# COUNCIL OF THE CITY OF DIXON, ILLINOIS REGULAR COUNCIL MEETING COUNCIL CHAMBERS - CITY HALL MONDAY MARCH 6, 2017 5:30 P.M.

#### **AGENDA**

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance/Invocation
- 4. Work Session
- 5. Approval of Minutes
- 6. Approval of Total Labor and Outside Claims
- 7. Department Reports
- 8. City Manager Report
- 9. Council Reports
  - a. Mayor Arellano
  - b. Councilman Tucker
  - c. Councilman Venier
  - d. Councilman Bishop
  - e. Councilman Marx
- 10. Boards & Commissions Reports
  - a. Monthly Building Permit Report
- 11. Visitors/Public Comment
- 12. Ordinances
- 13. Resolutions
- 14. Motions
  - a. Discussion and possible approval of labor contract with the International Association of Fire Fighters
  - b. Discussion and possible approval of a side letter to the labor contract with Teamsters International

The City of Dixon, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of this meeting or facilities, contact the ADA Coordinator at (815) 288-1485 to allow the City of Dixon to make reasonable accommodations for those persons.

# COUNCIL OF THE CITY OF DIXON, ILLINOIS REGULAR COUNCIL MEETING COUNCIL CHAMBERS - CITY HALL MONDAY MARCH 6, 2017 5:30 P.M.

#### AGENDA

- c. Discussion and possible approval of a contract with Global Security Systems for installation of an access control system
- d. Discussion and possible approval of a contract for services with Fehr Graham Engineering for Phase I & II ITEP Trail Grant Project
- e. Discussion and possible approval of an agreement with the Illinois Department of Transportation for maintenance of right of way
- f. Discussion and possible approval to waive the bidding process for the Old Court House retaining wall repair
- g. Discussion and possible approval of bid for repair of Old Court House Retaining Wall
- h. Discussion and approval of Purchase and Sale Agreement between the City and Dixon Iron & Metal, LLC for the City's purchase of the property located at 78 Monroe Avenue for \$310,000.
- i. Discussion and approval of Purchase and Sale Agreement between the City and William Pitchford for the City's purchase of the property located at 86 Monroe Avenue for \$30,000.
- j. Motion to Not Release Closed Session Meeting Minutes of 5/7/12, 5/14/12, 7/2/12 (partial), 8/6/12, 11/19/12, 4/8/13, 4/11/13, 9/25/13, 10/15/13, 1/21/14, 2/3/14, 9/18/14, 9/15/14, 3/16/15, 4/6/15, 7/20/15, 9/21/15, 10/5/15, 11/16/15 (partial), 12/7/15 (partial), 1/11/16, 2/16/16, 3/7/16, 4/4/16, 5/2/16, 5/16/16, 6/6/16, 6/20/16, 7/5/16, 7/18/16, 8/15/16, 9/7/16, 9/12/16, 9/19/16, 10/3/16, 10/17/16, 10/24/16, 11/7/16, 11/21/16, 12/5/16, 12/12/16, and 12/19/16 since the need for confidentiality still exists.
- k. Discussion and approval of the purchase of a 2005 GMC 4x2 Forestry Truck

#### 15. Executive Session

a. Sale or purchase of property pursuant to Section 2(c)(3) of the Open Meetings Act.

#### 16. Adjournment

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#### **AGENDA**

#### **SUPPLEMENTAL INFORMATION**

- 14.a Approval of a 3 year labor contract with IAFF.
- 14.b Side letter with Teamsters relating to language inadvertently left out of the collective bargaining agreement.
- 14.c Purchase of an access control system for the public safety building.
- 14.d Contract with Fehr Graham Engineering for preliminary work relating to the ITEP funded trail extension.
- 14.e Agreement with IDOT replacing previous maintenance agreement for right of way along Galena Ave and Second St, specifically relating to sections of the retaining wall along the Old County Court House.
- 14.f Waiver of formal bidding process relating to repairs of the retaining wall at the Old County Court House.
- 14.g Approving bids to repair specific sections of the Old Court House retaining wall covered under the maintenance agreement with IDOT.
- 14.h Possible purchase of 78 Monroe Ave by the City from Dixon Iron & Metal, LLC.
- 14.i Possible purchase of 86 Monroe Ave by the City from William Pitchford.
- 14.j Consideration of possible release of certain closed session minutes.
- 14.k Possible purchase of a 2005 GMC forestry truck from I-80 Equipment in the amount of \$85,175.

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#### ROLL CALL

The meeting was called to order by Mayor Arellano at 5:00 pm. Councilmen Bishop, Marx, Venier and Mayor Arellano answered Roll Call. The Pledge of Allegiance was cited.

#### PUBLIC COMMENT

Mark Bressler – Director, Dixon Municipal Band addressed the Council. Mr. Bressler advised that the amount had been stagnant at \$42,000. For many years. He also stated that there is an Ordinance in place allowing for this. He asked the Council to let the band find means to create ways to save and to generate money.

Councilman Marx inquired about the band membership numbers. Mark Bressler advised that they had plenty of participants from high schoolers to senior citizens.

Councilman Venier asked about Levy. Finance Director Paula Meyer advised that the band had not been levied since 2014 but it is possible to do it that way.

#### WORK SESSION

#### LIBRARY

Director Antony Deter presented. Some points made were as follows: in 2016 there was a count of 76,000 items, 4700 activities, 150 programs and 82,000 visitors. Director Deter advised that they had adopted a new facility plan as well as a new employee handbook.

Mayor Arellano asked about labor adjustments. Director Deter advised that the board decided on raises with a balanced budget. City Manager Cole O'Donnell asked about increased hours and Director Deter advised that the board intends to increase hours.

Mayor also inquired about the employee manual specifically regarding increase in benefits. Director Deter advised that effective May 1, 2017 the vacation and sick accrual rate will be the same as the City's.

#### WASTEWATER

Presenters: Terry Weter, Public Works Director, Josh McNitt, Supt.

Terry Weter commented that Josh McNitt did a lot of work on this budget and had been very conservative. The Capital List was gone over to rank items of critical nature. Part time salary

was lowered, extra duty pay was increased, they are currently at 4 full time with 2 more authorized to Collection Services.

#### **AIRPORT**

Jim Canterbury, Supt, Terry Weter, Public Works Director

The question was raised about transferring of funds between airports. It was determined that a 4 year window to look at this existed.

Terry Weter advised that there was a July deadline to file paperwork for lights. Also noted was the sharing of assets with the Street Department.

#### **STREET**

Jim Canterbury, Supt, Terry Weter, Director of Public Works.

Terry Weter advised that the salt budge was larger. Councilman Bishop inquired about the amount purchased. It was determined that there would be a surplus for this year but would may not continue to be the case in coming years. Terry Weter stated that public works was zeroed out and moved to the Streets budget. Noting the Street Sweeper and Case loader were extra expenses.

#### TRAFFIC MAINTENANCE

Terry Weter, Director of Public Works and Eric Englund, TM

Mayor Arellano inquired about LED lighting and joint purchasing. Eric said that was a possibility and he will look into it. It was noted all department heads could be sharing in this and City Manager O'Donnell advised that Amanda Bradshaw was working on a rebate for lighting.

#### PUBLIC PROPERTY

Terry Weter, Public Works Director, Curt Phillips, Supt. of Public Property

City Manager discussed seasonal help through Spring and Summer. Curt Phillips advised that he had 11 seasonal and some worked into November and December. Curt Phillips also stated there was an increase in maintenance/operations due fuel for additional mowing. It was also noted by Public Works Director that they were working towards collecting on unpaid debt.

#### WATER DEPARTMENT

Supt. Matt Heckman, PW Director Terry Weter

It was noted that there is an increase in operating budget due to repairs. Lab operations are down advised Supt. Heckman.

Councilman Marx inquired about the lab hours. Supt. Heckman stated that the lab had limited hours and was mainly a convenience purpose only for citizens.

The question was raised as to whether or not they could borrow from funds or Infrastructure or pull from recovery funds. Mayor stated this one took a big hit and needs balancing. City Manger said they look at each fund for balancing and Water and Sewer are the ones out of whack

Supt. Heckman advised that 70% of the infrastructure was at or exceeding life expectancy.

#### CAPITAL DEVELOPMENT

City Manager O'Donnell gave an overview. Cemetery Maintenance Building, Small Maintenance Shed, City Hall windows and tuck pointing, HVAC Software for Public Safety Building, Zipper (new item) to do more inhouse work. Fire Engine could be bonded. There are two now – 1993/2006. This can be pulled out and notated it will come out of next years budget. Trail Grant may be pushed back due to IDOT.

Councilman Marx inquired about Safe Path to School. City Manager will research this. Councilman Marx also inquired about the sidewalk extensions by Shopko. It was noted that this is budgeted for in Streets.

Councilman Venier inquired about the Cemetery Roads Project. It was determined that 80% of this could be done in house.

It was also noted that a breakdown of marketing supplies in the amount of \$30,000 was to be reallocated to Dioxn 1 with Council approval.

IT

Allen Philhower, IT Manager, IT Assistant is being hired.

Finance Director Paula Meyer advised of the Budget timeline - approval of the budget needs to be done by the last meeting in March. There would be a standard Public Hearing.

#### ADJOURNMENT

Councilman Bishop moved that the Special Council Meeting of Wednesday, February 15, 2017 be adjourned to meet in Executive Session to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees pursuant to Section 2©(5). Seconded by Councilman Marx. Voting Yea: Councilman Bishop, Marx, Venier and Mayor Arellano. Voting Nay: None. **Motion Carried**. The meeting was adjourned at 8:15 p.m.

Stephanie Terranova Deputy City Clerk

#### CALL TO ORDER

The meeting was called to order by Mayor Arellano.

#### ROLL CALL/INVOCATION

Councilmen Venier, Marx and Mayor Arellano answered Roll Call. The Pledge of Allegiance was cited. Rev. Sorenson gave the Invocation.

#### **PROMOTIONS**

Jacob Henry a lifelong Dixon resident began his career in 2003 and was promoted to the rank of lieutenant in 2013. He is a graduate of NIU and is promoted to rank of Captain.

Andrew Brooks a lifelong Dixon resident has served for 24 years and is being promoted to the rank of Lieutenant.

#### PROCLOMATION - BLACK HERITAGE MONTH

Mayor Arellano read a proclamation for Black Heritage Month for the month of February in Dixon, IL. Special recognition followed: Councilman Venier gave an overview of the awards of Alice Collins a former LPN with a great history of lifetime achievement recognition and awards. Dixon High School Junior Arthur Cox was also recognized for his athletic achievements including breaking the schools rushing yard record.

