS FARGO	11 2015 #8556	APA MEMBERSHIP	11/03/2015	462.50	.00	
ADMINISTRATION		836	WELLS FARGO	11 2015 #8556	LABOR LAW POSTERS	11/03/2015	393.50	.00	
ADMINISTRATION		1084	ROCK RIVER HUMAN RESOURCE	10 2015 AB	DUES	10/27/2015	30.00	.00	
ADMINISTRATION		1084	ROCK RIVER HUMAN RESOURCE	10 2015 RF	DUES	10/26/2015	30.00	.00	
Total ADMINISTRATION:							963.99	.00	
INFORMATION TECHNOLOG		4	ACE HARDWARE	397429	CLAMP/ALLEN	10/14/2015	18.55	.00	
INFORMATION TECHNOLOG		148	COMCAST CABLE	10 2015 #2219	CITY HALL #8771103010032219	10/26/2015	135.41	.00	
INFORMATION TECHNOLOG		836	WELLS FARGO	11 2015 #8507	VERIZON-IPAD INTERNET	11/03/2015	20.00	.00	
INFORMATION TECHNOLOG		836	WELLS FARGO	11 2015 #8507	AMAZON-SERIAL ADAPTER/SPARE D	11/03/2015	70.61	.00	
INFORMATION TECHNOLOG		836	WELLS FARGO	11 2015 #6507	NEWEGG-FORTINET FW690D	11/03/2015	321.99	.00	
INFORMATION TECHNOLOG		874	ZONES	S42566860101	AXIS CAMERA MOUNT	10/27/2015	41.52	.00	
INFORMATION TECHNOLOG		881	GOOGLE INC.	200278990	ADDL GOOGLE APPS LICENSES	11/03/2015	125.00	.00	

Report dates: 11/9/2015-11/16/2015

Nov 12, 2015 09:09AM

Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total INFORMATION TECHNOLOGY:									
		850	WILLETT HOFMANN & ASSOC INC	21617	EASTSCAPE #1230D13	10/28/2015	733.08	.00	
Total :									
							367.80	.00	
							367.80	.00	
MUNICIPAL	23	ALLIANCES COUNSELING SERVICES	BS194		INDIVIDUAL COUNSELING	10/22/2015	100.00	.00	
MUNICIPAL	52	AUCA CHICAGO MC LOCKBOX	1590219325		CITY HALL MATS	10/27/2015	48.40	.00	
MUNICIPAL	146	COM ED	10 2015 #2001		117 LINCOLN ST DR #2237492001	10/28/2015	16.33	.00	
MUNICIPAL	146	COM ED	10 2015 #3003		105 W FIRST #0404033003	10/27/2015	340.63	.00	
MUNICIPAL	146	COM ED	10 2015 #3071		LINCOLN STATUE DR #0603133071	10/27/2015	91.16	.00	
MUNICIPAL	146	COM ED	10 2015 #5242		O GALENA #0855095242	10/29/2015	56.91	.00	
MUNICIPAL	146	COM ED	10 2015 #8003		105 E RIVER #0640388003	10/29/2015	660.45	.00	
MUNICIPAL	146	COM ED	10 2015 #8113		BLOODY GULCH RD #0603068113	10/28/2015	34.90	.00	
MUNICIPAL	146	COM ED	10 2015 #5103		O RIVER ST #0438165103	10/30/2015	485.63	.00	
MUNICIPAL	168	CULLIGAN OF DIXON	374204		SALT	09/01/2015	25.00	.00	
MUNICIPAL	358	IL DEPARTMENT OF EMPLOYMENT S	11 2015 #802413		EMPLOYER #0802413	11/05/2015	2,900.00	.00	
MUNICIPAL	387	IML RISK MANAGEMENT	10 2015 #0152		2016 INSURANCE	10/26/2015	123,693.00	.00	
MUNICIPAL	387	IML RISK MANAGEMENT	10 2015 #0152		2016 INSURANCE	10/26/2015	60,147.00	.00	
MUNICIPAL	387	IML RISK MANAGEMENT	10 2015 #0152		2016 INSURANCE	10/26/2015	232,977.00	.00	
MUNICIPAL	503	MECHANICAL INC- FREEPORT	FRE46635C		PREVENTATIVE MAINT. @ CITY HALL	10/25/2015	1,286.50	.00	
MUNICIPAL	836	WELLS FARGO	11 2015 #6806		DOWNTOWN MUSIC	11/03/2015	29.99	.00	
Total MUNICIPAL:									
							422,892.90	.00	
RECOVERY FUND EXPE	492	MARTIN & COMPANY EXCAVATING	1333D14 #4		E RIVER STREET #4	11/04/2015	1,117,364.	.00	
RECOVERY FUND EXPE	850	WILLETT HOFMANN & ASSOC INC	21465		E RIVER RD/RAYNOR #1063D10	09/24/2015	2,693.35	.00	
RECOVERY FUND EXPE	850	WILLETT HOFMANN & ASSOC INC	21615		SAFE ROUTES TO SCHOOL	10/28/2015	2,978.55	.00	
RECOVERY FUND EXPE	850	WILLETT HOFMANN & ASSOC INC	21616		E RIVER ST #1333D14	10/28/2015	28,527.39	.00	
RECOVERY FUND EXPE	962	FISCHER EXCAVATING INC.	1078D14 #8		RAYNOR LIFTSTATION	10/26/2015	36,923.32	.00	
Total RECOVERY FUND EXPENSES:									
							1,190,486.	.00	
PUBLIC WORKS	292	GOVCONNECTION INC	53194973		SURFACE PRO DOCK & KEYBOARD	10/27/2015	244.34	.00	
PUBLIC WORKS	836	WELLS FARGO	11 2015 #6507		AMAZON-COMPUTER MONITOR	11/03/2015	399.99	.00	
PUBLIC WORKS	836	WELLS FARGO	11 2015 #6507		HP COM-HP PRINTER FOR PW DIREC	11/03/2015	424.99	.00	
PUBLIC WORKS	836	WELLS FARGO	11 2015 #6507		HP COM-REF OF SALES TAX ON PRIN	11/03/2015	25.00-	.00	
PUBLIC WORKS	836	WELLS FARGO	11 2015 #6507		AMAZON - TONER FOR HP PRINTER/	11/03/2015	143.38	.00	



Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total PUBLIC WORKS:									
BUILDING ZONING		122	CENTURYLINK	10 2015 #5726	BLDG #304025726	10/19/2015	33.58	.00	
BUILDING ZONING		836	WELLS FARGO	11 2015 #6606	ICC-BLDG INSP TRAINING	11/03/2015	79.00	.00	
Total BUILDING ZONING:									
							1,187.70	.00	
Total BUILDING ZONING:									
							112.58	.00	
Total BUILDING ZONING:									
STREETS		4	ACE HARDWARE	397453	STIHL CHAIN	10/14/2015	36.99	.00	
STREETS		4	ACE HARDWARE	398090	KEY CUT	10/19/2015	4.64	.00	
STREETS		4	ACE HARDWARE	398372	LABOR/HANDLE/SPRING	10/21/2015	88.97	.00	
STREETS		4	ACE HARDWARE	398376	BG86	10/21/2015	200.00	.00	
STREETS		4	ACE HARDWARE	398736	KEY CUT	10/23/2015	6.97	.00	
STREETS		4	ACE HARDWARE	399086	ROPE	10/27/2015	3.14	.00	
STREETS		4	ACE HARDWARE	399210	NUTS	10/27/2015	6.48	.00	
STREETS		4	ACE HARDWARE	399264	AIR FILTER/STRAPS/PUSH BROOM	10/28/2015	63.55	.00	
STREETS		4	ACE HARDWARE	399265	PUSH BROOM	10/28/2015	7.99	.00	
STREETS		4	ACE HARDWARE	K99301	SPRAYER/CLEANER/SOAP	10/28/2015	42.36	.00	
STREETS		85	BONNELL INDUSTRIES INC	0164485-IN	REPAIR DUMP BODIES	10/27/2015	6,957.56	.00	
STREETS		85	BONNELL INDUSTRIES INC	0164537-IN	MUD FLAPS	10/29/2015	57.26	.00	
STREETS		85	BONNELL INDUSTRIES INC	0164605-IN	BACK RACK/LIGHTS	11/02/2015	613.09	.00	
STREETS		85	BONNELL INDUSTRIES INC	0164632-IN	CARRIAGE	11/03/2015	47.16	.00	
STREETS		85	BONNELL INDUSTRIES INC	0164653-IN	MALE NPTF	11/04/2015	11.04	.00	
STREETS		427	KEN NELSON AUTO PLAZA	137028	LAMP	10/21/2015	120.49	.00	
STREETS		492	MARTIN & COMPANY EXCAVATING	24019	ASPHALT	10/24/2015	420.16	.00	
STREETS		565	NORTH'S OIL COMPANY	3042926	CHEVRON RANDO	10/29/2015	242.02	.00	
STREETS		565	NORTH'S OIL COMPANY	3042943	HYDRAULIC OIL	11/03/2015	112.30	.00	
STREETS		650	ROCK RIVER READY MIX	84187	PATCH - 3RD ST	10/21/2015	90.00	.00	
STREETS		650	ROCK RIVER READY MIX	84234	PATCH - 3RD ST	10/22/2015	112.50	.00	
STREETS		728	STERLING NAPA AUTO PARTS	803847	PIPE CONNECTOR/TUBING CLAMP	09/15/2015	107.20	.00	
STREETS		728	STERLING NAPA AUTO PARTS	808923	OIL DRY	10/19/2015	63.98	.00	
STREETS		728	STERLING NAPA AUTO PARTS	809068	OIL DRY/FITTING	10/20/2015	94.12	.00	
STREETS		728	STERLING NAPA AUTO PARTS	809078	CAP/SL PLUG	10/20/2015	23.30	.00	
STREETS		728	STERLING NAPA AUTO PARTS	809307	FILTERS	10/21/2015	74.36	.00	
STREETS		728	STERLING NAPA AUTO PARTS	809919	DRIP PAN/OIL DRY	10/26/2015	93.72	.00	
STREETS		728	STERLING NAPA AUTO PARTS	810621	T-30 SERVICE DIAPHRAG	10/29/2015	7.02	.00	
STREETS		728	STERLING NAPA AUTO PARTS	811032	WINDSHIELD WASH	11/02/2015	27.24	.00	
STREETS		836	WELLS FARGO	11 2015 #6507	AMAZON - LAOPTOP COMPUTER/KEY	11/03/2015	387.51	.00	
STREETS		836	WELLS FARGO	11 2015 #6507	AMAZON - SERIAL CABLE/DESK PHO	11/03/2015	129.99	.00	
STREETS		850	WILLETT HOFMANN & ASSOC INC	21614	ANNUAL ST RESURFACE #1043D15	10/28/2015	1,398.03	.00	
STREETS		1166	1ST AYD CORPORATION	732782	RELQUIFIES/DISCS	11/01/2015	218.92	.00	

## CITY OF DIXON

## Payment Approval Report

Page: 4

Report dates: 11/9/2015-11/16/2015

Nov 12, 2015 09:08AM

Segment	DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total STREETS:									
PUBLIC PROPERTY		4	ACE HARDWARE	398326	FLAG FOR RIVERFRONT	10/06/2015	32.39	.00	
PUBLIC PROPERTY		4	ACE HARDWARE	397314	SCRATCH BRUSH/BOLTS	10/13/2015	20.63	.00	
PUBLIC PROPERTY		4	ACE HARDWARE	397378	PAINTBRUSH/SANDSPONGE	10/14/2015	30.84	.00	
PUBLIC PROPERTY		4	ACE HARDWARE	398510	ANCHOR BOLTS	10/22/2015	12.52	.00	
PUBLIC PROPERTY		4	ACE HARDWARE	1590204277	MONTHLY SUPPLIES	10/15/2015	82.79	.00	
PUBLIC PROPERTY		52	AUCA CHICAGO MC LOCKBOX	53186885	DOCUMENT SCANNER	10/23/2015	1,309.97	.00	
PUBLIC PROPERTY		292	GOVCONNECTION INC	03963	LIBRARY BENCH/RIVERFRONT SUPP	08/06/2015	43.92	.00	
PUBLIC PROPERTY		505	MENARDS	03985	RIVERFRONT SUPPLIES	08/06/2015	3.96	.00	
PUBLIC PROPERTY		505	MENARDS	11 2015 #6507	AMAZON-DESK PHONE	11/03/2015	23.14	.00	
Total PUBLIC PROPERTY:							1,560.16	.00	
CEMETERY		4	ACE HARDWARE	398203	SPACER WHEEL/CLEANER BOWL/KIT	10/20/2015	52.69	.00	
CEMETERY		4	ACE HARDWARE	398649	LAWN MIX/RESPIRATOR SND/FBRGL	10/23/2015	120.68	.00	
CEMETERY		4	ACE HARDWARE	399805	BOLT/LITH BATTERY/FLINT STRIKER	10/30/2015	14.54	.00	
CEMETERY		4	ACE HARDWARE	399654	DIE 1" HEX 1/2-13NC	10/30/2015	5.39	.00	
CEMETERY		4	ACE HARDWARE	399661	PLUG GALV 3/4"	10/30/2015	2.69	.00	
CEMETERY		146	COM ED	10 2015 1#6007	416 S DEMENT #2071436007	10/30/2015	69.35	.00	
CEMETERY		738	SUBLETTE MECHANICAL INC	20194	TRIMMER RECOIL ASSEMBLY (2)	10/13/2015	91.98	.00	
Total CEMETERY:							357.32	.00	
PUBLIC SAFETY BUILDIN		4	ACE HARDWARE	396474	TOP SOIL	10/07/2015	20.28	.00	
PUBLIC SAFETY BUILDIN		4	ACE HARDWARE	396482	TOP SOIL	10/07/2015	25.35	.00	
PUBLIC SAFETY BUILDIN		4	ACE HARDWARE	396722	TOP SOIL	10/08/2015	10.14	.00	
PUBLIC SAFETY BUILDIN		52	AUCA CHICAGO MC LOCKBOX	1590219324	JANITORIAL SUPPLIES	10/27/2015	80.19	.00	
PUBLIC SAFETY BUILDIN		254	FARLEY'S APPLIANCE	225588	REPAIRS TO FRIDGE IN PSB COMM R	10/29/2015	146.15	.00	
PUBLIC SAFETY BUILDIN		315	HASTINGS AIR-ENERGY CONTROL IN	158692	2 FIRE APPARATUS BAY EXHAUST S	10/27/2015	610.49	.00	
PUBLIC SAFETY BUILDIN		836	WELLS FARGO	11 2015 #6523	BELTS FOR PSB AIR HANDLERS	11/03/2015	47.18	.00	
PUBLIC SAFETY BUILDIN		1173	DIRECT IN SUPPLY	106166	PAPER TOWELS/JANITORIAL SUPPLI	10/26/2015	116.00	.00	
Total PUBLIC SAFETY BUILDING:							1,055.78	.00	
DOWNTOWN MAINTENA		1119	GROSHANS, JOHN	11 2015	RIVERFRONT/STREETSCAPE MAINTA	11/01/2015	1,666.67	.00	
Total DOWNTOWN MAINTENANCE:							1,666.67	.00	
TRAFFIC MAINTENANCE		85	BONNELL INDUSTRIES INC	0164527-IN	4' 4" COLD ROLLED STEEL CUT TO SI	10/28/2015	16.50	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
TRAFFIC MAINTENANCE	122	CENTURYLINK	10 2015 #6429	DPD #304036429	10/19/2015	104.96	.00	
TRAFFIC MAINTENANCE	208	DIXON PAINT COMPANY	9934	2 MESH FILTERS	11/04/2015	24.60	.00	
TRAFFIC MAINTENANCE	728	STERLING NAPA AUTO PARTS	808608	WINDOWSHIELD WASHER RESERVOI	10/16/2015	53.93	.00	
TRAFFIC MAINTENANCE	728	STERLING NAPA AUTO PARTS	808904	WINDOWSHIELD WASHER RESERVOI	10/19/2015	19.04	.00	
TRAFFIC MAINTENANCE	748	TAPCO	1507565	2 BLADES FOR SIGN MAKING MACHI	10/28/2015	89.97	.00	
TRAFFIC MAINTENANCE	836	WELLS FARGO	11 2015 #6507	AMAZON - IPHONE CASE & BELT CLIP	11/03/2015	76.27	.00	
TRAFFIC MAINTENANCE	836	WELLS FARGO	11 2015 #6531	STENCILS FOR ST MARKING	11/03/2015	155.53	.00	
TRAFFIC MAINTENANCE	1287	BIG JOHN PORTABLE TOILETS	40548	MONTHLY RENTAL FEE	10/31/2015	88.00	.00	
Total TRAFFIC MAINTENANCE:						590.72	.00	
WATER	4	ACE HARDWARE	396187	SUCTION HOSE	10/05/2015	199.95	.00	
WATER	4	ACE HARDWARE	397279	LEVER FLUSH SURE FIT	10/13/2015	4.94	.00	
WATER	4	ACE HARDWARE	397440	HARDWARE	10/14/2015	1.12	.00	
WATER	4	ACE HARDWARE	398085	PLEDGE FLR CLEANER	10/19/2015	10.78	.00	
WATER	4	ACE HARDWARE	398158	PIPE JOINT COMPOUND/HOOK CEIL/	10/20/2015	18.53	.00	
WATER	4	ACE HARDWARE	398169	NIPPLE SCH80/BUSHING NYLON	10/20/2015	2.41	.00	
WATER	4	ACE HARDWARE	398172	BUSHING/STRAP RUBBER TARP	10/20/2015	12.54	.00	
WATER	4	ACE HARDWARE	398197	SCREWDRIVER 4 IN 1	10/20/2015	4.82	.00	
WATER	4	ACE HARDWARE	398324	1 GAL POOL SHOCK	10/21/2015	6.28	.00	
WATER	4	ACE HARDWARE	398511	CM WRENCH COMB/BOLT/NUTS	10/22/2015	48.74	.00	
WATER	4	ACE HARDWARE	398512	WASHERS	10/22/2015	8.19	.00	
WATER	4	ACE HARDWARE	398571	SQ HEAD PLUG/CLAMP	10/22/2015	17.00	.00	
WATER	4	ACE HARDWARE	398710	WAX/LUBRICANT/SILICONE/WIPESX	10/23/2015	117.84	.00	
WATER	4	ACE HARDWARE	398592	PLUG GALV	10/30/2015	6.28	.00	
WATER	4	ACE HARDWARE	398622	MILKHOUSE UTIL HEATER/GUTTER S	10/30/2015	102.56	.00	
WATER	24	ALL-SAFE OF DIXON	24684	REGISTER CHARGE #24684	10/07/2015	12.75	.00	
WATER	52	AUCA CHICAGO MC LOCKBOX	1590219331	MAT NYLON/RUBBER 4X6 3X4	10/27/2015	27.06	.00	
WATER	53	AUTOMATIC CONTROL SERVICES	3250	COMM ISSUES FROM TOWER 7	06/15/2015	1,273.80	.00	
WATER	148	COMCAST CABLE	10 2015 #0059	INTERNET	10/20/2015	107.85	.00	
WATER	217	DIXON TIRE CENTER	78863	INSTALL TUBES/INDUST TUBE/SHOP	10/27/2015	23.66	.00	
WATER	272	FREEDOM MAILING SERVICES INC.	27645	WATER DEPT-PAST DUE NOTIES	10/22/2015	19.76	.00	
WATER	272	FREEDOM MAILING SERVICES INC.	27645	WATER DEPT- POSTAGE	10/22/2015	100.88	.00	
WATER	272	FREEDOM MAILING SERVICES INC.	27666	WATER DEPT-SHUT OFF NOTICES	10/28/2015	16.63	.00	
WATER	272	FREEDOM MAILING SERVICES INC.	27666	WATER DEPT- POSTAGE	10/28/2015	84.88	.00	
WATER	272	FREEDOM MAILING SERVICES INC.	27681	WATER DEPT- BILLING	10/29/2015	117.73	.00	
WATER	272	FREEDOM MAILING SERVICES INC.	27681	WATER DEPT- POSTAGE	10/29/2015	387.91	.00	
WATER	307	HACH CHEMICAL	9607988	SAMPLE CELLS	10/05/2015	131.10	.00	
WATER	307	HACH CHEMICAL	9607988	SHIPPING	10/05/2015	17.79	.00	
WATER	307	HACH CHEMICAL	9639264	NITROGEN/NITRATE	10/23/2015	144.81	.00	
WATER	318	HD SUPPLY WATERWORKS LTD.	E663215	4 FLGFLG DI PIPE 17-3/4" PRIMER	10/23/2015	297.12	.00	