#### **WORK SESSION**

Sheriff John Simonton gave a presentation on the April 4<sup>th</sup> referendum asking for a half percent sales tax increase to pay for a new, \$16 million dollar jail for Lee County. Sheriff Simonton noted that this tax would add 3cents to a \$6.00 dollar fast food meal, a quarter to a \$50 DVD player and \$2.50 to a \$500. Washing machine. The Sheriff added that the facility is not currently ADA compliant, contains black mold and leaks from above ground as well as outside. Theresa Wittenauer, County Administrator was in attendance as well and answered ballot questions. Sheriff Simonton noted that Dixon is the 9<sup>th</sup> safest City in Illinois. The facility has not had any upgrades in 50 years. He welcomes any and all to tour the facility. Standard tours are Mondays @ 6:00 p.m. Donations are welcomed at Friends of Lee County Referendum.

Councilman Venier asked about responsibility if the facility closes. Sheriff advised that they would be responsible for transporting inmates if it closes.

Brenda Humphrey, meeting visitor inquired about the location of the new facility and Sheriff confirmed that it would be where the jail is now including part of the back parking lot.

Councilman Venier asked if the building was a public safety concern and Sheriff advised that it was.

Greg Witzleb, County Board also commented that outside money is coming into the City as well.

#### PRESENTATION R360

Charles Branch of R360 gave an overview of their product. They are an Economic Development firm that assists with retail marketing. The process is: Research, Identify targets, Marketing/Recruit, Results – they recruit on the City's behalf. Their timeline is: Day 1 – Questionnaire, Day 15 – Research, Day 30 Focus on Property, Day 45-Maps/Target list, Day 60 – Ready to proactively recruit on City's behalf. Their fees are based on packages - \$7,000, \$15000-Retail, \$25,000 Strategic, \$35,000 – All I – retail network.

Mayor Arellano inquired about Cell phone tracking vs. credit card tracking. Charles Branch advised that Credit card tracking was more expensive and mobile understands trade trends.

Councilman Venier inquired if they specialized in municipalities and Charles Branch advised yes.

#### APPROVAL OF MINUTES

Councilman Marx moved to approve the minutes of the Regular and Closed Session Council Meeting of Monday February 6, 2017. Seconded by Councilman Venier. Voting Yea: Councilman Venier, Marx and Mayor Arellano. Voting Nay: None. **Motion carried**.

#### APPROVAL OF TOTAL LABOR & OUTSIDE CLAIMS

Councilman Venier moved the total labor and outside claims in the amount of \$206,913.72 be approved and ordered paid. Seconded by Councilman Marx. Voting Yea: Councilman Venier, Marx and Mayor Arellano. Voting Nay: None. **Motion carried**.

#### APPROVAL OF YEAR TO DATE FINANCIAL SUMMARY

Councilman Marx moved that the year-to-date Financial Summary through January 31, 2017 be accepted. Voting Yea: Councilman Marx, Councilman Venier, and Mayor Arellano. Voting Nay: None. **Motion Carried**.

Terry Weter gave an update on Fargo Creek stating that there was a flood study done on 2/16/17. About 25% of the residents from the first program attended. He further advised that a final recommendation from V & K would come in March. He stated that one concern that was brought up at the meeting was the new jail which would be adjacent. A full Council presentation will be given.

#### CITY MANAGER REPORT

City Manager O'Donnell informed the Council of the upcoming Fire study and advised that regular updates would be given to the Chiefs. City Manager is the point of contact. Galena Avenue Bridge rails – washers installed with a maintenance plan to check yearly. The City Manager informed the Council he would be out Wednesday-Friday but would be available through phone and email. Airport AWOS up and running. The lights on the Arch have been repaired. Moisture has been getting in causing the lights to short. An exhaust fan is being researched by Arch Mfg. as well as a flag on top. An inquiry was made regarding a 5K run through the Cemetery in October. More information to be provided later.

#### COUNCIL REPORTS

Mayor Arellano commented on R360 presentation and mentioned there are other firms however this one starts lower and you have the option to build. Other cities have been successful.

Mayor also discussed the possibility of an Economic Development Administrative Assistant being needed. Mainly to handle paper work, etc. that is necessary prior to being able to work on grants. He would like to put this in the budget for this year. Mayor advised he had been at the Northern Illinois Mayors meeting recently, also attended Chamber meeting along with Councilman Venier as well as welcoming a new son.

Councilman Venier thanked Mitch Tucker for his time with the City. He also thanked Pastor Cole for being available and working with them on Black Heritage Month and the special recognitions.

#### **BOARD & COMMISSIONS REPORTS**

Mayor Arellano reported that the Monthly Library report is on file with the Clerk and available for inspection.

ORDINANCE – Amending Section 5-13-22 Temporary Permit to Extend Time Allowed for Playing of Music in Outdoor Service Area.

Councilman Venier moved to approve an ordinance amending Sec. 5-13-22 of the Dixon City Code relating to temporary permits to extend the playing of music in outdoor service areas. Voting Yea: Councilman Venier, Marx and Mayor Arellano. Voting Nay: None. **Motion carried**.

# ORIDNANCE – AMENDING SECTION 5-13-22 TEMPORARY PERMIT TO EXTEND TIME ALLOWED FOR PLAYING OF MUSIC IN OUTDOOR SERVICE AREAS

Councilman Venier moved to approve an ordinance amending Section 5-13-22 of the Dixon City Code relating to temporary permits to extend the playing of music in outdoor service areas. Mayor stated that the number of permits is unlimited and the Ordinance can be changed over time. Councilman Marx thought it to be and innovative solution and deserves a test drive. Attorney Lesage advised that the noise ordinance still applies. Voting Yea: Councilman Venier, Marx and Mayor Arellano, Voting Nay: None. **Motion carried**.

#### RESOLUTION

Councilman Marx moved to approve the Council pass the Resolution Amending 2016-2017 Budget for the purpose of addressing the marketing needs of the City. Seconded by Councilman Venier. Voting Yea: Councilman, Venier, Marx and Mayor Arellano. Voting Nay: None. **Motion carried**.

#### MOTION - ENGINEERING AGREEMENT

Councilman Venier moved to recommend approval of the contract for services with Fehr Graham Engineering in the amount not to exceed \$17,650 for Fargo Creek Dam Emergency Action Plan. Seconded by Councilman Marx Voting Yea: Councilman Venier, Marx and Mayor Arellano. Voting Nay: None. **Motion carried**.

#### **EXECUTIVE SESSION**

Councilman Marx moved that the Regular Council Meeting of Tuesday, February 21, 2017 adjourn into Executive Session to discuss Sale or purchase of property pursuant to Section  $2^{\circ}(3)$  of the Open Meetings Act, semi-annual review of prior Executive Meeting Minutes pursuant to Section  $2^{\circ}(2)(14)$  of the Open Meeting Act; and To consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees pursuant to Section  $2^{\circ}(2)(5)$  of the Open Meetings Act, and to Update collective bargaining under Section  $2^{\circ}(2)(3)$  of the Open Meetings Act. Seconded by Councilman Venier. Voting Yea: Councilman Venier, Marx and Mayor Arellano. Voting Nay: None. **Motion carried**.

#### RECONVENE MEETING

Councilman Venier moved that the Regular Council Meeting of Tuesday, February 21, 2017 reconvene into Open Session. Seconded by Councilman Marx. Voting Yea: Councilman Venier, Marx and Mayor Arellano. Voting Nay: None. **Motion carried**.

#### **ADJOURNMENT**

Councilman Marx moved that the Regular Council Meeting of Tuesday, February 21, 2017 be adjourned to meet in Special Session on Monday, February 27, 2017at 5:00 p.m. in the Council Chambers at City Hall. Seconded by Councilman Venier. Voting Yea: Councilman, Venier, Marx and Mayor Arellano. Voting Nay: None. **Motion carried**. The meeting was adjourned at 7:40 p.m.

Stephanie Terranova, Deputy City Clerk

#### ROLL CALL

The meeting was called to order by Mayor Arellano at 5:00 pm. Councilmen Marx, Venier and Mayor Arellano answered Roll Call. The Pledge of Allegiance was cited.

#### PUBLIC COMMENT

John McLane of the Next Picture Show presented. He advise that the Next Picture Show was the start of the art movement in Dixon. It began by Mr. and Mrs. Ralph Edgar 15 years ago. The gallery hosts prestigious shows several times each year. The landlord recently raised the rent. It was noted the last four years the City has donated \$10,000 per year. They are again asking for the City's donation. John welcomes any questions and provided a hand out regarding the gallery.

#### PUBLIC COMMENT

Pat Gorman, Ronald Reagan Home.

He addressed the many maintenance issues they are experiencing and would especially ask for help for roof repairs. He also provided a project list. Mr. Gorman invited the Council to come and tour the facility with him. He indicated their source of revenue was private donations and tours. Councilman Venier asked if there was a steady income and Pat Gorman advised no. Mayor asked if there was Federal involvement and Pat Gorman advised that it was possible. He asked the Council for help with these urgent needs. This is a one-time request.

#### WORK SESSION

City Manager O'Donnell went over the narrative provided. Mayor advised that the safety net was gone. The Airport Advisory Board Meeting is next Wednesday and will provide more information on Whiteside Airport.

Mayor Arellano advised the Council with regards to the Economic Development Assistant that this may be filled in house using current staff and bumping hours and will be left out of the budget at this time. Mayor gave a strong recommendation to use the R360 to be more aggressive on the retail side.

Councilman Marx asked that Mayor elaborate on the Airport. It was noted that \$237,000. was for grants and \$250,000 is runway lights.

Councilman Marx inquired about the Safe Routes to School – Graham Street. It is not yet included in Capital Projects. Also noted was \$200,000 in sidewalk project under Streets for the

area behind Shopko. Councilman Marx had concerns that the \$7,000. for R360 that was discussed may not be enough. A discussion ensued and it was agreed that the middle plan at \$15,000 may be a good option.

City Manager O'Donnell addressed the issue of needing to have an agreement with Dixon One so they can decide on what monies to give out in regards to Reagan Home and Next Picture Show. It was noted that City Manager O'Donnell would do a rework of the Water and Waste Water Budgets.

Mayor Arellano stated that AFSCME voted to strike but not directly affecting the City at this time.

#### **ADJOURNMENT**

Councilman Marx moved that the Special Council Meeting of Monday, February 27, 2017 be adjourned to meet in Executive Session to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees pursuant to Section 2©(5). Seconded by Councilman Venier. Voting Yea: Councilman Marx, Venier and Mayor Arellano. Voting Nay: None. **Motion Carried**. The meeting was adjourned at 6:40 p.m.

Stephanie Terranova Deputy City Clerk

#### CALL TO ORDER

The meeting was called to order by Mayor Arellano.

#### **ROLL CALL**

Councilmen Bishop, Marx, Tucker and Mayor Arellano answered Roll Call. The Pledge of Allegiance was cited.