Report dates: 11/9/2015-11/16/2015

Nov 12, 2015 09:09AM

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
WATER	318	HD SUPPLY WATERWORKS LTD.	E664360	GASKET	10/21/2015	10.83	.00	
WATER	318	HD SUPPLY WATERWORKS LTD.	E745783	3/4 BALL CORP	11/03/2015	91.51	.00	
WATER	387	IML RISK MANAGEMENT	10 2015 #0152	2016 INSURANCE	10/26/2015	45,438.00	.00	
WATER	387	IML RISK MANAGEMENT	10 2015 #0152	2016 INSURANCE	10/26/2015	22,839.00	.00	
WATER	387	IML RISK MANAGEMENT	10 2015 #0152	2016 INSURANCE	10/26/2015	11,748.00	.00	
WATER	492	MARTIN & COMPANY EXCAVATING	24020	ASPHALT	10/24/2015	728.52	.00	
WATER	555	NICOR	10 2015 #6015	1952 LOWELL PK #70382358015	10/27/2015	159.78	.00	
WATER	594	PDC LABORATORIES	808795	NO3-N CHL/COURIER/FLUORIDE PRO	08/15/2015	359.00	.00	
WATER	594	PDC LABORATORIES	808796	AS 200.8 DWTOT/TURB CK	08/15/2015	11.50	.00	
WATER	629	QUILL CORPORATION	8970685	TONER HP 312X & 312A/COFFEE	10/23/2015	494.93	.00	
WATER	638	RENNER QUARRIES LTD.	43677	ROCK	10/23/2015	112.40	.00	
WATER	638	RENNER QUARRIES LTD.	43721	CA-11 3/4" CHIPS	10/31/2015	115.84	.00	
WATER	689	SANCO TRAFFIC	1007480	TRAFFIC CONTROL/PROTECTION GA	10/23/2015	750.00	.00	
WATER	728	STERLING NAPA AUTO PARTS	810154	HEADLIGHT BULB-99 DODGE TRUCK	10/27/2015	14.24	.00	
WATER	780	TOTAL WATER TREATMENT SYSTEM	0640166	DI SERVICE TANKS	10/28/2015	78.92	.00	
WATER	809	USA BLUEBOOK	783562	HELMET	10/22/2015	38.95	.00	
WATER	809	USA BLUEBOOK	783587	V-GARD HATS	10/22/2015	76.52	.00	
WATER	836	WELLS FARGO	11 2015 #6549	GAS	11/03/2015	12.39	.00	
WATER	836	WELLS FARGO	11 2015 #6549	DONUTS IAWWA WORKSHOP	11/03/2015	25.62	.00	
WATER	836	WELLS FARGO	11 2015 #6549	DRINKS IAWWA WORKSHOP	11/03/2015	21.52	.00	
WATER	836	WELLS FARGO	11 2015 #6549	CALIBRATE THERMOMETER	11/03/2015	143.77	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146635415111	92 ARTESIAN #0045038075	11/02/2015	2,119.98	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146835515111	1552 DUTCH RD #0127095069	11/02/2015	904.84	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146835615101	420 E RIVER RD #5 #0655112011	10/30/2015	675.53	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146635715111	1129 N JEFFERSON #0822025034	11/02/2015	355.11	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146635915111	0 CHICAGO AVE #2607077030	11/02/2015	225.21	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636015111	1329 N GALENA #5526002009	11/02/2015	4,559.43	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636115111	1512 S COLLEGE #5547096047	11/02/2015	258.41	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636215111	1025 NACHUSA #5610052004	11/02/2015	2,148.36	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636315111	1100 WARP DR#5946131009	11/02/2015	3,439.61	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636415111	1952 LOWELL PK #7878029001	11/03/2015	119.27	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636515111	2019 LOWELL PK RD #8907019049	11/03/2015	96.73	.00	
WATER	1211	DYNEGY ENERGY SERVICES	146636615111	1740 N BRINTON #9138144009	11/02/2015	114.77	.00	
WATER	1278	CRAIG PATRICK CUSTOM SAWING	10 2015	6- 2X12X14 LUMBER	10/25/2015	300.00	.00	
Total WATER:						101,914.20	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	395686	HARDWARE SUPPLIES	10/01/2015	182.13	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	395791	HARDWARE SUPPLIES	10/02/2015	2.52	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	395835	HARDWARE SUPPLIES	10/02/2015	9.63	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	396844	HARDWARE SUPPLIES	10/09/2015	20.04	.00	

Report dates: 11/9/2015-11/16/2015

Nov 12, 2015 09:09AM

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
SEWAGE TREATMENT	4	ACE HARDWARE	397435	HARDWARE SUPPLIES	10/14/2015	17.00	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	397554	HARDWARE SUPPLIES	10/15/2015	2.51	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	397767	HARDWARE SUPPLIES	10/16/2015	7.64	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	397992	HARDWARE SUPPLIES	10/19/2015	34.17	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	398145	HARDWARE SUPPLIES	10/20/2015	6.74	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	398200	HARDWARE SUPPLIES	10/20/2015	2.51	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	398600	HARDWARE SUPPLIES	10/22/2015	53.93	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	398682	HARDWARE SUPPLIES	10/23/2015	79.46	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	398716	HARDWARE SUPPLIES	10/23/2015	12.58	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	398728	HARDWARE SUPPLIES	10/23/2015	9.88	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	398729	HARDWARE SUPPLIES	10/23/2015	12.58	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	399484	HARDWARE SUPPLIES	10/29/2015	12.55	.00	
SEWAGE TREATMENT	4	ACE HARDWARE	399640	HARDWARE SUPPLIES	10/30/2015	65.57	.00	
SEWAGE TREATMENT	104	C & N SUPPLY	52889	SHIPPING LAB SAMPLES	10/22/2015	16.63	.00	
SEWAGE TREATMENT	104	C & N SUPPLY	52916	SHIPPING LAB SAMPLES	10/30/2015	16.63	.00	
SEWAGE TREATMENT	122	CENTURYLINK	10 2015 #7784	STP#304027784	10/19/2015	289.93	.00	
SEWAGE TREATMENT	146	COM ED	10 2015 #2082	1670 BRANDYWINE LN #0528062062	10/29/2015	107.91	.00	
SEWAGE TREATMENT	146	COM ED	11 2015 #3010	TAYLOR CT #7353003010	11/02/2015	137.31	.00	
SEWAGE TREATMENT	146	COM ED	11 2015 #3065	TILTON PK #4203053065	11/02/2015	94.15	.00	
SEWAGE TREATMENT	146	COM ED	11 2015 #8028	926 E RIVER RD #4371148028	11/03/2015	55.50	.00	
SEWAGE TREATMENT	146	COM ED	11 2015 #8046	706 E FELLOWS #6009078046	11/02/2015	39.02	.00	
SEWAGE TREATMENT	146	COM ED	11 2015 #8001	128 LIBERTY CT #2250129001	11/02/2015	51.68	.00	
SEWAGE TREATMENT	201	DIXON COMMERCIAL ELECTRIC CO.	2177	INSTALL PUMP @ FACILITY	10/19/2015	434.50	.00	
SEWAGE TREATMENT	254	FARLEY'S APPLIANCE	224855	REPAIR ADMIN BLDG WATER HEATE	10/05/2015	284.28	.00	
SEWAGE TREATMENT	272	FREEDOM MAILING SERVICES INC.	27645	SEWER DEPT-PAST DUE NOTICES	10/22/2015	19.76	.00	
SEWAGE TREATMENT	272	FREEDOM MAILING SERVICES INC.	27645	SEWER DEPT- POSTAGE	10/22/2015	100.88	.00	
SEWAGE TREATMENT	272	FREEDOM MAILING SERVICES INC.	27666	SEWER DEPT-PAST DUE NOTICES	10/28/2015	16.62	.00	
SEWAGE TREATMENT	272	FREEDOM MAILING SERVICES INC.	27666	SEWER DEPT- POSTAGE	10/28/2015	84.87	.00	
SEWAGE TREATMENT	272	FREEDOM MAILING SERVICES INC.	27681	SEWER DEPT-BILLING	10/29/2015	117.72	.00	
SEWAGE TREATMENT	272	FREEDOM MAILING SERVICES INC.	27681	SEWER DEPT- POSTAGE	10/29/2015	387.91	.00	
SEWAGE TREATMENT	387	IML RISK MANAGEMENT	10 2015 #0152	2016 INSURANCE	10/26/2015	14,911.00	.00	
SEWAGE TREATMENT	387	IML RISK MANAGEMENT	10 2015 #0152	2016 INSURANCE	10/26/2015	12,651.00	.00	
SEWAGE TREATMENT	387	IML RISK MANAGEMENT	10 2015 #0152	2016 INSURANCE	10/26/2015	6,507.00	.00	
SEWAGE TREATMENT	478	LOESCHER HEATING AND COOLING	123015	NEW FAN MOTOR EXHAUST FAN BIO	10/22/2015	449.46	.00	
SEWAGE TREATMENT	630	QUINCY COMPRESSOR	641730	INSTALL NEW AIR COMP BELT FILTE	10/29/2015	500.12	.00	
SEWAGE TREATMENT	766	THE TARP DEPOT INC	34606	120 POLY LINERS FOR SLUDGE BOX	10/22/2015	1,620.00	.00	
SEWAGE TREATMENT	766	THE TARP DEPOT INC	34606	FREIGHT	10/22/2015	140.00	.00	
SEWAGE TREATMENT	835	HARDEN'S AUTO & TRUCK REPAIR	23759	REP RIGHT REAR BRAKE '94 INTL	10/26/2015	137.00	.00	
SEWAGE TREATMENT	836	WELLS FARGO	11 2015 #6507	AMAZON - IPHONE CASE	11/03/2015	46.98	.00	
SEWAGE TREATMENT	1277	FISCH MOTORS INC	10166	TRUCK TEST '94 INTERNATIONAL	10/30/2015	38.00	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total SEWAGE TREATMENT:								
FIRE	4	ACE HARDWARE	396481	STATION SUPPLIES	10/07/2015	21.56	.00	
FIRE	4	ACE HARDWARE	396665	STATION SUPPLIES	10/08/2015	26.99	.00	
FIRE	4	ACE HARDWARE	397273	STATION SUPPLIES	10/13/2015	2.10	.00	
FIRE	4	ACE HARDWARE	397968	TARPS FIRE OVERHAUL	10/18/2015	35.09	.00	
FIRE	4	ACE HARDWARE	398029	STATION SUPPLIES	10/19/2015	4.04	.00	
FIRE	4	ACE HARDWARE	398283	GAS FAN REPAIRS	10/20/2015	36.10	.00	
FIRE	4	ACE HARDWARE	398586	GAS FAN REPAIRS	10/22/2015	22.60	.00	
FIRE	24	ALL-SAFE OF DIXON	24875	REGISTER CHARGE #24875	10/15/2015	11.52	.00	
FIRE	24	ALL-SAFE OF DIXON	25114	REGISTER CHARGE #25114	10/27/2015	10.32	.00	
FIRE	46	ARNOULD, ADAM	10 2015 1	REIMB MILEAGE @ TACTICS/STRATE	10/16/2015	161.00	.00	
FIRE	76	BLACKHAWK FIREFIGHTERS ASSOC	804	MEM SERVICE HONOREE FEE	09/13/2015	100.00	.00	
FIRE	92	BROOKS, ANDY	11 2015	REIM TRAVEL @ TANK CARE SAFETY	11/07/2015	195.00	.00	
FIRE	102	BUSKOHIL, RYAN	10 2015 2	MILEAGE @ FO 2 CLASS @ WHEATO	10/30/2015	128.80	.00	
FIRE	122	CENTURYLINK	10 2015 #4498	FIRE PORTION PSB #304074498	10/19/2015	280.00	.00	
FIRE	148	COMCAST CABLE	10 2015 #0020	FIRE #877103010060020	10/26/2015	237.85	.00	
FIRE	207	DIXON OTTAWA COMMUNICATION IN	236437	ANTENNAS FOR RADIOS	11/05/2015	57.04	.00	
FIRE	227	DOWNTOWN SPORTS	3829	UNIFORM EMBROIDERY	10/30/2015	719.15	.00	
FIRE	241	EMERGENCY MEDICAL PRODUCTS I	1777912	AMBULANCE SUPPLIES	10/27/2015	392.50	.00	
FIRE	325	HENRY, JACOB	11 2015	MILEAGE @ TANK CAR SAFETY @ PU	11/07/2015	195.00	.00	
FIRE	339	HUFFMAN CAR WASH	132990	VEHICLE WASH	10/06/2015	11.50	.00	
FIRE	384	IL FIRE STORE	35405	REPLACEMENT HOSE	10/19/2015	1,476.42	.00	
FIRE	384	IL FIRE STORE	35419	STRUCTURAL FIRE FIGHTING HELME	10/19/2015	619.50	.00	
FIRE	444	KSB HOSPITAL	22871	ACLS RENEWAL	10/21/2015	150.00	.00	
FIRE	444	KSB HOSPITAL	22893	ACLS RENEWAL	10/28/2015	300.00	.00	
FIRE	474	LINEN EXPRESS	734337	LAUNDRY	10/30/2015	56.95	.00	
FIRE	504	MEDICAL PRODUCTS GROUP INC	290883	OXYGEN	11/01/2015	8.75	.00	
FIRE	504	MEDICAL PRODUCTS GROUP INC	290976	OXYGEN	11/01/2015	26.25	.00	
FIRE	504	MEDICAL PRODUCTS GROUP INC	291424	OXYGEN	11/01/2015	26.25	.00	
FIRE	504	MEDICAL PRODUCTS GROUP INC	291544	OXYGEN	11/01/2015	33.50	.00	
FIRE	504	MEDICAL PRODUCTS GROUP INC	64578	OXYGEN	11/01/2015	33.50	.00	
FIRE	534	MES-MUNICIPAL EMERGENCY	00681754_SNV	ANNUAL OSHA REQUIRED FLOW TES	10/27/2015	1,781.00	.00	
FIRE	693	SHOPKO STORES OPERATING CO.	852	STATION SUPPLIES	10/08/2015	11.31	.00	
FIRE	693	SHOPKO STORES OPERATING CO.	9894	AMBULANCE SUPPLIES	10/01/2015	169.98	.00	
FIRE	801	UNIFORM DEN INC	87395-01	FALL DEPT UNIFORM ORDER	10/27/2015	529.16	.00	
FIRE	836	WELLS FARGO	11 2015 #6598	LODGING 5 MEMBERS/MEALS CHIEF	11/03/2015	1,757.75	.00	
FIRE	836	WELLS FARGO	11 2015 #6598	FUNDRAISER BIRTHDAY PARTY	11/03/2015	33.35	.00	
FIRE	836	WELLS FARGO	11 2015 #6598	DEPT TRADING CARDS - PUBLIC EDU	11/03/2015	391.60	.00	
FIRE	836	WELLS FARGO	11 2015 #6598	PARAMEDIC RENEWALS FOR 3 MEM	11/03/2015	125.25	.00	