#### **BUDGET WORKSHOP**

**Building & Zoning** – Paul Shiaras reviewed his budget with the Council. He mentioned that the demolition budget includes legal and demolition fees. Two houses are in the early stages of condemnation. Mayor Arellano would like to see \$5,000 more added to the budget to help in cleaning up the City.

IT – Allen Phillhower mentioned that all IT costs will be in the IT budget and not split out between departments. Small equipment and tools are now in the capital budget.

Councilman Venier arrived at 5:24PM.

**HR** – Becky Fredericks reviewed the budget. The contractual line is decreasing since the contract with Paul Grueffe will end in June. After that time, he will be used on an as needed basis. Professional Development has increased due to the need of having City wide CPR/first aid training.

**Public Safety Building** – The overtime in this budget is for special projects such as carpet cleaning or waxing floors.

**Fire** – Chief Shipman said he cut \$32,000 from last year's budget. Some of that is what was pulled into the IT budget. Mayor Arellano said he calculated a 12% increase. Paula Meyer said the increase is due to pension costs. Chief Shipman would like to leave the OT line as is and hopes the department can come in under the budgeted amount.

**Emergency Vehicle** – Not much changed.

**Police** – Chief Langloss reviewed his budget. Mayor calculated a 12% increase and asked if this was also because of pensions. Paula Meyer said that pensions are not included in the police budget since the tax levy covers it. She did mention the increase in the 911 contract is a part of the increase. The IT increase is due to e-citation coming. Chief Langloss is uncertain of the costs for this program. Paula Meyer said that tuition reimbursement could be decreased by \$5,000.

**Revenues** – Paula Meyer said she budgeted revenues base on how they have been trending. She also mentioned that Cemetery sales all to the Endowment fund.

**Council** – Increased the conference, meeting, mileage line.

**Economic Development** – Mayor Arellano believes this budget item needs to increase and wonders if the City should consider hiring a full time economic development Director.

**Finance** – Other contractual is for the actuary for the pensions. IT went up due to purchasing a new module for AP.

**Administration** – Stipends were put in extra duty pay.

**Municipal** – These are City wide expenses such as liability and work comp insurance as well as street lighting.

**Downtown Maintenance** – John Groshan maintains this. Councilman Marx wondered if John has his own work comp insurance. Councilman Venier would like to increase the contractual amount by \$900.

**Municipal Band** – This item is not levied for. Mayor suggested placing this on the possible cuts list. Councilman Veneir believes the City should have a band.

**Public Relations** – Gambling revenues will pay for this. Contribution will mostly be to Dixon One. Councilman Marx would like an updated sheet on the current expenses for tourism, Main Street and Next Picture Show.

#### **ADJOURNMENT**

Councilman Marx moved that the Special Council Meeting of Monday, February 13, 2017 be adjourned to meet in Special Session on Wednesday, February 15, 2017at 5:00 p.m. in the Council Chambers at City Hall. Seconded by Councilman Tucker. Voting Yea: Councilman Bishop, Marx, Tucker, Venier and Mayor Arellano. Voting Nay: None. **Motion carried**.