Report dates: 11/9/2015-11/16/2015

Nov 12, 2015 09:09AM

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
FIRE	1072	PHYSICIANS IMMEDIATE CARE	1306605	TB SKIN TEST EMT-P CLASS	09/04/2015	20.00	.00	
FIRE	1184	BOUCHER, DAVID	11 2015 1	MILEAGE @ TACTICS/STRATEGIES @	11/13/2015	235.00	.00	
Total FIRE:						10,433.68	.00	
CONFISCATED PROP EX	836	WELLS FARGO	11 2015 #1944	AIRFARE 2 SAFE PASSAGE PARTICIP	11/03/2015	356.15	.00	
Total CONFISCATED PROP EXPENSES:						356.15	.00	
POLICE	122	CENTURYLINK	10 2015 #4498	PD PORTION PSB #304074498	10/18/2015	1,191.77	.00	
POLICE	159	COPPOTELLI, MATTHEW	11 2015	DRUG PURCHASE	11/08/2015	4,000.00	.00	
POLICE	207	DIXON OTTAWA COMMUNICATION IN	236289	TECH SERVICE TO REPAIR PORTABL	10/29/2015	555.90	.00	
POLICE	207	DIXON OTTAWA COMMUNICATION IN	236439	TECH SERVICE TO REPAIR RADIO IN	10/29/2015	180.00	.00	
POLICE	284	GE CAPITAL	63656288	LEASE PAYMENT FOR 7346 PRINTER	10/25/2015	101.00	.00	
POLICE	427	KEN NELSON AUTO PLAZA	315537	LOF SQUAD #80	10/21/2015	35.48	.00	
POLICE	451	LAMENDOLA, JASON	3311829971	REIMBURSE DATA PLAN	11/08/2015	30.00	.00	
POLICE	454	LANGLOSS, DAN	10 2015 1	MEALS @ NY ATTY GEN HEROIN CON	10/30/2015	83.00	.00	
POLICE	460	LEAF	6048978	LEASE DOCUMENTATION FEE A7740	10/28/2015	44.00	.00	
POLICE	533	MUNICIPAL ELECTRONICS	62949	REPAIRS TO A RADAR UNIT	11/02/2015	90.00	.00	
POLICE	629	QUILL CORPORATION	8864875	WHITE BOARD	10/21/2015	83.99	.00	
POLICE	629	QUILL CORPORATION	8882279	COPIER PAPER	10/21/2015	40.16	.00	
POLICE	629	QUILL CORPORATION	9098902	8 BOXES K-CUPS	10/28/2015	97.92	.00	
POLICE	629	QUILL CORPORATION	9098902	BLACK PENS/COPIER PAPER	10/28/2015	79.96	.00	
POLICE	640	RICHARDS, MATTHEW W	E518587948001	REIMB SALE KAW ZX-14 ON PERS AC	10/17/2015	125.00	.00	
POLICE	677	SBM STERLING BUSINESS CENTER	279103	CONTRACT #A7671-MXB402-01	10/28/2015	57.00	.00	
POLICE	677	SBM STERLING BUSINESS CENTER	279286	CONTRACT #A7672-MX4110N-01	10/28/2015	99.91	.00	
POLICE	801	UNIFORM DEN INC	87753	WINTER UNIFORM ORDER	10/28/2015	1,825.05	.00	
POLICE	836	WELLS FARGO	11 2015 #1944	2 MOS GOOGLE MAIL	11/03/2015	400.00	.00	
POLICE	836	WELLS FARGO	11 2015 #1944	MEALS FOR SAFE PASSAGE PARTICI	11/03/2015	11.47	.00	
POLICE	836	WELLS FARGO	11 2015 #1944	BAGGAGE FEE/CAR RENTAL CHIEF L	11/03/2015	153.31	.00	
POLICE	836	WELLS FARGO	11 2015 #6507	NEWEGG-5 SSD DRIVES FOR NEW C	11/03/2015	554.76	.00	
POLICE	836	WELLS FARGO	11 2015 #6507	AMAZON - 5 SSD DRIVES/SSD DRIVE	11/03/2015	691.58	.00	
POLICE	836	WELLS FARGO	11 2015 #6523	MEM RENEW IL ACP LT WHELAN	11/03/2015	95.00	.00	
POLICE	836	WELLS FARGO	11 2015 #6523	TLO FEES	11/03/2015	12.00	.00	
POLICE	836	WELLS FARGO	11 2015 #6523	POSTAGE/MO FEE FOR STAMPS.CO	11/03/2015	65.99	.00	
POLICE	836	WELLS FARGO	11 2015 #6523	LODGING MAJOR CASE TRAINING	11/03/2015	299.67	.00	
POLICE	836	WELLS FARGO	11 2015 #6523	LODGING FOR INVESTIGATORS @ H	11/03/2015	914.64	.00	
POLICE	836	WELLS FARGO	11 2015 #6523	GASOLINE CHARGES	11/03/2015	93.98	.00	
POLICE	836	WELLS FARGO	11 2015 #6523	WORKING/CONTROLLING/MANAGING	11/03/2015	440.00	.00	
POLICE	836	WELLS FARGO	11 2015 #6531	MEM RENEW IL ACP LT SIBLEY	11/03/2015	95.00	.00	
POLICE	836	WELLS FARGO	11 2015 #6531	MEALS FOR OFFICERS OUT OF TOW	11/03/2015	28.14	.00	

## CITY OF DIXON

## Payment Approval Report

Page: 10

Report dates: 11/9/2015-11/16/2015

Nov 12, 2015 09:09AM

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
POLICE	836	WELLS FARGO	11 2015 #8531	GASOLINE CHARGES	11/03/2015	59.53	.00	
POLICE	836	WELLS FARGO	11 2015 #8531	LUNCHES FOR COMMAND STAFF WH	11/03/2015	90.50	.00	
POLICE	836	WELLS FARGO	11 2015 #8531	BOOKS/PAMPHLETS ON DRUG/ALCO	11/03/2015	100.43	.00	
POLICE	876	OROS, ANDREW	11 2015	MEALS @ DEA OFFICE	11/04/2015	15.00	.00	
POLICE	926	RAGAN, JEFF	11 2015	MEALS @ DEA OFFICE	11/04/2015	15.00	.00	
POLICE	1122	COVERTRACK GROUP INC	12921	AIRTIME FOR 2 GPS TRACKERS	09/05/2015	1,200.00	.00	
Total POLICE:							14,056.14	.00
LIBRARY	4	ACE HARDWARE	399696	VACUUM BAGS	10/30/2015	6.29	.00	
LIBRARY	86	BOOKS ON FIRST	10148926	11 BOOKS PURCHASED FOR LIBRAR	11/02/2015	153.02	.00	
LIBRARY	148	COMCAST CABLE	11 2015 #3939	LIBRARY #8771103010183939	11/02/2015	100.37	.00	
LIBRARY	184	DEMCO INC	5719374	VISTAFOL LAM/BOOK TAPE/LABEL P	10/20/2015	105.08	.00	
LIBRARY	197	DISTINCTIVE GARDENS	2806	CLEAN BEDS/PULL WEEDS/CUT BAC	10/19/2015	65.00	.00	
LIBRARY	214	DIXON PUBLIC LIBRARY	00482	AUTUMN YOUTH PROGRAMS	10/26/2015	13.71	.00	
LIBRARY	214	DIXON PUBLIC LIBRARY	03829	AUTUMN YOUTH PROGRAMS	10/19/2015	13.69	.00	
LIBRARY	255	FARM & HOME PUBLISHERS LTD	F595155	FHP BOOK/LEE IL PLAT/DIRECTORY	10/22/2015	42.60	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89707262	ADULT MTLS	10/08/2015	79.21	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89707262	YOUNG ADULT	10/08/2015	492.14	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89745098	ADULT MTLS	10/12/2015	334.37	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89745098	YOUNG ADULT	10/12/2015	22.55	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89745098	CHILDREN MTLS	10/12/2015	13.54	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89771132	ADULT MTLS	10/13/2015	118.29	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89771132	YOUNG ADULT	10/13/2015	16.15	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89840283	ADULT MTLS	10/19/2015	320.04	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89840283	CHILDREN MTLS	10/19/2015	38.14	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89840284	ADULT MTLS	10/19/2015	330.07	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89840284	MISC EXPENSE	10/19/2015	59.16	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89930846	ADULT MTLS	10/25/2015	143.45	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89974749	ADULT MTLS	10/28/2015	47.40	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89974749	CHILDREN MTLS	10/28/2015	221.03	.00	
LIBRARY	389	INGRAM LIBRARY SERVICES	89974749	MISC EXPENSE	10/28/2015	14.10	.00	
LIBRARY	555	NICOR	10 2015 #2320	221 HENNEPIN #15422320000	10/19/2015	127.71	.00	
LIBRARY	575	OFFICE DEPOT	800644646001	COPY PAPER/POST-IT/PENCILS/PEN/	10/19/2015	106.85	.00	
LIBRARY	836	WELLS FARGO	11 2015 #7356	PROFESSIONAL DEV TRAINING	11/03/2015	46.28	.00	
LIBRARY	864	XEROX CORPORATION	081941607	WC 5325 PUBLIC COPIER	11/01/2015	180.99	.00	
LIBRARY	864	XEROX CORPORATION	081941608	WC 7535 OFFICE COPIER	11/01/2015	310.00	.00	
LIBRARY	912	QUALITY CLEANING SERVICE	11 2015	JANITORIAL SERVICES 10/23-11/05	11/05/2015	741.00	.00	
LIBRARY	1227	MIDWEST TAPE	93348350	ADULT LIBRARY	10/26/2015	92.98	.00	
LIBRARY	1227	MIDWEST TAPE	93368660	ADULT LIBRARY	10/30/2015	19.99	.00	
LIBRARY	1276	DETER, ANTONY	10 215	REIM MILEAGE @ ILA CONFERENCE	10/24/2015	146.25	.00	



Report dates: 11/9/2015-11/16/2015

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total LIBRARY:								
AIRPORT	4	ACE HARDWARE	397553	GALVANIZED STEEL	10/15/2015	4.49	.00	
AIRPORT	4	ACE HARDWARE	399171	SHOP SUPPLIES	10/27/2015	48.89	.00	
AIRPORT	4	ACE HARDWARE	400096	IT	11/03/2015	13.49	.00	
AIRPORT	122	CENTURYLINK	10 2015 #9106	AIRPORT #304009106	10/19/2015	79.09	.00	
AIRPORT	146	COM ED	10 2015 #2002	1650 FRANKLIN GROVE #0642012002	10/28/2015	530.26	.00	
AIRPORT	146	COM ED	11 2015 #3009	1650 FR GROVE RD #7296013009	11/03/2015	65.82	.00	
AIRPORT	387	IML RISK MANAGEMENT	10 2015 #0152	2016 INSURANCE	10/26/2015	8,170.00	.00	
AIRPORT	783	TURNROTH SIGN CO	2015782	AIRPORT SIGN	11/03/2015	357.00	.00	
AIRPORT	836	WELLS FARGO	11 2015 #6507	AMAZON - TONER FOR HP PRINTER	11/03/2015	119.99	.00	
Total AIRPORT:								
						9,389.03	.00	
MUNICIPAL BAND								
	90	BRESSLER, MARK	11 2015	DIRECTOR PAY - DECEMBER	11/09/2015	609.00	.00	
Total MUNICIPAL BAND:								
						609.00	.00	
TOURISM								
	146	COM ED	10 2015 #4060	83 S PEORIA #2321054060	10/29/2015	107.35	.00	
TOURISM	569	NRG MEDIA LLC-WIXN-AMWWSEY-FM	CC-01-115102691	60 SPOTS	10/31/2015	180.00	.00	
TOURISM	569	NRG MEDIA LLC-WIXN-AMWWSEY-FM	CC-03-115102200	60 SPOTS	10/31/2015	180.00	.00	
TOURISM	569	NRG MEDIA LLC-WIXN-AMWWSEY-FM	MC-M-11510848	12 SPOTS	10/31/2015	75.00	.00	
TOURISM	569	NRG MEDIA LLC-WIXN-AMWWSEY-FM	MC-M-11510848 1	12 SPOTS	10/31/2015	90.00	.00	
TOURISM	675	SAUK VALLEY MEDIA	101538099	CEMETERY WALK AD	10/31/2015	161.78	.00	
TOURISM	857	WLLT 107.7 FM	338-00008-0000	CEMETERY WALK 14 SPOTS	10/31/2015	125.00	.00	
TOURISM	1134	NEWCOMER, RANDALL D.	11 2015	RENT -DECEMBER	11/09/2015	850.00	.00	
Total TOURISM:								
						1,769.13	.00	
Grand Totals:								
						1,840,740.52	.00	

CITY OF DIXON

Payment Approval Report

Page: 12  
Nov 12, 2015 09:09AM

Report dates: 11/9/2015-11/16/2015

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
--------------------	--------	-------------	----------------	-------------	--------------	-------------	-------------	-----------

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

City of Dixon  
YTD Financial Statements  
As of October 31, 2015

**City of Dixon**  
**Cash and Investments**  
**As of October 31, 2015**

	Interest Rate	Maturity Date	Operating	Capital Funds	Recovery Fund	Utilities	Retirement	TIF Funds	Restricted Capital Funds	Restricted Funds
Checking Accounts	0.010%		408,790	563,118	498,160	1,295,378	218,186	260,044	(253,297)	1,563,554
Illinois Funds	0.017%		4,813,247	-	-	-	-	-	418,244	20,172
Library Fndtn Accts	0.000%		-	-	-	-	-	-	-	563,402
Pension Investments			-	-	-	-	21,028,601	-	-	-
Sauk Valley Bank CD	0.295%	10/4/2015	-	-	-	-	-	-	-	100,000
Midland CD	0.200%	11/10/2015	-	-	-	500,252	-	-	-	-
Midland CD	0.200%	11/10/2015	-	-	-	500,252	-	-	-	-
Midland CD	0.450%	1/23/2016	-	3,016,867	-	-	-	-	-	-
Midland CD	0.450%	1/23/2016	-	2,000,000	1,016,867	-	-	-	-	-
Midland CD	0.450%	1/23/2016	-	-	-	-	1,759,838	-	-	-
Midland CD	0.450%	1/23/2016	-	-	-	-	2,011,244	-	-	-
Midland CD	0.450%	2/12/2016	602,704	-	-	-	-	-	-	-
Midland CD	0.650%	1/23/2017	-	-	-	-	-	-	-	403,252
Midland CD	0.650%	1/23/2017	-	-	-	756,097	-	-	-	-
Midland CD	0.650%	1/23/2017	-	-	3,024,387	-	-	-	-	-
Midland CD	0.650%	2/13/2017	-	-	-	-	-	-	-	694,496
US Bank CD	0.150%	4/14/2017	-	-	-	118,173	-	-	-	-
Cash and Investment Total			5,824,740	5,579,985	4,539,414	3,170,152	25,017,869	260,044	164,948	3,344,876

City of Dixon  
**FY16 Unrestricted Funds (General, Debt & Ambulance)**  
As of October 31, 2015

% of Year Elapsed= 50%

	<u>FY16 Budget</u>	<u>YTD Actual</u>	<u>%</u>
<b>Beginning Fund Balance</b>		6,041,518	
Local Taxes	3,269,000	2,283,606	70%
State Taxes	4,585,000	2,831,870	62%
Fees	1,966,500	1,074,549	55%
Other Income	31,100	15,033	48%
Interfund Transfers	(783,300)	(783,300)	100%
<b>Total Revenue</b>	<u>9,068,300</u>	<u>5,421,758</u>	<u>60%</u>
Council	184,330	73,477	40%
Public Relations Expenses	120,300	65,385	54% a
Admin/ Finance	1,444,920	349,916	24%
Info Tech	164,224	59,391	36%
Building/ Zoning	245,461	105,666	43%
Street	998,861	454,868	46%
Public Property	594,294	221,367	37%
Fire	1,989,144	719,652	36%
Police	3,257,990	1,317,693	40%
Band	42,000	29,776	71% b
Tourism	95,000	34,078	36%
<b>Total Expenses</b>	<u>9,136,524</u>	<u>3,431,270</u>	<u>38%</u>
<b>Net Income</b>	<u>(68,224)</u>	<u>1,990,488</u>	
<b>Ending Fund Balance*</b>		<u><u>8,032,006</u></u>	

**\*Fund balance break down:**

Cash	5,824,741
Interfund Loans	1,095,000
Other Assets - Liabilities	1,112,265
Debt	-
<b>Fund Balance</b>	<u><u>8,032,006</u></u>

a 100% NPS has already been paid

b The band plays primarily in the summer months

City Of Dixon  
**FY16 Capital Project Fund**  
As of October 31, 2015

	<u>Allocations</u>	<u>Actual</u>	<u>Remaining Allocation</u>
<b>Beginning Fund Balance</b>		<b>6,405,190</b>	
General Fund Transfer		675,300	
Police Fund Transfer		9,207	
Asset Disposal Revenue		4,587	
		<u><b>689,094</b></u>	
<b>Infrastructure:</b>			
Non TIF Streetscape	47,871	23,681	24,190
Dutch Rd/ Bloody Gulch Bridge	-	18,460	(18,460)
Monroe/Ninth Washout	-		-
2012 Rt 26/52	-	14,200	(14,200)
Police Radio Coverage	147,600		147,600
Bonnell Extension	95,000		95,000
Safe Route to School		1,080	(1,080)
Galena Bridge Railing	200,000	4,989	195,011
Boat Docks	155,000		155,000
Cemetery Roads	10,000		10,000
Post House Alley	11,500		11,500
Court House Retaining Wall	-	3,314	(3,314)
<b>Building:</b>			
Rt 38 Street Building siding	67,393	44,088	23,305
City Hall interior update	86,275	12,115	74,160
HVAC Repairs	47,000		47,000
HVAC Repairs	35,000		35,000
<b>Equipment:</b>			
Dump Truck	135,000	130,109	4,891
Street Striper	75,000	74,909	91
Dump Truck	56,000	29,660	26,340
Phone System Replacement	85,000		85,000
<b>Vehicles:</b>			
Pick Up	35,000	29,571	5,429
3 Police Squad cars	80,000	86,824	(6,824)
<b>Small Tools &amp; Equip:</b>			
Sonar	2,800		2,800
HVAC computer	1,500	-	1,500
Network Upgrade	8,000	-	8,000
Street Lamp LED retrofit	15,000	14,796	204
Stop Signs	3,500	3,290	210

City Of Dixon  
**FY16 Capital Project Fund**  
As of October 31, 2015

	<b>Allocations</b>	<b>Actual</b>	<b>Remaining Allocation</b>
Crosswalk Light Upgrades	5,500		5,500
Petunia Hardware	9,000	9,588	(588)
Flags and Hardware	10,000		10,000
Cemetery Mapping	20,000		20,000
Petunia Gator	17,000	13,625	3,375
Riverfront Gator	12,000		12,000
	<b>1,472,939</b>	<b>514,298</b>	
<b>Total Ending Fund Balance*</b>		<b>6,579,985</b>	

**\* Fund balance break down:**

Cash	5,579,984
Interfund Loans	1,000,000
Other Assets - Liabilities	-
<b>Ending Fund Balance</b>	<b>6,579,984</b>

City Of Dixon  
**FY16 Recovery Fund**  
As of October 31, 2015

	<b>Allocation</b>	<b>Actual</b>	<b>Remaining Allocation</b>
RAC Asset Sales		9,445,519	
Civil Lawsuit (net Attny Fee)		29,695,393	
Interest Income		32,928	
Debt Repayment		(12,572,318)	
Interfund Loan Repayment		(8,678,083)	
Operating Reserve		(5,000,000)	
Capital Reserve		(3,000,000)	
Sister Cities Contribution		(15,000)	
River Street Sewer Trunk	1,000,000	(1,017,861)	(17,861)
River Street Resurface	3,400,000	(1,026,293)	2,373,707
7th and Monroe Repair	750,000	(190,453)	559,547
Library Roof & HVAC repairs	1,200,000	(1,133,520)	66,480
			<u>2,981,872</u>
<b>Ending Fund Balance*</b>		<u><u><b>6,540,312</b></u></u>	

**\* Fund balance break down:**

Cash	4,539,414
Interfund Loans	2,000,000
Other Assets - Liabilities	898
<b>Ending Fund Balance</b>	<u><u><b>6,540,312</b></u></u>



City of Dixon  
**FY16 Utilities (Water and Wastewater Funds)**  
As of October 31, 2015

% of Year Elapsed= **50%**

	FY16 Budget	YTD Actual	%
<b>Beginning Fund Balance</b>		15,688,732	
Fees	5,215,750	2,138,038	41%
Other Income	36,950	15,846	43%
Interfund Transfers	-	-	
<b>Total Revenue</b>	5,252,700	2,153,884	41%
Salaries	1,133,081	477,129	42%
Benefits	258,611	89,031	34%
Contractual Services	594,500	182,406	31%
Supplies	411,500	156,268	38%
Conference/Meeting	9,000	41	0%
Utilities	349,000	138,681	40%
Debt Service	367,505	178,900	49%
Other	25,000	120	0%
Depreciation	-	-	
<b>Total Expenses</b>	3,148,197	1,222,576	39%
<b>Net Income</b>	2,104,503	931,308	44%
<b>Fund Balance*</b>		<u>16,620,040</u>	

**\* Fund balance break down:**

Cash	3,170,153
Interfund Loans	-
Other Assets - Liabilities	1,063,719
Capital Assets	30,442,380
Debt	(18,056,213)
<b>Fund Balance</b>	<u>16,620,040</u>

City of Dixon  
**FY16 Pension Funds (IMRF, FICA, Fire and Police Pensions)**  
 As of October 31, 2015

**% of Year Elapsed= 50%**

	<u>FY16 Budget</u>	<u>YTD Actual</u>	<u>%</u>
<b>Beginning Fund Balance</b>		26,744,511	
Local Taxes	1,060,020	531,595	50%
Employee Contributions	340,000	139,777	41%
Investment Income	1,379,500	(1,278,331)	-93%
<b>Total Revenue</b>	<u>2,779,520</u>	<u>(606,959)</u>	<u>-22%</u>
Benefits	2,310,000	983,262	43%
Contractual Services	195,000	55,985	29%
Other	10,000	-	0%
<b>Total Expenses</b>	<u>2,515,000</u>	<u>1,039,247</u>	<u>41%</u>
<b>Net Income</b>	<u>264,520</u>	<u>(1,646,207)</u>	<u>-622%</u>
<b>Ending Fund Balance*</b>		<u><u>25,098,305</u></u>	

**\* Fund balance break down:**

Cash	25,017,870
Other Assets - Liabilities	<u>80,434</u>
<b>Fund Balance</b>	<u><u>25,098,305</u></u>

City of Dixon  
**FY16 TIF Funds**  
As of October 31, 2015

	<u>FY16 Budget</u>	<u>YTD Actual</u>
<b>Beginning Fund Balance</b>		(3,584,902)
<b>Revenue:</b>		
Local Taxes	470,000	281,948
Interest Income	-	69
	<u>470,000</u>	<u>282,018</u>
<b>Expenses:</b>		
Downtown Street-scape	-	224,550
Other	125,000	-
<b>Total Expenses</b>	<u>125,000</u>	<u>224,550</u>
<b>Net Income</b>	<u>345,000</u>	<u>57,468</u>
<b>Ending Fund Balance*</b>		<u><u>(3,527,434)</u></u>

**\* Fund balance break down:**

Cash	260,044
Interfund Loans	(4,095,000)
Other Assets - Liabilities	307,522
<b>Fund Balance</b>	<u><u>(3,527,434)</u></u>

City of Dixon  
**FY16 Restricted Capital Funds**  
As of October 31, 2015

	<u>FY16 Budget</u>	<u>YTD Actual</u>
<b>Beginning Fund Balance</b>		284,940
State Taxes	1,315,000	484,712
Other Income	45	21
Utility Transfers	(674,000)	-
<b>Total Revenue</b>	<u>641,045</u>	<u>484,733</u>
2015 Street Resurfacing	465,045	604,726
Bonnell Extension	176,000	-
<b>Total Expenses</b>	<u>641,045</u>	<u>604,726</u>
<b>Net Income</b>	<u>-</u>	<u>(119,992)</u>
<b>Ending Fund Balance*</b>		<u><u>164,948</u></u>

**\* Fund balance break down:**

Cash	164,948
Other Assets - Liabilities	-
<b>Fund Balance</b>	<u><u>164,948</u></u>

City of Dixon  
**FY16 Restricted Funds (Airport, Library, Working Cash, Police Fines  
 Medical Self Ins., Oakwood Endowment, Foreign Fire Ins., Trusts)**  
 As of October 31, 2015

% of Year Elapsed= 50%

	<u>FY16 Budget</u>	<u>YTD Actual</u>	<u>%</u>
<b>Beginning Fund Balance</b>		2,891,846	
Local Taxes	460,000	393,264	85%
State Taxes	74,666	20,172	27%
Fees	1,414,000	613,836	43%
Other Income	77,025	19,787	26%
Interfund Transfers	108,000	98,793	91%
<b>Total Revenue</b>	<u>2,133,691</u>	<u>1,145,852</u>	<u>54%</u>
Salaries	360,461	150,416	42%
Benefits	328,737	160,714	49%
Contractual Services	1,204,175	407,913	34%
Supplies	146,200	44,447	30%
Conference/Meeting	8,966	996	11%
Utilities	10,000	2,734	27%
Other	36,427	6,985	19%
Capital Outlay	-	-	
<b>Total Expenses</b>	<u>2,094,966</u>	<u>774,206</u>	<u>37%</u>
<b>Net Income</b>	<u>38,725</u>	<u>371,645</u>	
<b>Fund Balance*</b>		<u><u>3,263,491</u></u>	

**\* Fund balance break down:**

Cash	3,344,875
Interfund Loans	-
Other Assets - Liabilities	(81,385)
Debt	-
<b>Fund Balance</b>	<u><u>3,263,491</u></u>

**MEETING MINUTES OF THE DIXON PUBLIC LIBRARY BOARD OF TRUSTEES****Tuesday October 13, 2015**

**Present:** Director Antony Deter, Carol Linkowski, Terry Dunphy, Roberta Vanderlin, Steve Hill, Tracey Lawton, and David Badger

**Absent:** Glen Hughes, Carol Chandler

**Meeting Location:** Teaching and Development Room on the lower level of the Dixon Public Library

President Carol Linkowski called the meeting to order at 5:35 p.m.

**Citizens Present:** There were no citizens present.

**Citizens' Comments:** There were no citizens' written or emailed comments.

**Trustees' Comments:** There were no Trustees' comments.

**Approval of Minutes:** Terry Dunphy made a motion to approve the September 28, 2015 Meeting Minutes of the Dixon Public Library Board of Trustees as presented, Steve Hill seconded the motion, and the motion was approved.

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

**Director's Report:** In addition to his written report, Director Antony Deter informed the Board that Willett, Hofmann & Associates, Inc. had delivered to him a Construction Observation Report prepared after Willett, Hofmann and Elara Energy did their inspection of the work completed by GRP Mechanical Co., Inc. (GRP). Antony gave a copy of the report to David Badger and he will get another copy to Glen Hughes, as they comprise the Ad Hoc Capital Projects Committee. Antony says that the new heating system is working fine, however he has shared some other mechanical issues with GRP. Antony also shared with the Board that the Dixon Public Library's Board of Trustees Meeting Agendas and Meeting Minutes currently are posted on the City of Dixon's website, but they will be posted on the Library's new website once it is operational. He informed the Board that the transition from the LIS server at Sterling to the cloud server provided by TLC did occur on October 12, 2015.

**Treasurer's Report:** Terry Dunphy summarized the current Treasurer's Report for the Board. The beginning balance in the Checking Account as of August 31, 2015 was \$192,049.92, and the ending balance as of September 30 2015 was \$276,412.93. The total for Trust Funds in CDs was \$276,412.93, therefore the Trust Funds Total including the Midland States Bank Checking Account as of September 30, 2015 was \$563,985.15. David Badger made a motion to approve the October 13, 2015 Treasurer's Report and Trust Fund Memorials, Donations, Special Funds Report as presented, Steve Hill seconded the motion, and the motion was approved. Terry informed the Board that we received a particularly large check from Diane Kullerstrand (\$3,365.00) for online book sales; it will appear on October's Treasurer's Report. After the Board reviewed the Invoices & Expenditures Report, Roberta Vanderlin made a motion to approve the September 2015 Invoices & Expenditures Report as presented. Tracey Lawton seconded the motion, and the motion was approved.

**Committee Reports:**

- **Finance and Budget:** No report.
- **Building and Grounds:** No report.
- **Personnel and Salaries:** No report.
- **By-laws, Policies, and Procedures:** No report.

- **Technology & Technology Resources:** No report.
- **Ad Hoc Capital Projects Committee:** No report. The Ad Hoc Committee will report after they have reviewed the Construction Observation Report from Willett, Hofmann & Associates, Inc.

#### **Unfinished Business – Action Items:**

- **Approval of Minutes From Closed Session June 8, 2015:** The Board did not have a copy of those minutes at this meeting; the minutes will be copied and distributed at the October meeting for review and approval.
- **Respond to Director's Staffing Changes Suggestions:** The Director was asked about the projected budget for next year, however he said that it is too soon for Paula Meyer to be able to say with any certainty what the Library's budget might be for next year. He was asked if these staffing changes are needed regardless of our current personnel and their skills. He responded that he would like to make the Youth Program Coordinator position full time and he would like to increase a part time staff member's hours from 14 per week to 22 per week regardless of the personnel currently on staff. The Director said that the request to hire two pages to help out the Youth Department is due to the Youth Department Director's desire to improve the programs offered on Saturdays. He also said that his wish to redesignate one member of his staff to the position of assistant director/library services supervisor is due, in part, to the fact that someone on staff should be able to act in his place if he is ill, at a conference or otherwise out of town. He also stated that the staff member that he has in mind for this redesignated position already performs some duties that he considers supervisory. The Board suggested that the title of Library Services Supervisor would be more appropriate than Assistant Director. After some further discussion, David Badger made a motion to instruct Director Antony Deter to redesignate one member of staff as Library Services Supervisor, increasing the staff member's hours from 35 to 37 hours per week, as the Director described in his Staffing Changes memo Item 1.b. Roberta Vanderlin seconded the motion, and the motion was approved. Then David Badger made a motion to authorize Director Antony Deter to hire two pages for 26 weeks to help out the Youth Department at hours and wages recommended by the Director with a not to exceed figure of \$1,000, as the Director described in his Staffing Changes memo Item 3. Tracey Lawton seconded the motion, and the motion was approved. David stated for the record that he supports Items 2 and 4 in the Staffing Changes memo, however he is interested in knowing budget projections for the upcoming fiscal year before he would support making those changes to Library staff. If Paula Meyer projects the same or approximately the same support from the City of Dixon as last year, then the Board would reconsider those other staffing changes recommended by the Director. The Board directed Director Deter to attempt to find out if next year's revenue is likely to be consistent with this year's revenue.

#### **New Business:**

- **Review Materials Selection/Collection Development Policy:** The Board reviewed the Library's current Materials Selection Policy and the changes suggested by Director Deter due to amendments made to *Freedom to Read*. The Board suggested changing the name of the policy to the Collection Development Policy. Also suggested was re-wording of paragraph C such that discarding of books and other library materials also be subject to Board recommendation. The Board requested that the Director bring a copy of the Library Bill of Rights and the Library's Challenge Policy to the next meeting for review. The Board will consider the revised Policy at the next meeting. Director Deter also suggested some revisions to the Library's By-laws, and the Board agreed that they will review the By-laws at the next meeting.

#### **Other Business:** There was none.

Steve Hill made a motion to adjourn the October 13, 2015 Meeting of the Dixon Public Library Board of Directors, Roberta Vanderlin seconded the motion, the motion was approved and the meeting was adjourned at 6:43 p.m.

Respectfully submitted,

Roberta Vanderlin, Secretary



**DIXON PUBLIC LIBRARY - BOARD of TRUSTEES**  
**Treasurer's Report for November 9, 2015 Meeting**

Beginning Balance in Checking Acct	September 30, 2015	276,412.93
------------------------------------	--------------------	------------

**Expenditures:** Oct 13, 2015 unless otherwise noted

Deduct from memorial fund	Check payable to	Amount
---------------------------	------------------	--------

various funds below	Dixon Public Library	see below
---------------------	----------------------	-----------

Invoices already paid from regular budget line item * <u>Trust Expenses # 15-410-5437</u>		
DPL Trust Funds will reimburse * <u>Contribution Income # 15-001-4930</u>		
<b>Books &amp; Materials:</b>	Ingram invoices:	4.54
Ed Pierce Memorial	1 bk 4.54	
TOTAL * DPL Trust Funds will reimburse * <u>Contribution Income # 15-001-4930</u>		<b>4.54</b>

**Books & Materials:**

Large Print Fund	Gale-CENGAGE Learning	268.33
total of 12 large print books		

**Books & Materials:**

check dated 10-28-15

from John Schryver Memorial	Books on First	437.25
25 books to add to Library History Collection		
total of 12 large print books		

<b>Total Expenditures</b>	*	<b>710.12</b>
---------------------------	---	---------------

**Deposits:**

October 7, 2015	3,365.82
October 30, 2015	89.00
TOTAL	* 3,454.82

Apply to Fund:	Source:	Amount
----------------	---------	--------

**Books & Materials:**

Kullerstrand (online book sales)	Kullerstrand, Diane	3,365.82
Sep sales * 3365.82		
Oct sales * 00.00 (check not received yet)		

**Special Funds:**

Friends of the Library	cash collected from used book sales	89.00
Oct sales - cash of 80.00 / * check of 9.00		
* check received (initial pymt by patron debit card)		

<b>Total Deposits</b>	*	<b>3,454.82</b>
-----------------------	---	-----------------

**Interest pd to checking account:**

Sep 30, 2015	6.61
Oct 31, 2015 (statement not received yet)	-
TOTAL interest	* 6.61

Ending Balance in Checking Acct	October 31, 2015	279,164.24
---------------------------------	------------------	------------

<b>TRUST FUNDS * 10-31-15</b> <b>CD INFO / checking account balance</b>					
<b>MATURITY DATE</b>	<b>CURRENT RATE</b>	<b>BANK CONTACT #</b>	<b>OPENING DATE</b>	<b>OPENING BALANCE</b>	<b>CURRENT BALANCE</b>
5/25/2016	1.045%	Sterling Federal Bank 288-3327	6/25/2013	22,450.02	22,809.45
4/19/2017	1.49%	First National Bank in Amboy 288-0700	4/19/2012	52,069.30	52,069.30
3/4/2019	1.605%	Sauk Valley Bank 632-4490	3/4/2014	105,647.72	105,647.72
6/23/2019	1.585%	Community State Bank 284-8500	6/23/2014	104,942.41	107,045.75
		TOTAL BALANCE OF CD'S			287,572.22
NA	APY 0.03%	Midland States Bank 285-5155 checking account	NA	NA	279,164.24
<b>Dixon Public Library TRUST FUND</b>					<b>566,736.46</b>

**Dixon Sister Cities Association  
Board Meeting  
October 20, 2015**

**Call to Order:** President Ray Schmidt called the meeting to order at 5:50 PM.

**Board Members Present:** Judy Arnould, Laura Brown, Jim Brown, Ellen Mumford, Meg Schmidt, Ray Schmidt, Peggy Ulferts, Geoff Vanderlin and Cathy Seagren. Sue Coers and Elise Ulferts-Hume were excused.

**Association Members Present:** David Nelson

**Agenda:** A motion to approve the agenda was made and motion carried.

**Minutes:** After individual review, corrections were noted to change the spelling of Mukila Maitha's name and that the student indicated is from Uganda not Kenya. The minutes were approved as corrected.

**Treasurer's Report:** Treasurer, Jim Brown, indicated that he had just received the bank statement and had no other records to date. The balance at 9/1/2015 was \$16,958.46 and ended at \$17,360.50 9/30/2015. A donation of \$400 was received and interest of .04. A full report will be made in November.

It was also noted that the audit of the previous years' books has not been completed as yet.

**Bills:** Cathy Seagren presented a bill for \$215.00 for the Secretary of State for the annual fee for a Charitable Organization and a related fine for late filing; and Ray Schmidt presented the bill for dinner for the guests from the past Saturday totaling \$91.42. Both were approved to be paid.

**COMMITTEES:**

**Membership:** No change. President Ray Schmidt indicated that he would like to have a membership drive that would bring new active members into the group.

**Public Relations & Website:** Elise indicated to Cathy that she will be posting pictures to the website and that she has last month's minutes already there.

**German committee:** Ellen Mumford had nothing to report.

**Irish Committee:** No changes or news. Cathy will get Nora's email address to Meg so she can communicate with her.

**Kenya Committee:** Geoff Vanderlin and Ray Schmidt reported on the visit Saturday by Mukila Maitha, Rich Johnson and Fullbright scholar, Byamugisha Jimrex. They had a very good visit to several farms in the area and all involved felt it was a worthwhile day. We had dinner with the guests at Palmyra Place which several other members attended as well as board members.

Abe Tumati's father, who was instrumental in our Thika connection has passed away. He indicated that we should plan a trip to Kenya and it would probably occur during 2017.

**Russia Committee:** No changes or news.

**Fund Raising:** Ellen Mumford reported that the booth at the Scarecrow/Oktoberfest event in Dixon was canceled. As it appears to have had small attendance it was best we had cancelled.

There was some discussion about having Oktoberfest again as a group.

No other fundraising is planned at this time. All board members are to think about new ideas.

**Old Business:**

Highway signs were discussed again. It was noted that attempts have been made by Ellen Mumford to contact Mr Morley regarding the price of signs.

Plaques for the flagpoles on the riverfront also were discussed and Ellen is working on this.

Our 501c(3) status may help us attract donations and members.

**New Business:** Cathy Seagren reported that Carol Jones is willing to be chairperson over "The Christmas Family" again. She will contact Goodfellows for the name of one or two families in need this year. A letter will be sent out to the membership asking for donations as in previous years. Shopping will be done by several members and delivered to the assigned families the week before Christmas. It was noted that in the letter to members it should remind people of our new tax status which will make the donations tax deductible. Due to this, donations will need to be given in the Dixon Sister Cities Association, rather than directly to Carol .

Member David Nelson has items in his garage that need to be placed in our room at City Hall. It was also noted that a day of organization needs to be done very soon. Ellen will purchase file folders to help with this and it was agreed that all would help.

**Adjournment:** Motions to adjourn were made and approved and the meeting ended at 6:56 pm.

The next meeting, will be held at the Dixon Police Station Community Room on November 17, 2015 at 5:45 P.M.