Becky Fredericks, City Clerk	

#### Report Criteria:

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

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
	565	NORTH'S OIL COMPANY	3046884	GASOHOL/OCTANE	02/13/2017	2,392.62	.00	
	565	NORTH'S OIL COMPANY	3046885	DIESEL FUEL	02/13/2017	1,532.37	.00	
	565	NORTH'S OIL COMPANY	3046909	GASOHOL/OCTANE	02/23/2017	2,234.24	.00	
	850	WILLETT HOFMANN & ASSOC INC	22723	#1060D15 - INSPECTION WELL #6,#8	08/24/2016	5,547.95	.00	
	850	WILLETT HOFMANN & ASSOC INC	8 2016 #1060D15 #5	#1060D15 - PAY REQUEST #5	08/12/2016	86,735.00	.00	
	1517	ROCK FALLS POLICE DEPT	2 2017	DONATION TO "SAFE HAVEN" SOBER	02/23/2017	5,000.00	.00	
Total :						103,442.18	.00	
EVENUES	427	KEN NELSON AUTO PLAZA	12 2016	SALES TAX OCT-DEC 2016	02/24/2017	19,416.79	.00	
Total REVENUES:						19,416.79	.00	
NANCE	643	RIVERSHORE DEVELOPMENT LLC	2 2017	2015 TAX INCREMENT	02/22/2017	77,814.17	.00	
NANCE	1049	KALEEL'S CLOTHING AND PRINTING	4134	UNIFORM ORDER - FINANCE DEPT	02/16/2017	292.00	.00	
Total FINANCE:						78,106.17	.00	
RE/ POLICE COMMISSI	379	IL STATE POLICE	LS10364L49409039	EMPLOYMENT BACKGROUND CHECK	01/31/2017	27.00	.00	
Total FIRE/ POLICE C	OMMISSI	ON:				27.00	.00	
OMINISTRATION	819	VERIZON WIRELESS	9780566419	FINANCE	02/18/2017	38.01	38.01	02/27/2017
OMINISTRATION	819	VERIZON WIRELESS	9780566419	ADMIN	02/18/2017	38.01	38.01	02/27/2017
Total ADMINISTRATIO	N:					76.02	76.02	
JMAN RESOURCES	1479	PERSPECTIVES	86016	EAP SERVICES - MAR	03/01/2017	190.00	.00	
Total HUMAN RESOU	RCES:					190.00	.00	
FORMATION TECHNOL	148	COMCAST CABLE	2 2017 #0020	FIRE #877103010060020	02/26/2017	239.85	.00	
FORMATION TECHNOL	148	COMCAST CABLE	2 2017 #2219	CITY HALL #8771103010032219	02/26/2017	155.16	.00	
FORMATION TECHNOL	819	VERIZON WIRELESS	9780566419	IT	02/18/2017	20.36	20.36	02/27/2017
FORMATION TECHNOL	932	CLEVERBRIDGE INC.	BKD-73616807805	ACRONIS ACCESS CONNECT 1 YR SU	02/17/2017	1,795.50	.00	
FORMATION TECHNOL	1511	KNOWBE4 INC	12724	SECURITY AWARENESS TRAINING	02/17/2017	2,454.30	.00	
FORMATION TECHNOL	1512	NETWRIX CORP	28056	NETWRIX AUDITOR/1YR SUPPORT	02/21/2017	3,098.26	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total INFORMATION 1	ECHNOL	OGY:				7,763.43	20.36	
UNICIPAL	52	AUCA CHICAGO MC LOCKBOX	1590837084	CITY HALL MATS	02/14/2017	80.96	.00	
JNICIPAL	157	CONSTELLATION NEW ENERGY INC	0037938572	0 GRAHAM #2483157028	02/16/2017	13,303.89	.00	
Total MUNICIPAL:						13,384.85	.00	
PITAL FUND EXPENSE	208	DIXON PAINT COMPANY	14049	SPLIT WASHERS - 2000	02/16/2017	865.06	.00	
PITAL FUND EXPENSE	436	KITZMAN'S LTD.	362960	FIBROUS CONCRETE EXP JOINT	02/17/2017	44.64	.00	
APITAL FUND EXPENSE	1425	VEENSTRA & KIMM INC	4	FARGO CREEK FLOOD STUDY	02/24/2017	22,597.75	.00	
PITAL FUND EXPENSE	1518	COATINGS UNLIMITED	617003-1	GALENA AVE BRIDGE - DRAW #1	02/16/2017	170,128.35	.00	
Total CAPITAL FUND	EXPENSE	S:				193,635.80	.00	
IILDING ZONING	819	VERIZON WIRELESS	9780566419	ZONING	02/18/2017	50.02	50.02	02/27/2017
ILDING ZONING	1316	FEHR GRAHAM & ASSOCIATES	75088	PLAN REVIEW NICOR REPORTING CE	01/31/2017	1,099.00	.00	
Total BUILDING ZONI	NG:					1,149.02	50.02	
REETS	4	ACE HARDWARE	459144	PIPE STOVE/CONCRETE 50LB	02/02/2017	62.03	.00	
REETS	4	ACE HARDWARE	460407	FUNNEL/RIVET	02/13/2017	4.84	.00	
REETS	4	ACE HARDWARE	460613	SLEDGE/CROW BAR	02/15/2017	70.18	.00	
REETS	4	ACE HARDWARE	461281	CARBIDE BIT/HWH CONCR SCR	02/21/2017	18.70	.00	
REETS	85	BONNELL INDUSTRIES INC	0173693-IN	SERVICE/PARTS 03 CHEV 2500/15 GM	02/16/2017	2,080.77	.00	
REETS	148	COMCAST CABLE	2 2017 #3677	STREET #8771103010223677	02/10/2017	124.82	.00	
REETS	155	CONMAT CONSTRUCTION MATERIAL	16229	UPM PATCH MIX	12/14/2016	964.80	.00	
REETS		JOHN DEERE FINANCIAL	805016	REPLACE REAR WINDOW JD 244E	02/14/2017	273.31	.00	
REETS		NICOR	2 2017 #0009	621 W 7TH #71846910009	02/17/2017	212.58	.00	
REETS		RENNER QUARRIES LTD.	46340	1" MINUS	02/17/2017	89.44	.00	
REETS		SHARE CORP.	11224	CAR WASH/WAX/PEAPODS	02/17/2017	328.76	.00	
REETS		STANDARD EQUIPMENT CO	A48340	LABOR/SUPPLIES TO REPLACE AUTO	02/16/2017	1,128.92	.00	
REETS		STERLING NAPA AUTO PARTS	881098	HOSE CLAMP	02/15/2017	6.99	.00	
REETS		VERIZON WIRELESS	9780566419	STREETS	02/18/2017	48.36	48.36	02/27/2017
REETS		ZARNOTH BRUSH WORKS INC	0163395-IN	ELGIN/TYMC0435 THREADED DISP G	02/07/2017	237.00	.00	
REETS	1470	METROPOLITAN COMPOUNDS INC	0066258	FOUR SEASON GUARD	01/30/2017	699.90	.00	
REETS	1508	COMPASS MINERALS AMERICA	71604213	SALT BULK COURSE LA-HWY	02/06/2017	2,781.73	.00	
Total STREETS:						9,133.13	48.36	
BLIC PROPERTY	4	ACE HARDWARE	460713	FLUSH VALVE SEAL	02/15/2017	2.69	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
JBLIC PROPERTY	4	ACE HARDWARE	461713	BOXES 18-8 FH PHL SMS 10X1 1/4 & 8	02/24/2017	30.13	.00	
JBLIC PROPERTY	52	AUCA CHICAGO MC LOCKBOX	1590840504	PAPER/SHOP TOWELS	02/16/2017	95.55	.00	
JBLIC PROPERTY	122	CENTURYLINK	2 2017 #7798	CEMETERY #304007798	02/04/2017	69.03	69.03	02/27/2017
JBLIC PROPERTY	208	DIXON PAINT COMPANY	14075	RUBBOL STAIN DEEP BASE	02/21/2017	39.54	.00	
JBLIC PROPERTY	555	NICOR	2 2017 #1954	105 W FIRST #69412191954	02/17/2017	112.94	.00	
JBLIC PROPERTY	819	VERIZON WIRELESS	9780566419	PUBLIC PROPERTY	02/18/2017	172.79	172.79	02/27/2017
JBLIC PROPERTY	1437	BROOK ELECTRICAL SUPPLY	S006183605.001	10 WALLPACK 24W NEUTRAL LED 120	02/14/2017	1,820.00	.00	
Total PUBLIC PROPE	RTY:					2,342.67	241.82	
EMETERY	4	ACE HARDWARE	460383	SPRY PAINT/SCREWS/1LB PP EXT TRI	02/13/2017	20.66	.00	
EMETERY	4	ACE HARDWARE	460690	MSKG TAPE/SCRUB PAD/PIPE THRED	02/15/2017	13.91	.00	
EMETERY	4	ACE HARDWARE	460691	SAND MIX 40 LB	02/15/2017	3.99	.00	
EMETERY	4	ACE HARDWARE	460696	SAND MIX - RET 40/PURCH 80 LB	02/15/2017	2.00	.00	
EMETERY	199	DIXON AUTOBODY CLINIC	RO021504	REPAIR LT DOOR SHELL/ALIGN	02/15/2017	55.00	.00	
EMETERY	275	FYR- FYTER INC	64084	SERVICE EXTING/3 TAMPER SEALS	02/13/2017	42.45	.00	
EMETERY	436	KITZMAN'S LTD.	362843	1X4 12' PONDEROSA PINE	02/15/2017	31.00	.00	
EMETERY	555	NICOR	2 2017 #0002 1	416 S DEMENT #36491320002	02/16/2017	77.18	.00	
EMETERY	555	NICOR	2 2017 #0009 1	NS RT 38 1W CHURCH #94871910009	02/15/2017	316.00	.00	
EMETERY	565	NORTH'S OIL COMPANY	3046159	MISC SPECIAL ORDER ITEMS/FREIGH	02/16/2017	107.84	.00	
EMETERY	565	NORTH'S OIL COMPANY	3046914	RETURN MISC SPECIAL ORDER ITEM	02/27/2017	47.50-	.00	
Total CEMETERY:						622.53	.00	
TERANS PARK	122	CENTURYLINK	2 2017 #9556	VET MEM #446099556	02/04/2017	128.67	128.67	02/27/2017
Total VETERANS PAR	RK:					128.67	128.67	
JBLIC SAFETY BUILDIN	52	AUCA CHICAGO MC LOCKBOX	1590802145	JANITORIAL SUPPLIES	01/17/2017	102.72	.00	
JBLIC SAFETY BUILDIN	52	AUCA CHICAGO MC LOCKBOX	1590837083	JANITORIAL SUPPLIES	02/14/2017	92.88	.00	
JBLIC SAFETY BUILDIN	1173	DIRECT IN SUPPLY	102478	JANITORIAL SUPPLIES	02/01/2017	143.70	.00	
Total PUBLIC SAFETY	/ BUILDIN	G:				339.30	.00	
RAFFIC MAINTENANCE	4	ACE HARDWARE	460097	HARDWARE	02/10/2017	51.96	.00	
RAFFIC MAINTENANCE	4	ACE HARDWARE	460354	FUSE MGT TIME DELAY/FUSE FAST A	02/13/2017	37.97	.00	
RAFFIC MAINTENANCE	4	ACE HARDWARE	460767	CM EXT BAR 3"/CM UNIVERSAL JOINT	02/16/2017	20.98	.00	
RAFFIC MAINTENANCE	4	ACE HARDWARE	460777	RET CM UNIVERSAL JOINT/CM EXT B	02/16/2017	2.00-	.00	
RAFFIC MAINTENANCE	4	ACE HARDWARE	461566	RECIP SAW	02/23/2017	269.99	.00	
RAFFIC MAINTENANCE	148	COMCAST CABLE	2 2017 #6520	TRAFFIC MAINT #8771103010166520	02/27/2017	69.95	.00	
RAFFIC MAINTENANCE	724	STEINER ELECTRIC COMPANY	S005631779.001	500 V MIDGET TD FUSE	02/13/2017	155.38	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
RAFFIC MAINTENANCE	819	VERIZON WIRELESS	9780566419	TRAFFIC	02/18/2017	50.00	50.00	02/27/201
Total TRAFFIC MAINT	ENANCE:					654.23	50.00	
VATER	4	ACE HARDWARE	460632	NUTS/BOLTS	02/15/2017	8.35	.00	
/ATER	4	ACE HARDWARE	461624	CLEANING SUPPLIES LAB	02/23/2017	26.16	.00	
'ATER	58	BADGER METER INC	1148648	12 MODEL 25 WATER METERS	02/20/2017	1,941.12	.00	
'ATER	58	BADGER METER INC	1148648	FREIGHT	02/20/2017	36.06	.00	
/ATER	122	CENTURYLINK	2 2017 #1885	WATER #304001885	02/04/2017	321.48	321.48	02/27/20
ATER	123	CERTIFIED BALANCE & SCALE	22714	CLEANING & CALIBRATION OF LAB B	02/16/2017	152.00	.00	
ATER	148	COMCAST CABLE	2 2017 #0059	WATER #8771103010180059	02/20/2017	109.85	.00	
/ATER	264	FISHER SCIENTIFIC	0827475	2 THERMOMETERS	02/16/2017	174.00	.00	
/ATER	264	FISHER SCIENTIFIC	0827475	FREIGHT	02/16/2017	10.09	.00	
'ATER	284	WELLS FARGO VENDOR FIN SERV	66465664	SHARP COPIER	02/12/2017	159.40	.00	
ATER	318	HD SUPPLY WATERWORKS LTD.	G693859	6" HYD EXT MUELLER (2)	02/07/2017	963.12	.00	
'ATER	318	HD SUPPLY WATERWORKS LTD.	G693859	12" HYD EXT MUELLER (3)	02/07/2017	1,699.86	.00	
ATER	318	HD SUPPLY WATERWORKS LTD.	G886497	3/4" COPPER GASKET (50)	02/09/2017	77.50	.00	
ATER		KITZMAN'S LTD.	362706	2X4 16'/BETTER KD SPF	02/13/2017	6.81	.00	
ATER		MIDAS AUTO SERVICE EXPERTS	0038307	'08 FORD F250 PANEL TRUCK REPAIR	02/03/2017	440.39	.00	
ATER		NICOR	2 2017 #0001	92 ARTESIAN #55291320001	02/16/2017	949.89	.00	
ATER		NICOR	2 2017 #0004	520 E RIVER RD #59491320004	02/16/2017	177.97	.00	
ATER		NICOR	2 2017 #3337	1740 BRINTON #99497593337	02/24/2017	84.46	.00	
ATER		QUALITY READY MIX CONCRETE INC	46341	CA-11	02/17/2017	110.64	.00	
ATER	629	QUILL CORPORATION	4355267	DRYBOARD/MARKERS/CALCULATOR	02/13/2017	95.06	.00	
/ATER	669	SANCO TRAFFIC	1008807	TRAFFIC CONTROL/PALMYRA	02/17/2017	1,317.50	.00	
/ATER		STERLING NAPA AUTO PARTS	881118	WEATHER STRIP ADHESIVE/REAR VI	02/15/2017	10.18	.00	
ATER	770		R203007092:01	2012 INTL REPAIRS	01/12/2017	265.97	.00	
ATER	809	USA BLUEBOOK	175625	SAFETY GLASSES/EAR PLUGS	02/07/2017	250.30	.00	
ATER		USA BLUEBOOK	175625	FREIGHT	02/07/2017	20.22	.00	
/ATER	809	USA BLUEBOOK	187299	ANSI CLASS E PANTS	02/21/2017	76.47	.00	
ATER	809	USA BLUEBOOK	187299	FREIGHT	02/21/2017	18.53	.00	
ATER	809		472508	V GARD PROTECTIVE CAP	02/21/2017	53.97	.00	
/ATER	809	USA BLUEBOOK	472508	FREIGHT	02/21/2017	22.82	.00	
/ATER		VERIZON WIRELESS	9780566419	WATER	02/18/2017	60.78	60.78	02/27/20
Total WATER:						9,640.95	382.26	
EWAGE TREATMENT	4	ACE HARDWARE	453718A	OIL DRAIN PAN	12/15/2016	2.69	.00	
EWAGE TREATMENT	4	ACE HARDWARE	453718C	WRENCH COMB/CM WRENCH/CD PLA	12/15/2016	57.12-	.00	
EWAGE TREATMENT		ACE HARDWARE	454198	WRENCH COMB/CM WRENCH/CD PLA	12/19/2016	57.12	.00	
EWAGE TREATMENT		ACE HARDWARE	460420	PVC PIPE/RAGS/CAP 2"/HARDWARE	02/13/2017	30.97	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description ——	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
EWAGE TREATMENT	4	ACE HARDWARE	460642	BUCKER/HOOK TOOL/ORGANIZER/CL	02/15/2017	28.92	.00	
EWAGE TREATMENT	4	ACE HARDWARE	460759	TOTE/HOOK SCREWS/COARSE DRYW	02/16/2017	23.67	.00	
EWAGE TREATMENT	4	ACE HARDWARE	460997	MARKER/ROTELLA OIL/HAMMER DRIL	02/17/2017	43.34	.00	
EWAGE TREATMENT	4	ACE HARDWARE	461283	BATTERY/FUNNEL	02/21/2017	8.68	.00	
EWAGE TREATMENT	52	AUCA CHICAGO MC LOCKBOX	1590845636	MATS AT PLANT	02/21/2017	36.12	.00	
EWAGE TREATMENT	104	C & N SUPPLY	54496	SHIPPING LAB SAMPLES	02/15/2017	16.46	.00	
EWAGE TREATMENT	123	CERTIFIED BALANCE & SCALE	22715	CLEANING/CALIBRATION OF LAB BAL	02/16/2017	417.00	.00	
WAGE TREATMENT	148	COMCAST CABLE	2 2017 #3241	SEWER #8771103020013241	02/16/2017	129.85	.00	
EWAGE TREATMENT	201	DIXON COMMERCIAL ELECTRIC CO.	02309	TESTING HEATING ELEMENTS ON AE	02/08/2017	277.50	.00	
EWAGE TREATMENT	307	HACH CHEMICAL	10268806	BASIC SUPPORT	01/12/2017	2,501.00	.00	
WAGE TREATMENT	509	METROPOLITAN INDUSTRIES INC	319263	250MB CONNECTION FOR INDEPEND	02/15/2017	30.00	.00	
WAGE TREATMENT	555	NICOR	2 2017 #0002	WS CROPSEY #54122320002	02/17/2017	788.77	.00	
EWAGE TREATMENT	555	NICOR	2 2017 #0003	2400 W FIRST #44122320003	02/17/2017	418.66	.00	
WAGE TREATMENT	638	RENNER QUARRIES LTD.	46342	3/4" CHIPS	02/17/2017	66.72	.00	
WAGE TREATMENT	728	STERLING NAPA AUTO PARTS	880416	SIGNAL LENS	02/10/2017	12.37	.00	
WAGE TREATMENT	809	USA BLUEBOOK	174675	TRACING DYE 5 GAL YELLOW, GREEN	02/06/2017	222.56	.00	
WAGE TREATMENT	819	VERIZON WIRELESS	9780566419	WASTE WATER	02/18/2017	107.64	107.64	02/27/2017
WAGE TREATMENT	892	JOE'S SEWER & SEPTIC	735	PUMP @ RIVER RD LS	02/10/2017	500.00	.00	
WAGE TREATMENT	1154	VORTEX TECHNOLOGIES INC.	5170	INFLUENT/EFFLUENT METER SENSO	02/21/2017	2,020.68	.00	
WAGE TREATMENT	1154	VORTEX TECHNOLOGIES INC.	5171	CALIB 2 SIEMENS LUT/430 MONITOR I	02/21/2017	830.00	.00	
WAGE TREATMENT	1437	BROOK ELECTRICAL SUPPLY	S006183702.001	5 WALLPACK 24W NEUTRAL LED 120V	02/15/2017	910.00	.00	
WAGE TREATMENT	1491	ELECTRIC PUMP	0872440-IN	OMNI SITE UPGRADES	01/31/2017	2,114.80	.00	
Total SEWAGE TREA	ATMENT:					11,538.40	107.64	
RE	84	BODY DYNAMICS FITNESS EQUIPME	24861	REPAIR TREADMILLS	02/10/2017	959.50	.00	
E	227	DOWNTOWN SPORTS	3933	UNIFORM EMBROIDERY	02/24/2017	176.55	.00	
RE	227	DOWNTOWN SPORTS	3938	UNIFORM EMBROIDERY	02/20/2017	20.91	.00	
RE	363	IL FIRE CHIEF'S ASSOCIATION	17-1849	IFCA ANNUAL DUES	02/01/2017	325.00	.00	
RE	677	SBM STERLING BUSINESS CENTER	346912	CONTRACT #A8146-MX2615N-01	02/16/2017	109.55	.00	
RE	801	UNIFORM DEN INC	91911	DEPT UNIFORMS	02/10/2017	305.65	.00	
RE	819	VERIZON WIRELESS	9780566419	FIRE	02/18/2017	351.46	351.46	02/27/2017
RE	1046	MCCOY, NATE	2 2017	PER DIEM @ FO 1 INST 1 CAROL STR	02/17/2017	311.10	.00	
RE	1490	DINGES FIRE COMPANY	39427	HELMONT FRONTS-HENRY/BROOKS	02/09/2017	153.87	.00	
RE	1490	DINGES FIRE COMPANY	39573	REPAIR TO TURNOUT BUNKER PANT	02/22/2017	254.64	.00	
Total FIRE:						2,968.23	351.46	
OLICE	152	COMPLETE AUTOWERKS REPAIR SE	8609	REPLACED FUEL PUMP/BATTERY #83	02/13/2017	879.74	.00	
DLICE	152	COMPLETE AUTOWERKS REPAIR SE	8618	MOUNTED/BALANCED 4 TIRES #98	02/13/2017	75.75	.00	
OLICE	150	COMPLETE AUTOWERKS REPAIR SE	8629	TRANS REPAIR ON THE K-9 SQUAD	02/14/2017	335.34	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
OLICE	250	EXPERIAN	CD1710030842	CREDIT CHECK	01/27/2017	27.22	.00	
OLICE	352	IDEOA	2 2017	IDEOA REGISTRATION-HOWELL	02/24/2017	260.00	.00	
OLICE	629	QUILL CORPORATION	4469555	LABELS	02/16/2017	72.28	.00	
OLICE	629	QUILL CORPORATION	4495452	4 CAMERA BATTERY BUNDLES	02/17/2017	25.96	.00	
OLICE	629	QUILL CORPORATION	4506230	CORRECTION TAPE	02/17/2017	46.74	.00	
DLICE	677	SBM STERLING BUSINESS CENTER	347703	CONTRACT #A7311-MXC400P-01	02/22/2017	92.00	.00	
DLICE	801	UNIFORM DEN INC	90934-02	SHIRT FOR OFF GARRISON	02/10/2017	63.22	.00	
DLICE	801	UNIFORM DEN INC	91894	SHIRTS FOR OFF WAKELEY	02/20/2017	106.94	.00	
DLICE	801	UNIFORM DEN INC	92013	8 BADGES	02/10/2017	768.00	.00	
DLICE	819	VERIZON WIRELESS	9780566419	POLICE	02/18/2017	670.86	670.86	02/27/2017
DLICE	924	MUNTEAN, JAKIAH	116-4307727-4413833	REIMB BOOTS	02/07/2017	200.00	.00	
DLICE	1251	JOHN GUILFOIL PUBLIC RELATIONS	737	MEDIALRELATIONS CONSULTANT JUL	07/25/2016	798.00	.00	
DLICE	1513	PRATT, TIM	3785187	REIMB BOOTS	02/07/2017	200.00	.00	
DLICE	1516	NAPWDA	2017 WORKSHOP	REG OFFICER MCWETHY	02/24/2017	275.00	.00	
Total POLICE:						4,897.05	670.86	
BRARY	4	ACE HARDWARE	461484	AA BATTERIES	02/22/2017	5.93	.00	
BRARY	122	CENTURYLINK	2 2017 #0193	DPL #304050193	02/04/2017	197.87	197.87	02/27/2017
BRARY	389	INGRAM LIBRARY SERVICES	97142528	ADULT MTLS	02/03/2017	127.42	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97142528	YOUNG ADULT	02/03/2017	32.97	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97142528	CHILDREN MTLS	02/03/2017	14.40	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97179167	ADULT MTLS	02/07/2017	182.16	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97179167	YOUNG ADULT	02/07/2017	10.16	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97179167	CHILDREN MTLS	02/07/2017	347.77	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97201785	ADULT MTLS	02/08/2017	14.66	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97201785	CHILDREN MTLS	02/08/2017	72.35	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97259674	ADULT MTLS	02/13/2017	221.79	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97259674	YOUNG ADULT	02/13/2017	428.81	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97259674	CHILDREN MTLS	02/13/2017	77.76	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97259675	ADULT MTLS	02/13/2017	180.15	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97259675	CHILDREN MTLS	02/13/2017	10.17	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97301659	ADULT MTLS	02/15/2017	833.86	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97301659	YOUNG ADULT	02/15/2017	22.15	.00	
BRARY	389	INGRAM LIBRARY SERVICES	97301659	CHILDREN MTLS	02/15/2017	64.35	.00	
BRARY	460	LEAF	7168446	LEASE DOCUMENTATION FEE SHARP	02/15/2017	349.38	.00	
BRARY	599	PETTY CASH - JENNIFER KOCH	840-56000159-1-11865	POSTAGE/ITEMS FOR MRS CLAUS EV	02/03/2017	1.40	.00	
BRARY	912	QUALITY CLEANING SERVICE	2 2017 1	JANITORIAL SERVICES 02/10-02/23/20	02/23/2017	679.25	.00	
BRARY	1247	SYNCB/AMAZON	067465000666	DYMO LABELING TAPE	01/30/2017	24.84	.00	
BRARY	1247	SYNCB/AMAZON	067465000666	LEXMARK PRINTER CARTRIDGE	01/30/2017	67.99	.00	
BRARY	1247	SYNCB/AMAZON	135731745628	ITEMS FOR BOOK BAGS	01/23/2017	55.16	.00	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	_ D
LIBRARY	1247	SYNCB/AMAZON	188007949170	BINDERS FOR STORING POSTERS	01/30/2017	129.36	.00	
JIBRARY	1247	SYNCB/AMAZON	277780150243	ITEMS FOR BOOK BAGS	01/18/2017	42.73	.00	
JIBRARY	1247	SYNCB/AMAZON	277782791333	ITEMS FOR BOOK BAGS	01/13/2017	46.80	.00	
JIBRARY	1247	SYNCB/AMAZON	285278746689	YOUTH PROGRAM ITEMS	02/03/2017	82.60	.00	
IBRARY	1514	RHEA, REBECCA F	2 2017	OLD FASHIONED SCHOOL DAYS PRO	02/21/2017	150.00	.00	
Total LIBRARY:						4,474.24	197.87	
IBRARY GRANT	1247	SYNCB/AMAZON	067462969348	TABLE FOR YOUTH PROGRAM	01/23/2017	57.95	.00	
IBRARY GRANT	1247	SYNCB/AMAZON	067465000666	YOUTH PROGRAM ITEMS	01/30/2017	63.55	.00	
IBRARY GRANT	1247	SYNCB/AMAZON	194336087688	BKS/BK CLUB	01/11/2017	6.08	.00	
LIBRARY GRANT	1247	SYNCB/AMAZON	259625479588	BKS/BK CLUB	01/11/2017	6.46	.00	
IBRARY GRANT	1247	SYNCB/AMAZON	285278746689	YOUTH PROGRAM ITEMS	02/03/2017	44.58	.00	
Total LIBRARY GRANT	1					178.62	.00	
IRPORT	555	NICOR	2 2017 #0003 1	AIRPORT HANGAR #4762891000	02/14/2017	93.23	.00	
IRPORT	555	NICOR	2 2017 #0007	1650 FRANKLIN GROVE #29414020007	02/15/2017	101.98	.00	
Total AIRPORT:						195.21	.00	
UBLIC RELATIONS & MA	148	COMCAST CABLE	2 2017 #1225	DIXON ONE #8771103010231225	02/27/2017	197.81	.00	
UBLIC RELATIONS & MA	505	MENARDS	56742	TRIM	02/11/2017	199.69	.00	
JBLIC RELATIONS & MA	505	MENARDS	57164	PLUMBING SUPPLIES	02/16/2017	185.92	.00	
UBLIC RELATIONS & MA	505	MENARDS	57166	PIPE	02/16/2017	88.30	.00	
UBLIC RELATIONS & MA	505	MENARDS	57339	OAK TRIM	02/18/2017	124.95	.00	
UBLIC RELATIONS & MA	505	MENARDS	57516	4" PVC SPIGOT	02/21/2017	6.99	.00	
UBLIC RELATIONS & MA	505	MENARDS	57539	NOCOAT 90 DEG O/S 8'	02/21/2017	13.96	.00	
PUBLIC RELATIONS & MA	505	MENARDS	57541	PREF OAK ED CSG SET 36"	02/21/2017	49.98	.00	
UBLIC RELATIONS & MA	505	MENARDS	57787	4" PVC ELBOWS/SGTRT ELBOW/22 1/	02/24/2017	67.76	.00	
UBLIC RELATIONS & MA	555	NICOR	2 2017 #6943	83 S PEORIA #09782366943	02/17/2017	119.93	.00	
UBLIC RELATIONS & MA	1163	ROYAL PUBLISHING	7846518	IHSA REGIONAL AD	02/08/2017	85.00	.00	
Total PUBLIC RELATIO	ONS & MA	ARKETING:				1,140.29	.00	_
Grand Totals:						465,444.78	2,325.34	