Respectfully submitted,  
Cathy Seagren  
Secretary

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AMENDING 2015-2016 BUDGET  
(Interim City Manager Severance Pay)**

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, the City Council may amend the annual budget of the City of Dixon by a vote of two-thirds of the corporate authorities then holding office; and

WHEREAS, the City Council has reviewed the needs of the City of Dixon and deems it advisable and in the best interests of the City of Dixon to amend the budget for fiscal year 2015-2016 by amending line items within the budget to accommodate the severance package for the outgoing Interim City Manager; and

WHEREAS, no additional funds are necessary to effectuate the purposes of the foregoing budget amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dixon that the Finance Director of the City is hereby authorized and directed to amend the budget for fiscal year 2015-2016 by decreasing the line item for "Capital Transfer" within the General Fund budget by \$55,000, increasing the line item for "Full Time Salary" within the Administration Department budget by \$55,000, decreasing the line item for "General Fund Transfer" within the Capital Fund budget by \$55,000 and decreasing the line item for "Infrastructure Expense" within the Capital Fund budget by \$55,000.

BE IT FURTHER RESOLVED that the City Council finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by reference.

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

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

This Resolution read and approved this 16th day of November, 2015.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement is made and entered into on \_\_\_\_\_, 2015, by and between DAVID NORD, an individual, hereinafter referred to as "Employee," and the CITY OF DIXON, an Illinois municipal corporation, hereinafter referred to as the "City."

## RECITALS

WHEREAS, pursuant to the provisions of a written agreement (the "Employment Agreement") dated November 13, 2013, Employee was originally employed by City in the position of City Administrator; and

WHEREAS, pursuant to the provisions of a written agreement (the "Amendment to Employment Agreement") dated May 18, 2015, Employee is currently employed by City in the position of City Manager; and

WHEREAS, under the provisions of the Amendment to Employment Agreement, Employee's employment is to continue until and including November 30, 2015; and

WHEREAS, City has entered into an agreement with a third person to assume the position of City Manager for City beginning on January 2, 2016; and

WHEREAS, Employee has expressed an interest in continuing to serve as City Manager for City during the period from December 1, 2015 until and including December 31, 2015; and

WHEREAS, Employee and City desire that Employee continue to serve as City Manager for City from December 1, 2015 until and including December 31, 2015.

NOW, THEREFORE, for and in consideration of the covenants and conditions stated herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Recitals set forth above are hereby incorporated herein.
2. Employee shall continue to serve as City Manager for City during the period from December 1, 2015 until and including December 31, 2015, at which time his employment with City shall terminate.
3. For acting as City Manager for City during the month of December, 2015, Employee shall receive from City a one-month salary of \$9,062.17.
4. No vacation time shall be earned by or accrue to Employee during the month of December, 2015.
5. Except as expressly modified herein, the Employment Agreement and the Amendment to Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Employment Agreement to be signed or executed personally or on its behalf by its duly authorized representative.

DAVID NORD

CITY OF DIXON, ILLINOIS

\_\_\_\_\_

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

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

#13-E

**RESOLUTION AUTHORIZING APPLICATION TO UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS ASSESSMENT  
GRANT PROGRAM (FY 2016)**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Dixon is interested in applying to the United States Environmental Protection Agency (USEPA) for a grant to fund Brownfields Assessment, and

**WHEREAS**, USEPA's Brownfields Program empowers communities to work together to assess, safely clean up and sustainably reuse brownfields; and

**WHEREAS**, the USEPA Brownfields Program helps communities realize additional benefits, including stimulating private investment; creating new jobs; and contributing to increased property values; and

**WHEREAS**, a USEPA Brownfields Assessment Grant would provide the City of Dixon with funding to inventory, characterize, assess, and conduct planning and community involvement related to brownfields sites; and

**WHEREAS**, it is necessary for the City of Dixon to complete and file a written application and then enter into a written agreement(s) with the USEPA.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DIXON, ILLINOIS** as follows:

**Section 1.** The foregoing Recitals are not mere preparatory language, but are hereby incorporated in this Section 1 as if said Recitals were fully set forth.

**Section 2.** The City of Dixon is hereby authorized to apply for a Four Hundred Thousand Dollar (\$400,000) USEPA Brownfields Assessment Grant for the purposes as outlined above and under the terms and conditions as required by the United States Environmental Protection Agency and the State of Illinois and hereby agrees to the understandings and assurances contained in said application. This grant requires no local matching funds.

**Section 3.** The Mayor is authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

**Section 4.** The City Council authorizes the Mayor to sign and execute any and all documents necessary for the completion of said application, acceptance of such grant, and execution of grant agreements to fulfill the intent of this Resolution.

**Section 5.** The provisions of this Resolution are severable and if any court of competent jurisdiction shall declare any portion of this Resolution to be invalid or unenforceable, said decision shall not affect any portion of this Resolution, other than the part declared invalid or unenforceable. This City Council



hereby declares that it would have enacted this Resolution even with the invalid or unenforceable portion deleted.

**Section 6.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

**Section 7.** That any resolution or motion in conflict with this Resolution is hereby repealed insofar as it conflicts with this Resolution.

**RESOLVED BY THE CITY COUNCIL OF THE CITY OF DIXON, ILLINOIS,**  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

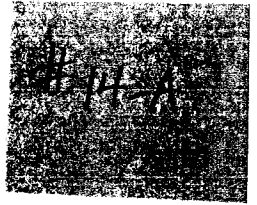
\_\_\_\_\_  
, City Clerk

**APPROVED** by the Mayor of the City of Dixon, Illinois, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
, Mayor

CITY OF DIXON

---



ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE  
LEASE OF CERTAIN REAL PROPERTY TO MICHAEL GILROY**

---

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF DIXON

THIS \_\_\_\_\_ DAY OF NOVEMBER, 2015

---

Published in pamphlet form by authority of the Council of the City of Dixon, this \_\_\_\_\_ day  
of November, 2015.

---

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE  
LEASE OF CERTAIN REAL PROPERTY TO MICHAEL GILROY**

WHEREAS, the City Council for the City of Dixon, Lee County, Illinois deems it advisable, necessary and in the public interest that the City of Dixon (the "City") lease the real property commonly described as a portion of the former railroad right of way located immediately South of, and adjacent to, 912 S. Lincoln Avenue, Illinois (the "Property"), as set forth in the lease attached hereto and incorporated herein as Exhibit A (the "Lease"), to Michael Gilroy, pursuant to the terms provided therein; and

WHEREAS, pursuant to the provisions of Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/1-1 et seq. (the "Code"), the City may make leases of real estate for a term not in excess of twenty (20) years; and

WHEREAS, the City deems the lease of the Property to Michael Gilroy, which said Property shall be used in connection with the installation and use of a non-permanent storage shed, is in the best interests of the City; and

WHEREAS, pursuant to the provisions of the Code, it is necessary that the City Council of the City of Dixon adopt, by the vote of at least three-fourths of the corporate authorities, an ordinance authorizing the execution of the Lease.

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

SECTION 1: The recitals set forth in the preambles to this Ordinance are true and correct and are incorporated herein as if fully set forth in this Section 1.

SECTION 2: The Lease, which shall be in substantially the form attached as Exhibit A and made a part hereof, is hereby approved.

SECTION 3: From and after the effective date of this Ordinance, the Mayor and the City Clerk are hereby authorized and directed to execute said Lease and to do all things necessary and essential, including the execution of any documents and certificates, to carry out the provisions of the Lease.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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

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

SECTION 7: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Passed by the Mayor and City Council of the City of Dixon on this \_\_\_\_ day of November, 2015.

---

MAYOR

ATTEST:

---

CITY CLERK

Exhibit A

(attach Lease)

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF DIXON, ILLINOIS, an Illinois municipal corporation, as "Lessor," and MICHAEL GILROY of 912 S. Lincoln Avenue, Dixon, Illinois, as "Lessee."

Lessor does hereby lease to Lessee the real property described on **Exhibit A** attached hereto ("Demised Premises"). The Demised Premises shall be occupied solely by Lessee, for and during a period of twenty (20) years commencing on the 1<sup>st</sup> day of December, 2015 and ending on the 30<sup>th</sup> day of November, 2035, upon the terms and conditions set forth herein, and Lessee hereby accepts this Lease upon said terms and conditions, as follows:

1. The sole and exclusive use of the Demised Premises by Lessee shall be to install and use a non-permanent storage shed which shall at all times conform to the following requirements:
  - (a) The shed shall not exceed 14 feet in width and 16 feet in length;
  - (b) The shed shall not be permanently affixed to the Demised Premises and no concrete footings shall be installed to support the shed;
  - (c) The shed shall be constructed in such manner that it may be moved if the need arises; and
  - (d) The shed shall conform to all City building and zoning codes.
2. Lessor may terminate this Lease at any time provided that it gives sixty (60) days prior written notice to Lessee of Lessor's decision to terminate. During said sixty (60) day period, Lessee shall, at his sole expense, remove from the Demised Premises the shed and all personal property situated therein.
3. Lessee shall pay to Lessor as rent for the Demised Premises the sum of TWENTY DOLLARS (\$20.00), payable in annual installments of \$1.00 on the first day of each December during the term.
4. Lessee agrees that at all times during its occupancy of the Demised Premises, it shall maintain and keep the Demised Premises in as good condition as they are upon execution of this Lease. Lessee further agrees to surrender possession of the Demised Premises to Lessor in as good condition as they are upon execution of this Lease immediately following the termination of this Lease, for any reason.
5. There shall be no alterations to the Demised Premises without the prior written consent of Lessor, which may be given or withheld in Lessor's sole and absolute discretion.
6. Lessee shall allow Lessor access to the Demised Premises at any and all times for the purpose of examining the same.

7. The neglect or failure of Lessee to comply with the terms, conditions and covenants under this Lease shall constitute a forfeiture of all rights of Lessee under this Lease, and, further, occupancy of the Demised Premises after such forfeiture by Lessee shall be deemed, held and taken as a forcible detainer thereof by Lessee and Lessor may, without notice, re-enter and take possession of the same, with or without legal process, and dispose of Lessee's property in accordance with applicable law.
8. Lessor shall not be liable for any damage to the property of Lessee or others located on the Demised Premises, nor for loss or damage to any property of Lessee or others by theft or otherwise. All property of Lessee kept or stored on the Demised Premises shall be kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same.
9. Any notice given by either Lessor or Lessee under this Lease shall be effective if said notice is communicated in writing and served personally or by certified mail, return receipt requested, at the following addresses:

LESSOR: City of Dixon  
Attn: City Manager  
121 W. Second Street  
Dixon, IL 61021

LESSEE: Michael Gilroy  
912 S. Lincoln Avenue  
Dixon, IL 61021

10. Lessee hereby irrevocably appoints any attorney of any court of competent jurisdiction to appear for Lessee in said court at any time after default of any of the terms and conditions under this Lease, and confess judgment in favor of Lessor, or its assigns, for such amounts as may appear to be due thereon, with costs and reasonable attorney's fees, as often as default shall be made hereunder, and to waive and release all heirs and rights of appeal from any such judgment or judgments, and to consent to immediate execution upon such judgment or judgments, thereby ratifying and confirming all such attorney may do by virtue hereof.
11. The foregoing covenants shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.
12. Lessee shall not assign this Lease or any portion thereof, nor sublet the Demised Premises or any part thereof, without the prior written approval of Lessor, which may be given or withheld in Lessor's sole and absolute discretion.

13. At all times during the term of this Lease, Lessee shall, at his sole expense, carry liability insurance insuring both Lessee and Lessor against claims resulting from his use of the Demised Premises.
14. Lessee shall save harmless and indemnify Lessor against all lawsuits, demands, claims and judgments, liens, costs and expenses resulting from Lessee's use of the Demised Premises.
15. Lessee agrees to indemnify Lessor for all reasonable attorneys' fees and expenses incurred by Lessor in enforcing any of the terms of this Lease or any other rights or remedies of Lessor.
16. Any amendment to the terms of this Lease must be by a written agreement executed by both parties.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals on the day and year first written above.

LESSOR: CITY OF DIXON, ILLINOIS,  
an Illinois municipal corporation,

By \_\_\_\_\_  
Mayor

LESSEE: MICHAEL GILROY

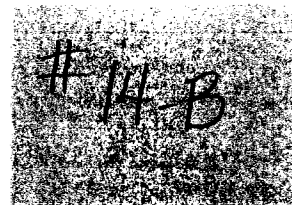
\_\_\_\_\_



## **Exhibit A**

### **Description of Demised Premises**

All that portion of the former railroad right of way located immediately South of, and adjacent to, Lessee's property located at 912 S. Lincoln St., Dixon, Illinois.



RESOLUTION  
CONFIRMING APPOINTMENT  
TO THE DIXON LIBRARY BOARD

WHEREAS, Sharon Thompson has indicated a desire not to serve again as a member of the Dixon Library Board; and

WHEREAS, Marcella Kitson has indicated a willingness to serve as a member of the Dixon Library Board; and

WHEREAS, the Mayor of the City of Dixon has recommended the appointment of Marcella Kitson to serve as a member of the Dixon Library Board; and

WHEREAS, the City Council for the City of Dixon concurs in said appointment;

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Dixon that Marcella Kitson be appointed to the Dixon Library Board for a term commencing November 16, 2015 and ending June 30, 2017, or until her successor is duly appointed and qualified.

This Resolution read and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Liandro Arellano, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Kathe A. Swanson, City Clerk

**AN ORDINANCE ESTABLISHING LEE OGLE ENTERPRISE ZONE  
CITY OF DIXON  
-ENTERPRISE ZONE DESIGNATION-  
-PROPERTY TAX ABATEMENT-**

**WHEREAS**, the Illinois General Assembly passed Senate Bill 3616 as amended on May 31, 2012, and, which was signed into law by the Governor on August 7, 2012, thereby amending the Illinois Enterprise Zone Act (20 ILCS 655/1 et. seq.), hereafter referred to as "the Act", under the provisions of Public Act 97-905; and,

**WHEREAS**, the Illinois General Assembly also passed Senate Bill 20 as amended on May 31, 2013, and, which was signed into law by the Governor on July 25, 2013, as Public Act 98-109, portions of which clarified Enterprise Zone related legislation contained in Public Act 97-905 and the Act; and,

**WHEREAS**, the Act provides for a new Illinois Enterprise Zone designation application process administered by the Illinois Department of Commerce and Economic Opportunity (hereafter referred to as "the Department") subject to the approval and concurrence of the state Enterprise Zone Board, hereafter referred to as "the Board"; and

**WHEREAS**, once approved by the Board and certified by the Department, the Enterprise Zone designation will be in effect for 15 years beginning on January 1, 2017, subject to review by the Board after the 13th year of existence for another ten year designation beginning on the expiration date of the Zone; and,

**WHEREAS**, a Public Hearing was held on November 2, 2015 on the subject of new Enterprise Zone designation, hereafter known as "the Zone," notice of which was duly advertised in The Telegraph on October 28, 2015; and,

**WHEREAS**, Enterprise Zones provide state and local incentives used to promote the economic growth of the area, to reduce unemployment, and to encourage expansion, rehabilitation, and new construction of structures within the Enterprise Zone; and,

**WHEREAS**, the County Board of Lee County, the County Board of Ogle County, the City Council of Dixon and the City Council of Rochelle, also referred to as the Designating Units of Government, have determined and concur that it is desirable and necessary for the region to apply for a new Enterprise Zone designation for the long term benefit and economic viability of the region; and,

**WHEREAS**, the County Board of Lee County, the County Board of Ogle County , the City Council of Dixon and the City Council of Rochelle find and concur that the region meets the qualifications established in Section 4 of the Act; and,

**WHEREAS**, the Designating Units of Government find that the Enterprise Zone as described in Addendum "A" is contiguous as defined in the Act; and,

**WHEREAS**, the Designating Units of Government find that the Enterprise Zone as described in Addendum "A" shall comprise no more than 15 square miles of land, exclusive of waterways and lakes, as allowed by the Act; and,

**WHEREAS**, certain parts of the Enterprise Zone lie within the boundaries of the **CITY OF DIXON**; and,

**WHEREAS**, the City Council of Dixon desires to designate an area within its jurisdiction as an Enterprise Zone as outlined in the attached Addendum "A", subject to the certification of the Zone by the Department in accordance with the Act; and

**WHEREAS**, the name of the Enterprise Zone shall be the Lee Ogle Enterprise Zone,

**NOW BE IT THEREFORE ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DIXON, ILLINOIS:**

**Section 1 – TERM.** The term of the Zone will be for 15 years commencing on January 1, 2017, and ending at midnight on December 31, 2031, or until such time as the Zone has expired, been decertified by the Department or repealed by the General Assembly or by ordinance of the participating governmental entities, whichever is sooner. After the 13th year, the zone is subject to review by the state Enterprise Zone Board for an additional 10-year designation beginning on the expiration date of the Enterprise Zone. During the review process, the state Enterprise Zone Board shall consider the costs incurred by the State and units of local government as a result of tax benefits received by the enterprise zone before granting the extension. Upon approval of the state Enterprise Zone Board, the Zone may further be in effect for an additional 10 years beginning January 1, 2032.

**Section 2 – PROPERTY TAX ABATEMENT.** That commencing on or after January 1, 2017, taxes on real property levied by the **CITY OF DIXON** shall be abated on property located within the boundary of the Enterprise Zone, as certified by the Department, and upon which new improvements have been constructed as described below. In no event shall any abatement of taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel.

A) DEFINITIONS

- 1) "Project Application" as defined herein is the written application for Lee Ogle Enterprise Zone benefits for job development and capital investment projects. The application must be completed by the company seeking benefits (or the company's designated representative) and submitted to the Lee Ogle Enterprise Zone Administrator prior to the initiation of construction for said project. The Application provides information necessary for the Administrator to verify eligibility for Enterprise Zone benefits including, but not limited to, property tax abatement and Sales Tax Exemption for Construction Materials in conjunction with the Illinois Department of Revenue processes and procedures in effect at the time of the Application.
- 2) "Eligible Project Types" as defined herein are those projects for uses conforming to the codified zoning districts and uses of the Designating Units of Government. The specific zoning districts and types for each of the Designating Units of Government are as listed herein and as may be amended by local ordinance from time to time.
- 3) "Eligible Special Uses, Variations" as defined herein are considered Eligible Project Types when the Special Use or Variation is granted by local ordinance of the controlling Designating Unit of Government.