CITY OF DIXON	Payment Approval Report Report dates: 2/27/2017-3/6/2017											Mar 01, 2017			
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 DEPARTMENT OF BUILDING & ZONING 121 W. SECOND ST. DIXON, IL. 61021 PH: 815-288-1403 FX: 815-288-1022

# BUILDING PERMIT REPORT February 2017

NEW SINGLE FAMILY	Hvarre Holdings, LLC	709/711 Yingling Dr.	Hvarre Painting, Inc.
RESIDENTIAL	Bonita Rosenbalm	1617 W. Fourth St.	Supreme Cleaners
ADD/REM/REPAIR	Brian Hendrickson	517 Depot Ave	Self
NON-RESIDENTIAL	Rick Curia	135 North Court	Self, Always Plumbing
ADD/REM/REPAIR	Sbarro	1640 S. Galena Ave.	Retail Construction Services
ROOF	Christine O'Brien Kurt Quaglia Keiko Thornton John Farster John Dziedzic Vicky Gugerty Betty Sensenig	937 N. Dement Ave. 717 W. First St. 914 N. Hennepin Ave. 1107 W. Fourth St. 904 Walnut Ave. 920 Cooper St. 626 N. Brinton Ave.	Gibler Construction Self J & L Home Improvement B. Jenkens Construction Self Heiderscheit Construction Self
SIDING/WINDOWS	Pam Weigle	304 Ferris St.	Window World
	Northridge Properties	100 N. Peoria Ave.	Self
	Bert Epps	310 Spruce St.	Window World
GARAGES	Mike Willstead	304 W. Chamberlin St.	Self
	Toby Hawbaker	706 Palmyra Ave.	Self
UTILITY SHEDS	Aaron Harden	403 E. Seventh St.	Self
FENCE/RETAINING WALLS	Liz Ruckman	306 Devonshire St.	River City Fencing
	Ben Camry/Rebecca Dickey	813 Jackson Ave.	Self
	Jim Olsen	817 Assebmly Pl.	Sterling Fence
SIGN/TEMP SIGNS	Sauk Valley Properties	335 W. Everett St.	Turnroth Signs
ELECTRICAL	Kristen Finn Erna Lane Renee Higley Ken Stover Mitch Tucker Scott Weber Keith Larson	1214 Ann Ave. 922 Sheridan Ave. 1423 W.Third St. 219 Steele Ave. 515 N. Hennepin Ave. 303 Sherman Ave. 111 Logan Ave.	Dennis Electric Brian Hackbarth Brian Hackbarth Schmall Electric Brian Hackbarth Lee County Electric Self

TOTAL PERMITS ISSUED 29

TOTAL PERMIT FEES \$3,045.00

TOTAL CONSTRUCTION COSTS \$529,264.00

Jane Haws, Administrative Assistant



# **COUNCIL ACTION FORM**

Date: March 6, 2017
Presented By: O'Donnell

Subject: Approve CBA with IAFF Agenda Item: 14-A

# Description:

A tentative agreement has been reached with IAFF Local 1943. The agreement includes the following:

- 1. General wage increase of 2.5% in each of the three years of the contract.
- 2. Increase is employee insurance contribution for single plans. Current employees will be stepped in 2.5% over three years. New employees will contribute 7.5% at date of hire.
- 3. Inclusion of insurance committee language.
- 4. Revision of holiday pay where current employees will receive 7.5% of their previous year's wages or the amount they received for 2016 or 2017 which ever is greater. New employees will receive 7.5% of their previous year's base wages.
- 5. Revision of grievance, leave of absence, and sick leave language to create uniform language across all union contracts.

# **FINANCIAL**

Is this a budgeted item? YES	NO
Line Item #:	Γitle:
Amount Budgeted:	
Actual Cost:	
Under/Over:	
Funding Sources:	
Departments:	
Is this item in the CIP? YES N	O CIP Project Number:

# **COUNCIL ACTION FORM**

Any previous Council actions:	
Action	Date
Recommendation:	
Approve the CBA with IAFF Local 1943.	
Required Action	
ORDINANCE RESOLUTION MC	OTION ✓ NO ACTION REQUIRED
ORDINANCE RESOLUTION WC	TION NO RETION REQUIRED
Additional Comments:	
	d. There may be some minor revisions that will not
affect the terms of the agreement.	
MOTION BY:	SECONDED BY:
TO approve the Collective Bargaining Agreeme	ent between the City of Dixon and IAFF Local 1943.

# **CITY COUNCIL VOTES**

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					

# **AGREEMENT**

between

CITY OF DIXON, ILLINOIS

and

# DIXON FIRE FIGHTERS ASSOCIATION LOCAL 1943

May 1, 2016, to April 30, 2019

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#### ARTICLE I

#### **PREAMBLE**

This Agreement entered into by the City of Dixon, Illinois, hereinafter referred to as the Employer, and, Dixon Fire Fighters Association Local 1943, hereinafter referred to as the Union.

Its purpose is the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

#### ARTICLE II

#### RECOGNITION

The City hereby recognizes the union as the sole and exclusive representative on such matters relating to wages, hours and working conditions upon which it may lawfully bargain collectively for all uniformed employees of the Dixon City Fire Department, excluding the Fire Chief and Deputy Chief.

If at any point the City does not fill the position of Deputy Chief for a time frame exceeding 90 days, either due to restructuring or lack of funding, the parties agree that the classification of Captain will be included in this contract. The matter of wages, rates of pay, hours of labor, and all other terms and conditions of employment for Captains are included herein as a result of bargaining. However, Captains shall be recognized by the parties as supervisors and outside the purposes listed above, shall have no rights under this agreement. It is recognized that they represent the City as supervisors and shall have no rights under this contract to enter a grievance against the City of their own behalf or on the behalf of others.

#### **ARTICLE III**

# **NO DISCRIMINATION**

#### Section 3.1 Non-Discrimination

The parties to this Agreement do pledge and agree that there will be no discrimination against any employee, or prospective employee, by reason of his race, creed, color, gender or national origin; and that they will mutually work to give effect to the spirit and the letter of all obligations resting upon them as responsible participants in the community and nation, whether these obligations be ethical, moral or legal.

#### Section 3.2 Duty of Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. The Union's duty of fair representation shall be carried out in conformity with the standard set forth in Section 10(b)(1) of the Illinois Public Labor Relations Act or a subsequent legal standard adopted by the courts or administrative agencies with jurisdiction over Illinois labor organizations.

#### **ARTICLE IV**

#### **MANAGEMENT RIGHTS**

#### Section 4.1 Management Rights

Except as limited by the terms and provisions of this agreement, and the authority granted by the applicable Illinois Statutes, the City retains all traditional rights to manage and direct the affairs of the City as authorized and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations, consistent with all rights and authority possessed by the City prior to the execution of this agreement. These rights and authority include, but are not limited to, the following:

To plan, direct, control and determine all the operations and services of the City; to determine the City's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of City affairs; to hire all employees and to establish the qualifications and standards for employment as authorized by law, to schedule and assign work; to promote as authorized by law, evaluate employees within the City; to establish work and productivity standards and, from time to time, to change those standards; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies, to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change, relocate, modify or eliminate existing methods, equipment or facilities; and to determine whether services are to be provided by employees covered by this agreement.

It is specifically provided, however, that the exercise of any of the above rights shall not conflict in any way with any of the terms of this agreement or the duties established by the IPLRA.

#### Section 4.2 Rules and Regulations

The City shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the Fire Department and the morale of its members in the prosecution of its business.

These rules and regulations must be posted. Posting shall constitute notice to the employees of the rules. The reasonableness of any rule promulgated by the City is subject to adjudication through the grievance procedure.

There shall be no ex post facto implementation of rules; and further, they shall not be in effect until they have been posted for at least seventy-two (72) hours.

#### **ARTICLE V**

# **UNION SECURITY**

### Section 5.1 Dues Deduction

The Employer agrees to deduct the Union membership initiation fee and, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the fifteenth (15th) of the succeeding month, or such other date as shall be mutually agreed upon.

The Union shall hold and save the City harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

# Section 5.2 Fair Share Fee Deductions

Any employee who is not a member of the Union as outlined in ARTICLE I of this agreement shall be required to pay a proportionate share (not to exceed the amount of Union dues) of the cost of the collective bargaining process contract administration and pursuing matters affecting wages, hours and conditions of employment. All Firefighters and Firefighter/Paramedics hired on or after the effective date of this agreement and who have not made application for membership shall, on or after the thirtieth (30) day following their respective dates of appointment, also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall be equivalent to the uniform monthly dues and/or assessment(s) paid by a member to the Union, less that portion of said dues and assessment(s) which are or may be used for political purposes.

The Union shall annually submit to the City a list of the employees covered by this agreement who are not members of the Union and an affidavit which specifies the amount of fair share fee to be deducted starting with the next pay check. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee shall be uniform for each employee subject to the obligation to pay fair share fee. The City shall take the fair share from the wages of those employees listed as non-members in the amount previously certified to the City by the Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction. The Union may change the fixed uniform dollar amount of the fair share fees once each year during the life of this Agreement. The Union will give the City thirty (30) days

notice of any change in the amount of fair share fees to be deducted.

# Section 5.3 Involuntary Deductions

In the event that an employee fails to voluntarily sign a check off authorization, or if an employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall make an involuntary deduction from the wages of the employee in the amount previously certified to the employer by the Secretary Treasurer of the Union and forward such sums to the Union.

### Section 5.4 Objections on Religious Grounds.

The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to an agreeable nonreligious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a nonreligious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

# Section 5.5 Objections on Other Grounds.

Any nonmember making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration.

### Section 5.6 Indemnification

The Union shall indemnify and hold harmless the Employer against any and all claims, suits or judgments brought or issued against the Employer as a result of any action taken pursuant to the check off provision, including any costs incurred by the Employer arising from challenges to the fair share fee amount provided, that the Employer has not promoted or instigated such challenge.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Union agrees to defend such action, at its own expense and through its own counsel provided:

A. The Employer gives immediate notice of the action in writing to the Union, and permits the Union intervention as a party if it so desires, and

B. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both and all-appellate levels.

#### **ARTICLE VI**

# **HOURS OF WORK**

## Section 6.1 Regular Hours of Work

- A. The practice in effect regarding the hours of work, the scheduling of work, and all other matters relating to the work week and the work day shall be continued as they exist on the date of the execution of this Agreement, for the life of this Agreement, except by mutual agreement.
- B. The regular work day and work week for employees shall be twenty four (24) consecutive hours of work beginning at 0700 followed by forty eight (48) consecutive hours off.

#### Section 6.2 Overtime Hours

Employees ordered to work any hours on duty in addition to the regular hours, as defined in this Article, shall be considered overtime hours subject to the overtime rates as provided in this Agreement.

# Section 6.3 Compensatory Time

Employees may "bank" compensatory time at a rate of one and one-half (1 1/2) times of the employee's overtime hours. Compensatory time accumulation will not exceed sixty (60) hours, however, an employee may maintain a balance of sixty (60) hours by depositing more compensatory hours in his/her accumulation bank. Hours can be utilized in increments of one (1) to twenty-four (24) hours, only when there are full shifts. Twenty-four (24) hours of compensatory time may be carried over from April to May. Hours carried over into May, will be paid at the rate applicable when the compensatory time was earned.

# Section 6.4 Kelly Days

A. Employees assigned to 24-hour shifts shall receive one 24-hour shift off without pay every 45 calendar days or 15 duty days reducing the normal workweek to an average of 52.27 hours. The Kelly Day shall include 12 hours from each 22.5-day work cycle. An employee will not be scheduled to work more than 168 hours in this 22.5-day work cycle.

If at any point the City does not fill the position of Deputy Chief for a time frame exceeding 90 days, either due to restructuring or lack of funding, the parties agree that employees assigned to 24-hour shifts shall receive one 24-hour shift off without pay every 54 calendar days or 18 duty days reducing the normal workweek to an average of 52.88 hours. The Kelly Day shall include 12 hours from each 27-day work cycle. An employee

- will not be scheduled to work more than 204 hours in this 27-day work cycle.
- B. Kelly Days may be traded between firefighters, provided such trades are between members of the same shift. Kelly Day trades shall not result in the payment of overtime.
- C. Kelly Days will supersede vacation days and personal days. No employee from the same shift can schedule a vacation day or a personal day on a Kelly Day.
- D. A Kelly Day that falls on a day that another employee, on the same shift, is absent; that employee may "bank" their time as Flex Time, with the approval of the Chief or his designee.
- E. An employee that is away for training, 24 hours, on their Kelly Day may "bank" their Kelly Day time into Flex Time. An employee who's Kelly Day falls on training, has the option of returning to work after training. If the employee chooses to do this, they will receive twenty-four (24) hours of Flex Time. If the employee chooses not to return to work on their Kelly Day, they shall receive hour for hour, including travel time, of Flex Time for their time away at training.

# Section 6.5 Holidays

The parties recognize the difficulties imposed upon the community and the Administration of the services rendered by the Fire Department by Holidays being taken as time off and paid for.

Therefore, in lieu of this practice and in its stead, additional compensation shall be paid to each employee in the following manner:

- (a) For employees hired prior to contract ratification, an amount equal to seven and one half percent (7 ½%) of the employees annual gross earnings for the prior calendar year whether or not the employee works on the recognized holidays. Holiday pay shall be paid on or before the first payroll period after May 1<sup>st</sup>. Employees hired prior to contract ratification shall receive as holiday a minimum of seven and one half percent (7 ½%) of the employees annual gross wages for 2017 unless the amount earned in 2016 was greater in which case 2016 shall be the aggregate earnings used to calculate the same. Sean Wagner and George Markel shall have their 2016 annual gross wages for purposes of holiday pay adjusted up to the next lowest employee, not including Wagner and Markel.
- (b) For employees hired on or after contract ratification an amount equal

to seven and one half (7 ½%) of the employees annual base earnings (e.g. not including overtime, allowances, holiday pay) for the prior calendar year whether or not the employee works on the recognized holiday. Holiday pay shall be paid on or before the first payroll period ending after May 1<sup>st</sup>.

(c) It is the intent of the parties that the compensation is "salary" for pension purposes as provided by Department of Insurance Regulations 4402.35(c).

#### Section 6.6 Flex Time

Flex Time is time off given to a firefighter, which is pre-approved by the fire chief. Flex Time can be issued for items such as non-mandatory training, seminars, or conferences. If a firefighter is moving to a different shift, the firefighter must have at least 48 hours off prior to starting his new shift. If however, the firefighter agrees to start a new shift earlier than 48 hours, 24 hours of Flex Time will be given to the firefighter. Flex Time can also be offered for any other department activities or functions where the Chief deems it necessary.

Flex Time will be given on an hour for hour basis.

Flex Time cannot supersede Vacation Days, Personal Days, Kelly Days, or Comp Time. There is no maximum amount of Flex Time that can be banked, however, it cannot be traded in for financial compensation. Flex Time can be taken in one-half (1/2) hour increments up to a maximum of 24 hours per shift.

#### Section 6.7 Shift Change

Any change to an Employee's work shift shall require fourteen calendar days notice. Date of posting is day one (1).

#### **ARTICLE VII**

### **SICK LEAVE**

# Section 7.1 Sick Leave Covered by Workers Compensation

Employees who have at least one year service with the City and are absent from work for an illness or injury sustained while in the performance of their duties and which qualifies for Worker's Compensation payments may elect to receive their full regular salary. This benefit shall be available to the employee for a period of absence of up to a maximum of four months. An employee who elects this benefit shall remit to the City the portion of monies received from the Worker's Compensation claim given to compensate the employee for lost wages. In no instance shall the employee's total pay for the period of leave be in excess of their regular earnings the employee would have received had the employee not been on worker's comp leave. Once the benefits described in this paragraph have been elected by an employee, that employee must return to regular work status with the City for a minimum of four months before benefits under this article are again available.

# Section 7.2 Regular Sick Leave

Employees shall receive 288 hours of sick leave annually, which shall accrue bimonthly and in hourly increments, and may be used for illness or injury of the employee or the employee's household family members. Such leave shall be without a reduction in pay and shall be paid at the employee's straight time rate of pay. Sick leave shall not apply to illness or injury due to a City of Dixon work related injury covered by the Public Employee Disability Act, injury covered by worker's compensation, illness or injury from self-employment activities, or illness or injury sustained from work for another employer. All employees covered under this agreement as of the effective date (date of ratification) of this Agreement shall be credited with 984 hours of sick leave, which shall be the maximum number of sick leave hours which shall be allowed to accumulate. Employees hired after the effective date of this agreement shall begin to accumulate sick leave at the rate set forth above.

# Section 7.3 Use of Sick Leave

Employees may use sick leave in increments of a half an hour. Employees shall notify their immediate supervisor as soon as reasonably feasible of their intention to use sick leave and the expected duration. For employees using sick leave for a period in excess of 3 shifts the City may require the employee to furnish medical evidence in the form of a licensed medical physician stating extent and probable duration of the illness.

### Section 7.4 Notification

It is understood and agreed that an employee making application for, or receiving benefits under this Article may be required to undergo a physical examination by a physician designated by the City in order to verify the disability. It is further agreed that an employee making application for, or receiving benefits under this Article releases any physician having knowledge of his illness or injury to supply the City with such information. The City shall bear the cost of any such examination it requires an employee to take.

### Section 7.5 Family Sick Leave

A member may take up to twenty-four (24) hours, in one (1) hour increments, off during a calendar year for a household family illness/injury at anytime. This time will count against the employees sick time leave, section 7.2 or 7.3. Use of this section will not count against employees Good Attendance Incentive, section 7.7.

#### Section 7.6 Good Attendance Incentive

If a member, including probationary members with a minimum of six (6) months of service, has not taken any sick time off as provided in the current agreement during the City's fiscal year, that member shall receive a bonus of two hundred dollars (\$200.00). If a member utilizes only one (1) shift of sick time during the City's fiscal year, that member shall receive a bonus of one hundred dollars (\$100.00). Bonuses will be paid by June 1st of the next fiscal year

#### ARTICLE VIII

# **LEAVE OF ABSENCE**

# Section 8.1 Eligibility Requirements

An employee shall be eligible to apply for a leave of absence after one (I) year of service with the Employer. The maximum duration of time which may be requested or granted for a leave of absence is six months. Any period of leave allowed under an approved leave of absence shall be without pay or fringe benefits unless this Article or other provision of this Agreement expressly states that the benefit will be available to an employee on a leave of absence.

### Section 8.2 Application for Leave

All requests for a leave of absence shall be submitted in writing by the employee to his immediate supervisor or their designee. The request shall state the basis for the leave of absence, the proposed start date for the leave and the length of time being requested. A request for a leave of absence shall be answered by the City Manager as soon as is practical. A written approval or denial of the request shall be delivered to the employee by the City Manager and, if denied, shall state the basis for the denial.

#### Section 8.3 Basis for Approval or Denial

Leaves of absence may be granted by the City for any purpose determined to be reasonable. When evaluating the reasonableness of a leave of absence the reviewing administrator shall take into consideration the following factors:

- a. Whether the purpose for the leave is reasonable under the circumstance.
- b. The job duties of the individual requesting the leave and whether such duties can be reasonably performed by other or temporary employees.
- c. The length of the leave requested by the employee.
- d. Whether the leave of absence would unduly burden the operations of the City.
- e. Any other factors the Employer determines to be relevant under the circumstances

# Section 8.4 Return to Work After Leave of Absence

Upon the expiration of a leave of absence an employee shall be returned to the position they held at the time the leave of absence was granted, provided the position still exists and the employee has the skills and physical ability to perform the job. The leave of absence shall not be considered a break in service for the

accrual of seniority or length of service with the employer. The employer may request a certification from a physician stating the employee is fit to perform their job duties upon return from a leave of absence which was taken for medical purposes.

If the same position the employee held prior to the leave of absence no longer exists, the employee shall be placed in any open position in the employee's former department which the employee is qualified to hold. If the position is no longer open due to a reduction in force instituted by the City for economic reasons, then the employee returning from the leave of absence shall have the same seniority rights as if the employee had not been on a leave of absence. In such circumstance, the City may RIF the position, and keep a junior employee in the position until such time the employee on the leave of absence returns. If no position is available, the employee shall have rights to recall to any open position which comes available for which the employee is qualified for a period of one year from the time the leave of absence commenced. An employee with the physical fitness and capacity and seniority to perform the job shall be returned to whatever position his seniority entitles him.