City of Dixon Districts for Eligible Project Types:

B-1	Limited Neighborhood Business District
B-2	General Business District
CBD	Central Business District
BH-1	Interchange Planned Unit Development District
LM	Limited Manufacturing/Business Park District
GM	General Manufacturing District

- 4) "Commercial Multi-Family Residential Eligible Project Type" as defined herein are newly constructed multi-family residential projects where the buildings consist of six (6) units or more on a common foundation. For purposes of Lee Ogle Enterprise Zone, these projects shall be considered commercial in nature and an Eligible Project type.
- 5) Exclusions – Residential projects, other than commercial multi-family residential project types as set forth in Section 2.A.4 above, shall be ineligible for any benefits herein established in the Lee Ogle Enterprise Zone.

- B) That commencing on or after January 1, 2017, taxes on real property levied by the **CITY OF DIXON** shall be abated on property located within the Zone and upon which new improvements have been constructed as follows:
- |  |     |
|--|-----|
| 1) For taxes levied in the first year of abatement:  | 50% |
| 2) For taxes levied in the second year of abatement: | 50% |
| 3) For taxes levied in the third year of abatement:  | 50% |
| 4) For taxes levied in the fourth year of abatement: | 50% |
| 5) For taxes levied in the fifth year of abatement:  | 50% |
| 6) For taxes levied in the sixth year of abatement:  | 50% |
- C) Said abatements shall be for six (6) consecutive years beginning with the real estate taxes payable in the year following the first full year of a facility's commercial operation after which said improvements have been made and fully assessed. Abatement for a specific project will cease after the sixth year or upon expiration, termination or decertification of the Lee Ogle Enterprise Zone, whichever is sooner.
- D) The above property tax abatements shall be applicable for eligible project types for improvements to real property upon which new construction, improvements, renovation or rehabilitation, for which a building permit is required and one has been obtained, has been completed after January 1, 2017, and before the expiration, termination or decertification of the Lee Ogle Enterprise Zone, whichever is sooner. Abatement shall only apply to the incremental increase in taxes assessed as a result of the project and its related improvements.
- Questions as to the eligibility of a project and resulting improvements will be decided by the Lee Ogle Enterprise Zone Administrator.
- E) Regulatory and Legal Compliance. The Companies receiving Lee Ogle Enterprise Zone property tax abatement shall comply with all federal, state and local environmental laws and regulations. Failure to comply shall be as determined by the Taxing Bodies and shall not require formal action or findings by any governmental agency or court.
- F) Upon the effective date of this ordinance, all incentives, Enterprise Zone property tax abatements, general property tax abatements and benefits previously offered and in effect within the boundaries of the **CITY OF DIXON** and the former Lee County Enterprise Zone #9 shall continue as originally awarded for the term of the newly designated Lee Ogle Enterprise Zone for the following groups:

- 1) Business enterprises which are receiving Enterprise Zone or general property tax abatement benefits or incentives in the **CITY OF DIXON** on the effective date of this designating ordinance; or,
- 2) Business enterprises or expansions which are proposed or under development on the effective date of this designating ordinance, if the business enterprise demonstrates that the proposed business enterprise or expansion has been committed to locating or expanding in the Zone; or,
- 3) Business enterprises or expansions where substantial or binding financial obligations have been made; and such commitments have been made in reasonable reliance on the benefits and programs which would have previously been available as described in 1) and 2) above.

G. Entities meeting qualification criteria outlined above must enter into a Memorandum of Understanding with the Lee Ogle Enterprise Zone through its Enterprise Zone Administrator, outlining projected job creation and/or job retention numbers and capital investment for the eligible Non-Residential-based projects as defined in Section 2.A above. Said Administrator is hereby authorized to enter such agreements on behalf of the Lee Ogle Enterprise Zone.

- 1) Entities receiving property tax abatement for eligible projects must agree to maintain a minimum of 75% of the employment levels at that location as described in the Memorandum of Understanding for the term of abatement. At the discretion of the Lee Ogle Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, failure to maintain a minimum of 75% of the employment levels during the agreement period may result in the immediate termination of remaining abatement and/or the pro-rata repayment of previously abated real property taxes to the applicable taxing districts.
- 2) The Administrator of the Lee Ogle Enterprise Zone will annually monitor the performance of the eligible recipients of property tax abatement in order to ensure that job and investment projections outlined in the Memorandum of Understanding are being met.
- 3) The Lee Ogle Enterprise Zone Administrator will also inform the entity of required state of Illinois reporting requirements. Failure to report Enterprise Zone benefits as required by the Illinois Department of Revenue, and/or other state agencies, as may be dictated by state

statute, may result in termination of all locally designated Lee Ogle Enterprise Zone benefits.

- 3) The Administrator of the Lee Ogle Enterprise Zone, with advice and consent of the Enterprise Zone Advisory Board, may elect to waive enforcement of any performance measures outlined in the Memorandum of Understanding based on a finding that the waiver is necessary to avert an imminent, demonstrable, and material hardship to the entity that may result in such entity's insolvency or discharge of workers.

**Section 3 – NO ASSIGNMENT OR TRANSFER.** Lee Ogle Enterprise Zone property tax abatement shall be specifically granted to the Applicant and may not be re-assigned or transferred without a Written Notice of Transfer Request being submitted to the Lee Ogle Enterprise Zone Administrator. In the event that the Applicant desires to transfer or assign any or all of its ownership of the subject property where the business located thereon, the transferee shall submit correspondence to the Lee Ogle Enterprise Zone Administrator requesting transfer of the abatement to the new owner for the time remaining on the abatement.

The Lee Ogle Enterprise Zone Administrator, with the advice and consent of the Designating Units of Government, shall review the taxpayer's request to transfer said abatement, and determine the taxpayer's eligibility for such transfer, subject to the terms and conditions of Section 2 above as well as compliance with the Act. The Lee Ogle Enterprise Zone Administrator shall notify the affected taxing bodies that such a request has been made and the action taken by the Administrator to address the transfer request.

**Section 4 – ADMINISTRATION.** By agreement of the joint applicants of the County of Lee, the County of Ogle, the City of Dixon and the City of Rochelle, the Administrator of the Lee Ogle Enterprise Zone will be the President/CEO of the Lee County Industrial Development Association or other qualified party as determined from time to time by completing a Request For Qualifications process conducted by the Enterprise Zone Advisory Board in accordance with the Illinois Enterprise Zone Act and Regulations. Administration of the Zone will be carried out as described in the Enterprise Zone Intergovernmental Agreement between County of Lee, the County of Ogle, the City of Dixon and the City of Rochelle.

#### **Section 6 – ADMINISTRATION FEES.**

**Applicant Fees** - As allowed by the Act, the Administrator of the Lee Ogle Enterprise Zone is hereby authorized to collect a Zone Administration Fee from the Applicant for the issuance of Sales Tax Exemption Certificates for Building Materials in order to offset the management and operational costs associated with the Administration of the Zone. Said fee shall be equal to .5 percent (1/2%) of the documented cost of building materials



for each project up to a maximum of \$50,000 per Certificate (20 ILCS 655/8.2c). The Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, may also elect to collect a processing fee for related Enterprise Zone activities such as boundary amendment applications, technical correction applications, and/or other applications resulting in an amendment to the Zone or Zone operating procedures, which may change from time to time. At no time will all fees combined, related to a single project, exceed \$50,000 or such amount as may be stipulated in state statute. The **CITY OF DIXON** shall have no liability for payment of such fee on behalf of the Applicant.

**Designating Units of Government** – The Designating Units of Government, including the **CITY OF DIXON**, agree to provide financial assistance to the organization employing the Enterprise Zone Administrator. Said assistance shall be calculated using a per capita rate of \$.75 cents (seventy five cents) based on the population of the respective Designating Units of Government according to the most recent decennial census as well as allocation of Enterprise Zone Acreage as described below:

Lee Ogle Enterprise Zone Funding Formula for EZ Administration Operating Expense

2010 Population Lee & Ogle Counties Source: US Census

Lee	36,031
Dixon	15,692
Ogle	53,497
Rochelle	9,574
Total population both counties:	89,528

Per Capita for EZ Admin: \$0.75/capita  
**Base Year Budget Amount for EZ Admin: \$67,146.00**

Maximum Total Available Acres Per EZ Statute:	100.0%	9,600.0 acres	
Total Acres Allocated to Zone	89.4%	8,579.2 acres	
Allocated to Lee County	51.0%	4,363.7 acres	
Allocated To City of Dixon		1,157.3 acres	
Allocated To Ogle County	49.0%	4,197.3 acres	
Allocated To City of Rochelle		3,130.4 acres	
Acres Held in Reserve for Future Development	10.6%	1,020.8 acres	
Lee County Share	\$ 11,146		
City of Dixon Share	\$ 23,080		
51.0% of Budget	\$ 34,226	Lee County Share 51.0%	
Ogle County Share	\$ 8,416		
City of Rochelle Share	\$ 24,504		
49.0 % of Budget	\$ 32,920	Ogle County Share 49.0%	
	\$ 67,146	Budget 100%	

The funding shall be adjusted each year for the following year according to the 3-year rolling average of each year's annualized October Consumer Price Index as published by the United States Bureau of Labor Statistics.

Said assistance is to be used in order to support the general management, operating and marketing expenses associated with the Lee Ogle Enterprise Zone. Funds may not be used by the Designating Units of Government for purposes unrelated to the costs of Zone operations.

**Section 6 – TAX INCREMENT FINANCING DISTRICT OR REDEVELOPMENT AREA OVERLAY.** In the event that a Tax Increment Financing (TIF) District or redevelopment district or project area (20 ILCS 655/5.4.1) is, will be, or has been created by a municipality under Division 74.4 of the Illinois Municipal Code, and said redevelopment project area contains property that is located in an enterprise zone, and the municipality adopts an enterprise zone designating ordinance pursuant to Section 5.4 of the Act specifically concerning the abatement of taxes on property, as in Section 2 above, located within a redevelopment project area created pursuant to Division 74.4 of the Illinois Municipal Code, and the Department certifies the Ordinance, then the property that is located in both the enterprise zone and the redevelopment project area shall not be eligible for the abatement of taxes under Section 18-170 of the Illinois Property Tax Code.

**Section 7 – LOCAL SOURCING STATEMENT.** The Designating Units of Government encourage companies receiving Lee Ogle Enterprise Zone benefits, as provided herein, to utilize local labor and to purchase building materials locally.

**Section 8 – CONFLICTING LANGUAGE.** All Ordinances or parts of Ordinances conflicting with any provisions of this Ordinance shall be and are hereby repealed.

**Section 9 – EFFECTIVE DATE.** This Ordinance shall be in effect from the date of and after its passage, approval and recording and upon certification of the new Enterprise Zone designation by the Illinois Department of Commerce and Economic Opportunity, according to law. Failure to receive certification of the Zone by the Department will render this Ordinance null and void.

**PASSED BY THE DIXON CITY COUNCIL**

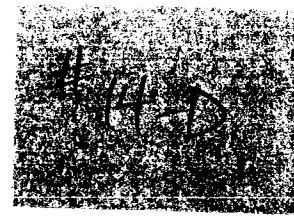
**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**BY: \_\_\_\_\_**  
**City of Dixon Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**  
**City of Dixon**  
**121 West 2<sup>nd</sup> Street**  
**Dixon, Illinois 61021**

## LEE OGLE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT



This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Dixon, the County of Lee, the City of Rochelle and the County of Ogle, hereafter referred to as "the Designating Units of Government".

**WHEREAS**, the City of Dixon, the County of Lee, the City of Rochelle and the County of Ogle have adopted Ordinance(s) and Resolution(s) establishing an Enterprise Zone, herein after collectively referred to as "the Ordinance," subject to certification by the Department of Commerce and Economic Opportunity, herein after referred to as "the Department," including incorporated portions of the City of Dixon, unincorporated portions of the County of Lee, incorporated portions of the City of Rochelle and unincorporated portions of the County of Ogle; and

**WHEREAS**, the Governor signed Senate Bill 3616, as amended, into law on August 7, 2012, thereby amending the "Illinois Enterprise Zone Act" (20 ILCS 655/1 et. seq.) under the provisions of Public Act 97-0905 outlining new application procedures and related changes to the Illinois Enterprise Zone Program; and

**WHEREAS**, the Ordinance is or will be part of the application to the Department for designation of an Enterprise Zone pursuant to 20 ILCS 655/1 et. Seq. and Section 18-170 of the Property Tax Code (35 ILCS 200-170) herein after referred to as "Act;" and

**WHEREAS**, the local units of government listed above desire to operate the Enterprise Zone in an efficient and effective manner in keeping with the terms of the Act and rules and regulations promulgated by the Department and the Illinois General Assembly for the operation of an Enterprise Zone; and

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises herein after recited, City of Dixon, the County of Lee, the City of Rochelle and the County of Ogle agree that the following terms shall govern the operation and management of the Enterprise Zone.

### SECTION I – GENERAL PROVISIONS

The name of the Enterprise Zone shall be the Lee Ogle Enterprise Zone, herein after referred to as the "Zone."

- A) **Legal Description.** The area as described in Addendum "A" of this document and the Ordinance shall be designated as the Lee Ogle Enterprise Zone.

- B) **Term.** The term of the Zone will be for 15 years commencing on January 1, 2017, and ending at midnight on December 31, 2031, or until such time as the Zone has expired, been decertified by the Department or repealed by the General Assembly or by ordinance of the designating governmental entities, whichever is sooner. After the 13th year, the zone is subject to review by the state Enterprise Zone Board for an additional 10-year designation beginning on the expiration date of the enterprise zone. During the review process, the state Enterprise Zone Board shall consider the costs incurred by the state and units of local government as a result of tax benefits received by the enterprise zone before granting the extension. Upon approval of the state Enterprise Zone Board and certification by the Department, the Zone may further be in effect for an additional 10 years, beginning January 1, 2032.
- C) **Zone Administration.** The parties to this Agreement being the County of Lee, the County of Ogle, the City of Dixon and the City of Rochelle, hereby agree that the Administrator of the Lee Ogle Enterprise Zone will be the President/CEO of the Lee County Industrial Development Association or other qualified party as determined from time to time by completing a Request For Qualifications process conducted by the Lee Ogle Enterprise Zone Advisory Board in accordance with the Illinois Enterprise Zone Act and Regulations. Administration of the Zone will be carried out as described in this Agreement between County of Lee, the County of Ogle, the City of Dixon and the City of Rochelle. Zone administration shall be conducted as outlined in Section V below.
- D) **Administration Fees.**
- 1) **Applicants:** As allowed by the Act, the Administrator of the Lee Ogle Enterprise Zone is hereby authorized to collect an Administration Fee for the issuance of Sales Tax Exemption Certificates for Construction Materials in order to help offset the management and operational costs associated with the Administration of the Zone. Said fee shall be equal to .5 percent (1/2%) of the documented cost of building materials for each project up to a maximum of \$50,000 per Certificate (20 ILCS 655/8.2c). The Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, may also elect to collect a processing fee for related Enterprise Zone activities such as boundary amendment applications, technical correction applications, and/or other applications resulting in an amendment to the Zone or Zone operating procedures, which may change from time to time. At no time will all fees combined, related to a single project, exceed \$50,000 or such amount as may be stipulated in state statute. The parties to this agreement shall have no liability for payment of such fee on behalf of the Applicants.

2) **Designating Units of Government** – The Designating Units of Government agree to provide financial assistance to the organization employing the Enterprise Zone Administrator. Said assistance shall be calculated using a per capita rate of \$.75 cents (seventy five cents) based on the population of the respective Designating Units of Government according to the most recent decennial census as well as allocation of Enterprise Zone Acreage as described below:

Lee Ogle Enterprise Zone Funding Formula for EZ Administration Operating Expense

2010 Population Lee & Ogle Counties Source: US Census

Lee	36,031
Dixon	15,692
Ogle	53,497
Rochelle	9,574
Total population both counties:	89,528
Per Capita for EZ Admin:	\$0.75/capita
Base Year Budget Amount for EZ Admin:	\$67,146.00

Maximum Total Available Acres Per EZ Statute:	100.0%	9,600.0 acres
Total Acres Allocated to Zone	89.4%	8,579.2 acres
Allocated to Lee County	51.0%	4,363.7 acres
Allocated To City of Dixon		1,157.3 acres
Allocated To Ogle County	49.0%	4,197.3 acres
Allocated To City of Rochelle		3,130.4 acres
Acres Held in Reserve for Future Development	10.6%	1,020.8 acres
Lee County Share	\$ 11,146	
City of Dixon Share	\$ 23,080	
51.0% of Budget	\$ 34,226	Lee County Share 51.0%
Ogle County Share	\$ 8,416	
City of Rochelle Share	\$ 24,504	
49.0 % of Budget	\$ 32,920	Ogle County Share 49.0%
	\$ 67,146	Budget 100%

The funding shall be adjusted each year for the following year according to the 3-year rolling average of each year's annualized October Consumer Price Index as published by the United States Bureau of Labor Statistics.

Said assistance is to be used in order to support the general management, operating and marketing expenses associated with the Lee Ogle Enterprise Zone. Funds may not be used by the Designating Units of Government for purposes unrelated to the costs of Zone operations as outlined in Section VI below.

- E) **Provisions for Tax Abatement.** The parties to this agreement recognize the individual Enterprise Zone property tax abatement policies of the Designating Units of Government, set forth below and in their respective Designating Ordinances and Resolutions. The parties further agree that the taxpayer receiving eligible property tax abatement within the Lee Ogle Enterprise Zone, subject to certification and/or as certified by the Department, will be subject to certain terms and conditions in the Memorandum of Understanding between said taxpayer and the Lee Ogle Enterprise Zone Administrator as also outlined below.

## **SECTION II – DEFINITIONS**

- A) “Memorandum of Understanding,” or “MOU,” as defined herein is the written agreement between the Lee Ogle Enterprise Zone Administrator, on behalf of the Taxing Bodies participating in the Lee Ogle Enterprise Zone property tax abatement program, and the Applicant receiving tax abatement. The MOU defines the terms and conditions by which abatement of real estate property tax is authorized, as stipulated in the Designating Ordinances and this Agreement.
- B) “Project Application” as defined herein is the written application for Lee Ogle Enterprise Zone benefits for “Eligible Project Types,” job development and capital investment projects. The application must be completed by the company seeking benefits (or the company’s designated representative) and submitted to the Lee Ogle Enterprise Zone Administrator prior to the initiation of construction for said project. The Application provides information necessary for the Administrator to verify eligibility for Enterprise Zone benefits including, but not limited to, property tax abatement and Sales Tax Exemption for Construction Materials in conjunction with the Illinois Department of Revenue processes and procedures in effect at the time of the Application.
- C) “Eligible Project Types” as defined herein are those projects with uses conforming to the codified zoning districts and uses of the Designating Units of Government. The specific zoning districts and types for each of the Designating Units of Government are as listed herein and as may be amended by local ordinance from time to time.
- D) “Eligible Special Uses, Variations” as defined herein are considered Eligible Project Types when the Special Use or Variation is granted by local ordinance of the controlling Designating Unit of Government.

City of Dixon Districts for Eligible Project Types:

B-1 Limited Neighborhood Business District

- B-2 General Business District
- CBD Central Business District
- BH-1 Interchange Planned Unit Development District
- LM Limited Manufacturing/Business Park District
- GM General Manufacturing District

Lee County Districts for Eligible Project Types:

- C-1 Neighborhood Office and Business District
- C-2 Planned Office and Business District
- C-3 General Business District
- I-1 Planned Industrial District
- I-2 General Industrial District
- PUD Planned Unit Development
- DPA Detailed Planning Area

Rochelle Districts for Eligible Project Types:

Commercial Districts

- B-1 Central Business District (CBD)
- B-2 Highway Commercial District
- B-3 Neighborhood Commercial District

Industrial Districts

- I-1 Light (limited) Industry District
- I-2 General Industrial District
- I-3 Heavy Industrial District

Overlay Districts

- TTO Transportation Overlay District
- TOD Technology Overlay District

Ogle County Districts for Eligible Project Types:

- B-1 Business District
- B-2 Business Recreational District
- B-3 Restricted Interstate Highway Area Business District
- I-1 Industrial District
- PD Planned Development District

- E) "Commercial Multi-Family Residential Eligible Project Type" as defined herein are newly constructed multi-family residential projects where the buildings consist of six (6) units or more on a common foundation. For purposes of Lee Ogle Enterprise Zone, these projects shall be considered commercial in nature and an Eligible Project type.
- F) Exclusions – Residential projects, other than commercial multi-family residential project types as set forth in Section 2.E. above, shall be ineligible for any benefits herein established in the Lee Ogle Enterprise Zone.



### SECTION III – DESIGNATING UNITS OF GOVERNMENT PROPERTY TAX ABATEMENT POLICIES.

- A) By individual governmental Ordinance or Resolution, each designating unit of government for the Lee Ogle Enterprise Zone shall have a uniform property tax abatement policy that follows the terms outlined below.
- B) **City of Dixon, County of Lee, City of Rochelle and County of Ogle Property Tax Abatement** - In no event shall any abatement of taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel.
- 1) That commencing on or after January 1, 2017, taxes on real property levied by the City of Dixon, County of Lee, the City of Rochelle and the County of Ogle, whichever is applicable, shall be abated on property located within the boundary of the Enterprise Zone, as certified by the Department, and upon which new improvements have been constructed as follows:
- |    |   |     |
|----|---|-----|
| a) | For taxes levied in the first year of abatement:  | 50% |
| b) | For taxes levied in the second year of abatement: | 50% |
| c) | For taxes levied in the third year of abatement:  | 50% |
| d) | For taxes levied in the fourth year of abatement: | 50% |
| e) | For taxes levied in the fifth year of abatement:  | 50% |
| f) | For taxes levied in the sixth year of abatement:  | 50% |
- Said abatements shall be for six (6) consecutive years beginning with the real estate taxes payable in the year following the first full year of a facility's commercial operation after which said improvements have been made and fully assessed. Abatement for a specific project will cease after the sixth year or upon expiration, termination or decertification of the Lee Ogle Enterprise Zone, whichever is sooner.
- 2) The above property tax abatements shall be applicable for eligible project types for improvements to real property upon which new construction, improvements, renovation or rehabilitation, for which a building permit is required and one has been obtained, has been completed after January 1, 2017, and before the expiration, termination or decertification of the Lee Ogle Enterprise Zone, whichever is sooner. Abatement shall only apply to the incremental increase in taxes assessed as a result of the project and its related improvements.
- D) **Eligibility** - Questions as to the eligibility of a project will be decided by the Lee Ogle Enterprise Zone Administrator, with advice and consent of the Enterprise Zone Advisory Board.

E) **Abatement Performance Monitoring Process.** Entities meeting qualification criteria outlined above must enter into a Memorandum of Understanding with the Lee Ogle Enterprise Zone through its Enterprise Zone Administrator, outlining projected job creation and/or job retention numbers and capital investment for the eligible Non-Residential-based projects as defined in Section II above. Said Administrator is hereby authorized to enter such agreements on behalf of the Lee Ogle Enterprise Zone.

- 1) Entities receiving property tax abatement for eligible projects must agree to maintain a minimum of 75% of the employment levels at that location as described in the Memorandum of Understanding for the term of abatement. At the discretion of the Lee Ogle Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, failure to maintain a minimum of 75% of the employment levels during the agreement period may result in the immediate termination of remaining abatement and/or the pro-rata repayment of previously abated real property taxes to the applicable taxing districts.
- 2) The Administrator of the Lee Ogle Enterprise Zone will annually monitor the performance of the eligible recipients of property tax abatement in order to ensure that job and investment projections outlined in the Memorandum of Understanding are being met.
- 3) The Lee Ogle Enterprise Zone Administrator will also inform the entity of required enterprise zone-related, state of Illinois reporting requirements. Failure to report Enterprise Zone benefits as required by the Illinois Department of Revenue, and/or other state agencies, as may be dictated by state statute, may result in termination of all locally designated Lee Ogle Enterprise Zone benefits.
- 4) The Administrator of the Lee Ogle Enterprise Zone, with advice and consent of the Enterprise Zone Advisory Board, may elect to waive enforcement of any performance measures outlined in the Memorandum of Understanding based on a finding that the waiver is necessary to avert an imminent, demonstrable, and material hardship to the entity that may result in such entity's insolvency or discharge of workers.

F) **CONTINUITY OF BENEFITS**

Upon the effective date of this ordinance, all incentives, Enterprise Zone property tax abatements, general property tax abatements and benefits previously offered and in effect within the boundaries of the former Lee County

Enterprise Zone #9 shall continue as originally awarded for the term of the newly designated Lee Ogle Enterprise Zone for the following groups:

- 1) Business enterprises which are receiving Enterprise Zone or general property tax abatement benefits or incentives on the effective date of this designating ordinance; or,
- 2) Business enterprises or expansions which are proposed or under development on the effective date of this designating ordinance, if the business enterprise demonstrates that the proposed business enterprise or expansion has been committed to locating or expanding in the Zone; or,
- 3) Business enterprises or expansions where substantial or binding financial obligations have been made; and such commitments have been made in reasonable reliance on the benefits and programs which would have previously been available as described in 1) and 2) above.

#### **SECTION IV – ENTERPRISE ZONE ADVISORY BOARD**

- A) Duties. The Enterprise Zone Advisory Board will perform the following duties with respect to the Enterprise Zone:
- 1) Implement, monitor and update established goals and objectives.
  - 2) Establish procedures for the operation and management of the Zone, including appeals processes, and recommendations and advice on policies for the operation and management of the Zone and the administration and enforcement of the Ordinances.
  - 3) Report to the Designating Units of Government and other participating taxing bodies, on an annual basis with respect to Zone activities, performance, policies and procedures.
  - 4) Prepare and distribute to the Designating Units of Government and participating taxing bodies an annual report for the Zone.
  - 5) Develop and implement a marketing program to inform local businesses and industries, as well as out of town prospects, about the Zone and its incentive programs.

- 6) Coordinate Enterprise Zone programs and activities with the various other planning, economic development and community development entities in the area.
- 7) Provide the necessary reporting data to the Illinois Department of Commerce and Economic Opportunity and the Illinois Department of Revenue.
- 8) Perform other functions and duties as may be stipulated by future amendments to the Agreement by the Parties above or by the Act.

B) **Membership.** The Enterprise Zone Advisory Board shall be comprised of the Chief Elected Officials of the Designating Units of Government, or their designees, a member designated by Lee County Industrial Development Association, or their designee, a member designated by Greater Rochelle Economic Development Corporation, or their designee, and the Lee Ogle Enterprise Zone Administrator.

- 1) **Terms of Membership.** The members of the Enterprise Zone Advisory Board shall serve during their respective term in office in the case of elected officials, and in the case of the Zone Administrator and economic development organization members, for as long as he/she holds the position.
- 2) **Elections and Voting.** The Enterprise Zone Advisory Board shall elect a Chairman and Vice Chairman annually from the Board membership for a one year term, or until, in the case of elected officials, their respective term in office ends, whichever is sooner. Each member shall have one vote for election purposes and for any and all matters upon which the Board must vote; except the Chairman, who shall not have a vote except in the case of a tie. A simple majority of the membership of the Zone Advisory Board present and accounted for at any meeting shall constitute a quorum. A simple majority of the voting members present at any meeting (assuming a quorum is achieved) shall be required for action upon any item brought before the Board for a vote.
- 3) **Compensation.** Excepting the Zone Administrator, Zone Advisory Board members shall serve without compensation.
- 4) **Staff.** The Lee Ogle Zone Administrator shall serve as advisor and staff to the Zone Advisory Board in order to assist in carrying out its functions and duties.

- 5) **Conflict of Interest.** Any voting member of the Enterprise Zone Advisory Board who has a direct or an implied conflict of interest must abstain from voting on matters before the Advisory Board, and their request(s) for abstention will be recorded in the minutes for the Board.

## **SECTION V - ENTERPRISE ZONE ADMINISTRATOR**

- A) **Zone Administrator.** The President/CEO of the Lee County Industrial Development Association (LCIDA), or other qualified party as determined from time to time by completing a Request For Qualifications process conducted by the Enterprise Zone Advisory Board in accordance with the Illinois Enterprise Zone Act and Regulations, shall be the Zone Administrator.
- B) **The Duties and Responsibilities** of the Zone Administrator shall be as follows:
  - 1) **Administration - Project Eligibility.** The Zone Administrator shall administer and enforce the Ordinances, and operate and manage the Zone. All appeals from any decisions or determination of the Zone Administrator shall be taken to the Enterprise Zone Advisory Board.
  - 2) **Records.** The Zone Administrator shall maintain records associated with Zone activities and projects and those necessary for the preparation of reports required by the State of Illinois and the Enterprise Zone Advisory Board.
  - 3) **Report Preparation.** The Zone Administrator shall prepare all reports required by the State of Illinois.
  - 4) **Advisor and Staff to the Enterprise Zone Advisory Board.** The Zone Administrator shall serve as advisor and staff to the Enterprise Zone Advisory Board. Said Administrator shall prepare agendas, minutes, handle correspondence and maintain the records of the Enterprise Zone Advisory Board.
  - 5) The Zone Administrator shall initiate and enforce all Lee Ogle Enterprise Zone property tax abatement Memorandums of Understanding between eligible taxpayers and said Administrator as outlined above.
  - 6) The Administrator may also enter into other Enterprise Zone agreements as may be required from time to time, at the direction of the Enterprise Zone Advisory Board and the parties to this agreement, or as may be required by the Act.

## **SECTION VI - ZONE MANAGEMENT COSTS AND OPERATION**

- A) Staff salary and fringe benefits of the Zone Administrator shall be determined and paid by the LCIDA, or other qualified party, as part of his or her responsibilities in acting as Zone Administrator. Administration fees from Applicants and the Designating Units of Government may be used for this purpose.
- B) Operating expenses for the administration of the Zone may include, but are not limited to:
  - 1) Expenses related to promoting the Zone, e.g., brochure production and dissemination, television and newspaper advertising, workshops, presentations and travel.
  - 2) Clerical, copying, printing, postage and minor equipment expenses associated with Zone Advisory Board meetings, activities of the Zone Advisory Board and reporting to the State of Illinois.
  - 3) Project related activities which benefit the region's economic development strategy and plan, which are directly impacted by the Lee Ogle Enterprise Zone.

**SECTION VII – ADMINISTRATOR SUCCESSION PROCESS.** The agreement between the Designating Units of Governments, the Enterprise Zone Advisory Board, and the LCIDA, by which the LCIDA President/CEO, serves as the contracted Zone Administrator to act in the various capacities previously set forth herein, is expected to contain a provision authorizing the termination of said agreement, without cause, by either party upon 60-days-notice to the other. In the event that the Designating Units of Government, the Enterprise Zone Advisory Board, or the LCIDA elect such a termination prior to the expiration of this Intergovernmental Agreement, said termination shall not under any circumstances be construed as terminating this Agreement. The parties to the Agreement expressly agree that in that circumstance, this Agreement shall remain in full force and effect and the parties hereto agree that the Enterprise Zone Advisory Board shall, in that event, designate, by majority vote, after a Request For Qualification process, another qualified entity, board or body to take over the duties of the LCIDA and LCIDA President/CEO with regard to the Zone; or the Designating Units of Government shall create a means or mechanism for the alternate election of a Zone Advisory Board and a Zone Administrator (as allowed by statute) , which shall be ratified by a vote of the majority of the Designating Units.

**SECTION VIII – NO ASSIGNMENT OR TRANSFER.** Lee Ogle Enterprise Zone property tax abatement shall be specifically granted to the Applicant and may not be re-assigned or transferred without a Written Notice of Transfer Request being submitted to the Lee Ogle Enterprise Zone Administrator. In the event that the Applicant desires to transfer or assign any or all of its ownership of the subject property where the business located thereon, the transferee

shall submit correspondence to the Lee Ogle Enterprise Zone Administrator requesting transfer of the abatement to the new owner for the time remaining on the abatement.

The Lee Ogle Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, shall review the taxpayer's request to transfer said abatement, and determine the taxpayer's eligibility for such transfer, subject to the terms and conditions of Section 2 above as well as compliance with the Act. The Lee Ogle Enterprise Zone Administrator shall notify the affected taxing bodies that such a request has been made and the action taken by the Administrator to address the transfer request.

**SECTION IX – TAX INCREMENT FINANCING DISTRICT OR REDEVELOPMENT AREA OVERLAY.** In the event that a Tax Increment Financing (TIF) District or redevelopment district or project area (20 ILCS 655/5.4.1) is, will be, or has been created by a municipality under Division 74.4 of the Illinois Municipal Code, and said redevelopment project area contains property that is located in an enterprise zone, and the municipality adopts an enterprise zone designating ordinance pursuant to Section 5.4 of the Act specifically concerning the abatement of taxes on property, as above, located within a redevelopment project area created pursuant to Division 74.4 of the Illinois Municipal Code, and the Department certifies the Ordinance, then the property that is located in both the enterprise zone and the redevelopment project area shall not be eligible for the abatement of taxes under Section 18-170 of the Illinois Property Tax Code.

**SECTION X – LOCAL SOURCING STATEMENT.** The Designating Units of Government encourage companies receiving Enterprise Zone benefits, as provided herein, to utilize local labor and to purchase building materials locally.

**SECTION XI – EFFECTIVE DATE.** This Agreement shall be in effect from the date of and after its passage, approval and recording and upon certification of the new Enterprise Zone designation by the Illinois Department of Commerce and Economic Opportunity, according to law. Failure to receive certification of the Zone by the Department will render this Agreement null and void.

**SECTION XII – COMPLIANCE WITH OTHER LAWS.** Neither the passage of this Agreement nor the establishment of an Enterprise Zone shall excuse compliance with other applicable laws, ordinances or regulations, unless expressly superseded by the Agreement or the Enterprise Zone Act. Any development undertaken pursuant to the creation of the Enterprise Zone shall be performed in full compliance with all applicable laws and processes.

**SECTION XII – REASONABLE ACTION.** For matters related to the operation, amendment or modification of the Lee Ogle Enterprise Zone which will result in job creation, retention or capital investment within the boundaries or proposed boundaries of the Zone that, by statute, require the approval of the Designating Units of Government, the parties of this Intergovernmental

Agreement stipulate and concur that said approval shall not be unreasonably withheld by any of said Designating Units of Government.

This agreement is made as of the year and day first above written.

City of Dixon

County of Lee

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

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

Mayor

County Board Chairman

City of Rochelle

County of Ogle

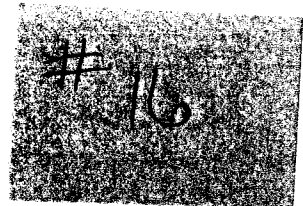
By: \_\_\_\_\_

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

Mayor

County Board Chairman





CITY OF DIXON

---

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AUTHORIZING AN AGREEMENT FOR THE  
PURCHASE OF CERTAIN REAL PROPERTY  
(87 S. HENNEPIN AVENUE)**

---

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF DIXON

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015

---

Published in pamphlet form by authority of the Council of the City of Dixon, this \_\_\_\_  
day of \_\_\_\_\_, 2015.

---

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AUTHORIZING AN AGREEMENT FOR THE  
PURCHASE OF CERTAIN REAL PROPERTY  
(87 S. HENNEPIN AVENUE)**

WHEREAS, the City Council for the City of Dixon, Lee County, Illinois deems it advisable, necessary and in the public interest that the City of Dixon (the "City") acquire the property described in the contract attached hereto and incorporated herein as Exhibit A (the "Agreement") pursuant to the terms provided therein; and

WHEREAS, such property will serve the public and corporate purposes for which the City is organized; and

WHEREAS, pursuant to the provisions of 65 ILCS 5/2-2-12 of the Illinois Municipal Code, 65 ILCS 5/1-1 et seq. (the "Code"), the City is authorized to purchase real property for public purposes; and

WHEREAS, the seller named in the Agreement has agreed to convey such property to the City for the purchase price set forth therein; and

WHEREAS, pursuant to the provisions of the Code, it is necessary that the City Council of the City of Dixon adopt an ordinance authorizing the execution of the Agreement and the purchase of the real estate.

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

SECTION 1: The recitals set forth in the preambles to this Ordinance are true and correct and are incorporated herein as if fully set forth in this Section 1.

SECTION 2: The Agreement shall be in substantially the form attached as Exhibit A and made a part hereof.

SECTION 3: From and after the effective date of this Ordinance, the Mayor and the City Clerk are hereby authorized and directed to execute said Agreement and to do all things necessary and essential, including the execution of any documents and certificates, to carry out the provisions of the Agreement.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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

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

SECTION 7: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Passed by the Mayor and City Council of the City of Dixon on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Exhibit A

(attach Agreement)

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF DIXON, an Illinois municipal corporation ("Buyer"), and JAMES E. DIXON and JUDITH A. DIXON, husband and wife, of Dixon, Illinois ("Seller").

In consideration of the mutual covenants contained herein, together with other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the real estate as hereinafter described upon the terms and conditions hereinafter set forth.

1. **REAL ESTATE.** Seller agrees to sell and convey to Buyer or to Buyer's designated grantee, the real estate commonly known as 87 S. Hennepin Avenue, Dixon, Illinois 61021. The real estate is legally described on **Exhibit A** attached hereto. The real estate has an approximate lot size of 100 feet by 100 feet, and includes all improvements and fixtures situated in or on the real estate and the personal property described in Section 2 below (collectively, the "Real Estate").

2. **FIXTURES AND PERSONAL PROPERTY.** All of the fixtures and included personal property are owned by Seller and to Seller's knowledge are in operating condition on the date hereof, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, air conditioning, electrical and plumbing systems, together with the following items of personal property at no additional cost by a Bill of Sale at Closing:

- Planted Vegetation
- All Tacked Down Carpeting
- Light Fixtures, as they exist
- Built-in or attached shelving
- All Window Treatments & Hardware
- Smoke Detectors
- Existing Outdoor Awnings

3. **PURCHASE PRICE.** The purchase price for the Real Estate shall be **Two Hundred Forty-Five Thousand Dollars (\$245,00.00)** (the "Purchase Price"), which shall be payable as follows: an earnest money deposit of One Thousand Dollars (\$1,000.00) payable upon execution hereof, the same to be held in trust for the mutual benefit of the parties by Kenzley Title Group, Inc., 87 S. Hennepin Avenue, Dixon, Illinois 61021. The balance of the purchase price, as adjusted by prorations, shall be paid at Closing.

4. **SELLER'S REPRESENTATIONS.** Seller makes the following representations, all of which shall be true and correct as of the date of this Agreement and as of the Closing date:

- (a) Seller is involved in a legal action against Scott C. Burkitt and his spouse Linda K. Burkitt (collectively, "Burkitt"), and the First National Bank in Amboy, concerning a claim

by Seller that there is a prescriptive easement benefitting Seller's Real Estate over and across certain real property owned by Burkitt which is situated between Seller's Real Estate and River Street in the City of Dixon. The litigation is now pending in the Circuit Court of the Fifteenth Judicial Circuit, Lee County, Illinois under case no. 2010CH86. Said claim by Seller is more fully described in the draft of a proposed Judgment Establishing Prescriptive Easement, attached as **Exhibit B**, which Seller shall tender forthwith to the Court for entry.

Upon written request by Buyer, Seller, by and through James E. Dixon, agrees that it will, at no additional compensation from Buyer, continue to prosecute the suit in case no. 2010CH86, and legally assist the Buyer in any appeal that may follow in said action.

(b) Seller has good, marketable and insurable title to the Real Estate 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 Real Estate at the time of Closing.

(c) Subject to the provisions of subsection 4(a) above, there are no claims, actions, suits or other legal or administrative proceedings, including, without limitation, bankruptcy proceedings, pending or, to the best of Seller's knowledge, threatened, against or involving Seller or the Real Estate 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. There are no judgments, orders or stipulations against Seller or the Real Estate.

(d) To the best of Seller's knowledge, there are no special or other assessments levied against or relating to the Real Estate.

(e) There are no leases or other contracts to which Seller is a party which will affect the Real Estate after the date of the Closing.

(f) Seller is not subject to any 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.

(g) To the best of Seller's knowledge, Seller has complied with all applicable laws, ordinances, regulations, orders, rules and restrictions pertaining to or affecting the ownership and operation of the Real Estate and the sale thereof contemplated by this Agreement.

(h) All bills for work done or materials furnished by or at the request of Seller to or for the improvement of the Real Estate 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 Real Estate.

(i) Seller has no knowledge of latent defects or adverse facts that exist with respect to the physical condition of the Real Estate which have not been specifically disclosed in writing to Buyer.

(j) All fixtures, systems and personal property included in this Agreement shall be in normal operating condition at the time of possession.

(k) Seller represents that with respect to the Real Estate, Seller has no knowledge of nor has Seller received any written notice regarding:

- (i) zoning, building, fire or health code violations that have not been corrected;
- (ii) any pending rezoning;
- (iii) any boundary line dispute;
- (iv) any pending condemnation or Eminent Domain proceeding;
- (v) any easements or claims of easement not shown on the public records, other than the prescriptive easement referred to in subsection 4(a) above.

(l) Seller has not knowingly caused or permitted Hazardous Substances to be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on, in or under the Real Estate in a manner which violates any Environmental Laws. To the best of Seller's knowledge, 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 Real Estate. Seller has not received any notice of any violation of any Environmental Laws pertaining to the Real Estate. To the best of Seller's knowledge, 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 Real Estate. To the best of Seller's knowledge, there are no underground storage tanks located on the Real Estate.

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.

Seller's representations contained in this Section 4 shall survive the Closing.

**5. SELLER'S COVENANTS.**

(a) From the date of this Agreement to the Closing date, Seller shall:

- (i) operate the Real Estate in a prudent manner;
- (ii) refrain from transferring any of the Real Estate or creating on the Real Estate any easements, liens, mortgages, encumbrances or other interests that would affect the Real Estate or Seller's ability to comply with the terms of this Agreement;
- (iii) refrain from entering into any contracts or other commitments with respect to the operation of the Real Estate that extend beyond the Closing date, without the prior written consent of Buyer;
- (iv) continue to maintain and repair the Real Estate, fixtures and personal property in at least the manner in which Seller has previously maintained and repaired the same, and Seller will deliver the Real Estate, fixtures and personal property to Buyer at Closing in substantially the same condition as now existing, normal wear and tear excepted;
- (v) keep in effect Seller's insurance coverage insuring the Real Estate; and
- (vi) promptly comply with all notices of violation of laws or municipal ordinances, regulations, orders or requirements of departments of housing, building, fire, labor, health or other state, city or municipal departments or other governmental authorities having jurisdiction against or affecting the Real Estate or the use or operation thereof;

**6. TITLE INSURANCE.** On or before December 1, 2015, Seller shall, at Seller's expense, deliver or cause to be delivered to Buyer or Buyer's attorney a commitment for an owner's ALTA title insurance policy in the amount of the Purchase Price with extended coverage (the "Commitment"), dated subsequent to the date of this Agreement and issued by Kenzley Title Group, Inc. (the "Title Company"), showing marketable fee simple title to the Real Estate vested in Seller. The Commitment shall be accompanied by the best copies available from the Title Company of all documents of record referred to in the Commitment. The Commitment shall describe the Real Estate, and such legal description shall be incorporated into this Agreement and shall be used in all closing documents (unless a survey shows a different legal description); shall list Buyer as the prospective named insured; and shall show as the policy amount the Purchase Price. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the



encroachments. Notwithstanding the foregoing, if the cost to Seller to cure said unpermitted title exceptions, encroachments or survey issues exceeds the sum of \$1,000.00, Seller may elect not to cure the same, and in such case, Buyer may elect to (i) take title as it then is, or (2) declare this Agreement null and void, and in such case, the earnest money shall be promptly returned to Buyer.

7. **CLOSING.** The sale contemplated by this Agreement shall be closed and consummated (the "Closing") on January 5, 2016, or on such other date as mutually agreed upon by the parties. Notwithstanding the foregoing, unless otherwise mutually agreed upon by the parties, the Closing shall not take place any later than January 29 2016.

In the event that the Closing does not take place on or before January 29, 2016, the parties may mutually agree to extend the date of the Closing.

The Closing shall be at the offices of Kenzley Title Group, Inc. at its offices in Dixon, Illinois. At Closing, Seller shall execute and deliver the following documents in form acceptable to Buyer or undertake the following:

(a) Special Warranty deed from Seller to Buyer, in recordable form, conveying good and merchantable title to the Real Estate to Buyer, free and clear of all liens, encumbrances and matters other than general real estate taxes which are not yet due and payable;

(b) An endorsement to the Commitment deleting the standard exceptions on Schedule B;

(c) Affidavit of Title covering the date of Closing and any other customary forms required for issuance of an ALTA Insurance Policy;

(d) Affidavit of Non-Foreign Status by Seller;

(e) Certification from Seller that all representations of Seller which are contained in this Agreement are true, correct and complete as of the Closing date;

(f) HUD Settlement Statement;

(g) Illinois Real Estate Transfer Declaration; and

(h) Such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement and as may be required by the lender for Buyer.

8. **POSSESSION.** Seller shall deliver possession to Buyer at Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys to the Real Estate to Buyer.

9. **CLOSING COSTS.** Seller shall pay for documentary stamps on the Special Warranty Deed, for all costs associated with issuance of the Commitment and final owner's title insurance policy, including, without limitation, any premiums for the owner's title policy, any costs and expenses

associated with any corrective documents required in order to make the title to the Real Estate marketable and insurable, including paying off all existing mortgages and secured financing indebtedness. Buyer shall pay for any premium for Buyer's mortgage loan title policy. Each party shall bear the respective costs typically borne by a seller or buyer (i.e., recording fees, closing fees, etc.) as well as its own attorneys' fees and other professional costs, except as otherwise provided herein.

**10. PRORATIONS.** The general real estate taxes shall be prorated as of the date of Closing based on the most recent ascertainable tax information. All prorations shall be final as of Closing. If the amount of the most recent ascertainable tax information reflects a homeowner, senior citizen or other exemption, a senior freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of this paragraph shall survive the Closing.

**11. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING.** If prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Agreement (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement, except as modified by this Section 12.

**12. CONDITION OF REAL ESTATE AND INSPECTION.** Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense prior to delivery of Possession. Buyer shall be entitled to inspect the Real Estate, fixtures and included personal property prior to Closing to verify that the Real Estate improvements, fixtures and included personal property are in substantially the same condition as of the date of this Agreement, normal wear and tear excepted. Seller warrants that the plumbing, heating, cooling and electrical systems, sewer and water lines, and appliances included in this sale shall be in working order on the date of Closing.

**13. BUSINESS DAYS.** Business days are defined as Monday through Friday, excluding Federal holidays.

**14. DEFAULT BY SELLER.** In the event of a default by Seller under the terms of this Agreement, Buyer may pursue any remedies that may be available at law or in equity.

**15. DEFAULT BY BUYER.** In the event of a default by Buyer under the terms of this Agreement, Seller may pursue any remedies that may be available at law or in equity.

**16. TIME IS OF THE ESSENCE.** Seller and Buyer acknowledge that time is of the essence of this Agreement.

**17. MODIFICATIONS.** The parties acknowledge that this Agreement (i) is the entire agreement between the parties with respect to the subject matter hereof; (ii) supersedes all prior

negotiations or agreements between the parties; and (iii) cannot be modified except by written agreement executed by both parties.

**18. ATTORNEYS' FEES.** In the event that litigation ensues between the parties relating to any disputes or claims arising out of this Agreement, the prevailing party in the litigation shall be entitled to recover all court costs and reasonable attorneys' fees incurred in said litigation.

**19. NOTICE.** All notices shall be in writing and shall be served by one party or attorney to the other party or attorney. Notice to any one of the multiple person party shall be sufficient notice to all. Notice shall be given in the following manner:

- (a) by personal delivery;
- (b) by mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by regular mail and certified mail shall be effective on the date of mailing;
- (c) by facsimile transmission. Notice shall be effective as of the date and time of the transmission, provided that the Notice transmitted shall be sent on business days during business hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next business day after transmission;
- (d) by email transmission if an email address has been furnished by the recipient party or the recipient party's attorney to the sending party or is shown in this Agreement. Notice shall be effective as of the date and time of email transmission, provided that, in the event email Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next business day after transmission. An attorney or party may opt out of future email Notice by any form of Notice provided by this Agreement; or
- (e) by commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next business day following deposit with the overnight delivery company.

**20. VENUE.** Venue for any legal proceeding hereunder shall be in Lee County, Illinois.

**21. 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.

**22. WAIVER.** The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege or option herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect.

**23. 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.

**24. BENEFIT; BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.

**25. BROKERS.** Seller represents and warrants to Buyer that it has not dealt with any broker in connection with the sale of the Real Estate other than Crawford Realty, Dixon, Illinois, and that no other broker, finder or similar person or entity procured or negotiated this Agreement or is entitled to any fee or commission in connection herewith. Seller shall indemnify, defend and hold Buyer harmless from and against any and all claims and losses brought against, sustained or incurred by Buyer by reason of (i) Seller's breach of the foregoing representation and warranty, and (ii) any brokerage fees or commissions due on account of the sale of the Real Estate to Buyer.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands the day and year first indicated above.

SELLER:

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

BUYER:

CITY OF DIXON,  
an Illinois municipal corporation,

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

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

IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT  
LEE COUNTY, ILLINOIS

No. 2010 CH 86 )  
)  
)  
James E. Dixon and Judith A. Dixon )  
Plaintiffs, )  
vs. )  
Scott C. Burkitt and Linda K. Burkitt, )  
And the First National Bank in Amboy )  
Defendants. )

**JUDGMENT ESTABLISHING PRESCRIPTIVE EASEMENT**

This matter coming on to be heard at trial before the Court without a jury upon the Plaintiffs' claim to an Easement by Prescription for ingress and egress over the property of the Defendants,

And the Court having reviewed and considered all of the testimony of the witnesses, the arguments of the parties, as well as the exhibits and cases submitted,

**FINDS AS FOLLOWS:**

- A. That for the period between December 10, 1954, and the middle to later 1970's there was actual use of the concrete drive over the Westerly 25 feet of the Defendants property for access to the garage on the Plaintiffs' property by first Campbell Motor Company, and later by Budget Bakery, then tenants on the Plaintiffs' property, for ingress and egress by cars and trucks in their use of Plaintiffs' property as an auto-body shop by Campbell Motors, and later the parking of the bakery company's fleet of delivery trucks,
- B. That there was a prior agreement between the preceding owners of the two properties granting Molly Sinow, one of the owners of what became the Plaintiffs property, a personal right of way over the property now owned by the Defendants, which agreement was to cease and terminate upon the death of Barnett Wienmann, then owner of the property now owned by the Defendants,

- C. That Barnett Wienmann died December 10, 1954, on which date the said personal right of way terminated, and which date the Court finds as the date that the 20 year period establishing the prescriptive easement commenced,**
- D. That the above described use of the Defendants' concrete driveway by Campbell Motors and Budget Bakery was continuous and uninterrupted for more than 20 years from December 10, 1954, the date of the death of Barnett Wienmann, until the mid to late 1970's, and such use was clearly under a claim of right, and not dependant upon the rights or permission of other parties,**
- E. That even after the above described period of use, the owners and tenants of the Plaintiffs' property, for at least an additional 19 years until 1993, continued to use said concrete driveway for ingress and egress to the garage in the Plaintiff's building; which use, although not as frequent as before, was none-the-less sufficient use to support the Plaintiffs' claim of prescriptive use and give notice to all subsequent owners of the premises in question of such claim, and deny the Defendants' argument that there had been an abandonment of the prescriptive easement,**
- F. That the said use of the premises in question was, therefore, for a period of more than 20 years, actual, adverse or hostile, exclusive, open and notorious, continuous and uninterrupted under a claim of right,**
- G. That the purchasers of real estate take title subject not only to what matters may be of record, but also to anything that is apparent, such as use of the property for access, which in this case was the existence of the concrete driveway crossing the Westerly 25 feet of the Defendants' property directly to a garage door in the wall of the Plaintiff's building,**
- H. That there was no testimony or other evidence regarding any permission being requested by any owners or occupiers of the Plaintiffs' building for use of the concrete driveway prior to 1993, some 39 years after the death of Barnett Wienmann, nor was there any testimony or other evidence regarding any friendly relations between the owners of the respective properties during such time, and the Court finds no evidence of any permissive use which would affect the claimed prescriptive easement,**
- I. The Court finds that the dimensions of such easement are to reflect the actual usage by Plaintiffs' predecessors in title. Such dimensions for the prescriptive easement are as follows: HEIGHT: 8' 0" and WIDTH: 10'0".**
- J. The Court finds that the gated fence erected in February, 2012 by the Defendants serves several purposes, including that of necessity and safety, and is**

not overly burdensome to the Plaintiffs' access for egress and ingress so long as the Plaintiff is given a key for such entry.

- K. The Plaintiffs have informed the Court they agree that the wooden deck, which extends outward from the rear of the Defendants' buildings and partially overhangs the easement, may remain in its present condition and configuration even though a portion thereof, at seven (7') feet six (6") inches above the concrete driveway, is lower than the eight (8') height of the easement approved herein.

WHEREFORE, IT IS THE JUDGMENT OF THIS COURT that a Prescriptive Easement for Ingress and Egress has existed, and it is hereby established and confirmed, over following described premises:

**DESCRIPTION OF EASEMENT:** An easement for access eight (8') feet in height, from the cement driveway to the top of the easement, over part of Lot 2 in Block 6 in the Original Town (now City) of Dixon described as follows:

Beginning at the point of intersection of the northerly line of said Lot 2 and the northerly extension of the westerly edge of an existing brick retaining wall, said point being 12.4 feet, more or less, easterly of the northwest corner of said Lot 2, as measured along said north line; thence westerly, along said northerly line, 10.0 feet; thence southerly parallel with the said brick retaining wall, 36 feet; thence southeasterly to the westerly edge of an existing garage door facing northerly; thence northeasterly, along said garage door, to the easterly edge of said garage door; thence northwesterly to a point on the southerly extension of said brick retaining wall, said point being 36 feet southerly of the north line of said Lot 2; thence northerly to the point of beginning, all in the City of Dixon, Lee County, Illinois. (A plat of which description is attached hereto and incorporate herein as Exhibit A)

**DESCRIPTION OF SERVIENT ESTATE:** The said Easement is over and upon the following described premises (referred to hereafter as the Servient Estate) now owned by the Defendants, Scott C. Burkitt and Linda K. Burkitt:

The Northerly Fifty (50) feet of Lots Number One (1) and Two (2) in Block Number Six (6) in the Town (now City) of Dixon, in Lee County, Illinois.

**DESCRIPTION OF THE DOMINANT ESTATE:** Said easement being for the Benefit of the following described premises (referred to hereafter as the Dominant Estate) now owned by the Plaintiffs, James E. Dixon and Judith A. Dixon:

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

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

IT IS FURTHER ORDERED THAT the Defendants may maintain the gated fence erected in February 2012, but are to give a key that unlocks the gate to the Plaintiffs within (5) business days of the entry of this judgment; and FURTHER THAT the Defendants may maintain in its present condition and configuration the wooden deck which extends outward from the rear of their buildings and partially overhangs the easement.

IT IS FURTHER ORDERED THAT The Defendants shall forthwith remove any and all other obstructions over and upon said easement.

FURTHER, IT IS THE ORDER OF THIS COURT THAT this JUDGMENT be recorded in the Office of the Recorder of Deeds of Lee County, Illinois, and made part of the record of title to the premises in question,

ENTERED THIS \_\_\_\_\_ DAY OF DECEMBER, 2014.

---

JUDGE RONALD JACOBSON

EXHIBIT A: PLAT ATTACHED

EXHIBIT B



### **Exhibit A**

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

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