<u>Section 8.5 Bereavement Leave</u>. Employees working under this agreement shall receive bereavement leave as follows:

- 1. Up to five consecutive days bereavement leave, with pay for all regularly scheduled work days in that five-day period, shall be allowed, if necessary, in case of death of a parent, sister, brother, spouse or child (including step relatives).
- 2. Up to three consecutive days bereavement leave, with pay for all regularly scheduled work days in that three-day period, shall be allowed, if necessary, in case of the death of a grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law.
- 3. To qualify for bereavement pay the employee must actually attend the funeral of the above mentioned relative.

Section 8.6 Jury Duty: An employee is entitled to be absent from work for the performance of Jury Duty without loss of pay. The employee shall notify his or her immediate supervisor when summoned for jury duty and inform the supervisor of the scheduled dates and times the employee is required to appear for jury duty. The employee shall be paid at their regular rate of pay on the days and for the periods of time the employee was otherwise scheduled to work when performing jury duty. The hours paid for jury duty shall not be used for the determination of overtime. Any compensation received by the employee for jury duty during a work shift shall be reimbursed to the City. If the employee is

released from Jury duty and there remains four or more hours on their regular work shift, they shall report to work after being released from jury duty.

# Section 8.7 Military Leave

In addition to any other paid leaves of absence, any employee who is a member of the reserve forces of the United States or of this State shall be paid in accordance with applicable laws. (USERRA 38 U.S.C. 4301-4335 Uniformed Service and Re- employment Rights Act and 5 ILCS 325/1, et seq.)

# Section 8.8 Pregnancy Leave

The Employer will follow Illinois Human Rights Act (775 ILCS 5/2.102).

# Section 8.9 Personal Time Off

A non-probationary employee will be allowed two (2) personal days per contract year. These days shall be two twenty-four (24) hour days. These twenty-four (24) hours may be split into four (4) twelve (12) hour periods. If these days are not used, they will be paid for in cash on the anniversary date of this Agreement. On a case by case scenario, the Chief or his designee, may allow an employee to use up to twenty-four (24) hours of Personal Time that may incur overtime. In the event of any conflict, the employee with greatest seniority shall have first claim on any date.

#### **ARTICLE IX**

# **VACATIONS**

#### Section 9.1 Vacation Leave

Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements: (Employees have the option to use two (2) vacation days in twelve (12) hour increments.).

#### Vacation leave shall be credited as follows

After completing 1 year of service	5 Shifts
After completing 5 years of service	6 Shifts
After completing 10 years of service	9 Shifts
After completing 15 years of service	12 Shifts

# Section 9.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's vacation period. Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period. The vacation pay shall be fifteen (15%) percent of the monthly pay.

#### Section 9.3 Scheduling Vacation Leave

The practices as of the date of execution of this Agreement with respect to the selection and allocation of vacation periods shall be continued for the duration of the Agreement except that a vacation may be scheduled any time operations permit during the calendar year. It is agreed that one man on vacation from a given shift at a given time is not an operational impediment. Vacation days shall supersede personal days. All vacation leave shall be used by the end of the employee's year; otherwise said leave will be forfeited. Personnel that have already selected their vacation leave when a shift change takes place, may take the day before or after the day selected prior to the shift change. From time made available for vacation use, vacations may be scheduled in unlimited one-day increments. After an employee has their vacation day placed on file for 2 weeks, that employee is guaranteed that vacation day.

# Section 9.4 Work During Vacation Period

Vacations must be taken and cannot be accumulated from year to year. However, any employee who has ceased work and who has begun a scheduled vacation and who, by reason of an emergency requiring his services, is requested to and does work during his vacation period shall be paid for all hours at a rate of time and one half (1 1/2) his regular rate of pay. In addition, any remaining scheduled vacation (with pay) shall be rescheduled to a future period. The Firefighter or Officer also has the option of coming in while on vacation.

# Section 9.5 Separation from Service

Any employee who resigns from the Fire Department must give not less than two (2) weeks written notice in order to be eligible to receive his accumulated vacation pay.

#### **ARTICLE X**

# **WAGES AND RATES OF PAY**

### Section 10.1 Wage Schedule

Members shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix A". The attached wage schedule shall be considered a part of this Agreement. Internal Revenue Code regulation 125 shall be applied.

# Section 10.2 Lieutenant Differential

The Classification of Lieutenant shall receive a differential of 6% above the classification of firefighter.

If at any point the City does not fill the position of Deputy Chief, for a time frame exceeding 90 days, either due to restructuring or lack of funding, the Lieutenants' stipend shall be an 11% differential. Any member advancing to the rank of Lieutenant shall receive the wage increase of his new classification upon promotion.

# Section 10.3 Captain Differential

The classification of Captain shall receive a differential of 15% above the classification of Firefighter Year 6. Any member advancing to the rank of Captain shall receive the wage increase of his new classification upon promotion.

# Section 10.4 New Hires

- A. No member hired or appointed shall be paid less than the starting rate for the classification of Firefighter. It is understood and agreed, however, that the City may employ a new member in that classification at any bi-weekly salary higher than the starting rate at its sole pleasure so long as the amount coincides with a given step in the progression.
- B. It is agreed that the training and progression time for the Firefighter classification shall be six (6) years.
- C. Wage progression step dates shall be May 1 and November 1 regardless of date of entry into the step and increases granted there under shall be effective on those dates. Any employee who is absent from active employment for more than one half (1/2) of the work days in any step may not be advanced to the next step until he has remained on his present step through the next progression date.

# Section 10.5 Straight Time Hourly Rate.

The regular and basic hourly rate of pay shall be determined and computed by dividing the employees' annual salary by the scheduled annual hours of duty to which the employee is assigned.

# Section 10.6 Holiday Rate

See section 6.5

#### Section 10.7 Overtime Rate

Time and one-half (1 1/2) the employee's regular hourly rate of pay, as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- A. All work performed in excess of twenty-four (24) hours in any work shift,
- B. All work performed in excess of fifty-two point twenty seven (52.27) hours in any workweek,
- C. An employee required to report to work before the start of his regular shifts shall not be sent home early, but shall be given the opportunity to complete his regularly assigned work shift.

#### Section 10.8 Call Time

An employee who has actually left work at the conclusion of his regular shift of work and who is called back to work shall be given a minimum of two (2) hours work or pay at the applicable rate.

# Section 10.9 Educational Reimbursement

An employee shall be eligible for reimbursement for the cost of tuition and books for instruction received at an accredited college or university which is fire related.

Each request for reimbursement shall be approved by the Fire Department Chief prior to the beginning of instruction. Such approval shall not be unreasonably denied.

Approved reimbursement shall be paid only after successful completion, grade C or better, of the class and submission of proper documentation (receipt, canceled check, etc.).

Reimbursements shall not be made if any employee receives reimbursement from other sources.

Approved reimbursements shall be for books and tuition and shall not exceed two thousand dollars (\$2,000.00) per fiscal year per employee with a maximum of ten thousand dollars (\$10,000.00) per year for the department. Disbursement will be on a first come first served basis.

# Section 10.10 Educational Pay

The City agrees that any employee who has achieved a Bachelor's Degree shall receive a yearly bonus of five hundred (\$500.00). Payment will be on the first pay period in January. Education pay is subject to pension fund contribution.

# Section 10.11 Paramedic Pay

All currently certified Paramedics in the Fire Department shall be paid a premium of eight percent (8%) of Firefighter Year 6 and added to his wages and be subject to pension fund contributions.

# Section 10.12 Court Time

An employee called to testify in court by reason of his employment shall be paid a minimum of two (2) hours or his actual time, whichever is greater, at their overtime rate, Section 10.7.

#### **ARTICLE XI**

### **SENIORITY**

### Section 11.1 Definition

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

### Section 11.2 Seniority Lists

Once each year the Employer shall post on all bulletin boards a Seniority List showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The Seniority List shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

### Section 11.3 Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for a just cause, and retirement.

#### Section 11.4 Probation Period

- A. New employees shall be added to the seniority list one (1) year after their date of hire in the Fire Department.
- B. During this period of probation, no grievance may be filed by such employee, or on his behalf, regarding his discharge or other discipline.
- C. Any employee may be discharged during their probationary period without cause at the sole discretion of the City.

#### Section 11.5 Lay-off and Re-call

A. Lay-off. The City, in its discretion, shall determine it is necessary to layoff employees for bona fide reasons, employees shall be laid off in inverse order of seniority as provided in Illinois Statutes, (65 ILCS 5/10-2.1-18) (from Ch. 24, par. 10-2.1-18). Before laying-off any bargaining unit employee, The City will provide to the Union and Employee(s) thirty(30) days advance notice of its intent to layoff employees. The city agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not delay the layoff. The City will not use any POC's or Volunteers as long as there is any member of the

bargaining unit laid off. No new employees shall be hired to a full-time bargaining unit until all employees on the recall list who are qualified to perform the necessary work have been recalled. The City will be responsible for maintenance of the employees' paramedic license, either during layoff or upon their return from layoff.

B. Re-calls. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified (i.e., physically and mentally) to perform the work to which they are recalled. The employer has the right to subject the employee to an entry level physical and mental exam prior to being recalled, paid by the City and examined by the City's physicians.

Employees who are eligible for recall shall be given thirty (30) calendar days notice of recall and notice of recall shall be sent to employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within five (5) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations my mailing the recall notice by certified mail, return receipt requested, signature of addressee only, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice and/or if an employee fails to report for work at the time prescribed in the notice of recall, then their name shall be removed from the recall list and his seniority shall be terminated for all purposes.

Employees shall be on a Recall list for a maximum 48 months. If the employee is not recalled within the forty- eight (48) months, their employment with the City of Dixon will be terminated.

#### **ARTICLE XII**

# **PROMOTIONS**

### Section 12.1 General

Promotion to the ranks of Lieutenant and Captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act, 50 ILCS 742 (hereinafter the "Act"). Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

# Section 12.2 Eligibility

- A. A candidate must have five (5) years of employment with the Dixon Fire Department to be promoted. A candidate with less than five (5) years may still take the exam and be placed on the promotional list. Once the candidate obtains his/her five-year mark, they cannot be passed over.
- B. Firefighters must be certified to a minimum of Fire Officer I within five (5) years of accepting the position of Lieutenant.
- C. All applicants taking a promotional exam shall be Fire Officer I, or FO I Provisional, prior to taking the exam.

#### Section 12.3 Weights and Points

The placement of employees on promotional lists shall be based on the points achieved by each candidate on the promotional examinations.

A. Weights are as follows

Oral – 30%

Merit – 40%

Written - 30%

- B. Seniority Points- one point per year of service, up to a maximum of 10.
- C. Educational Points –Educational Points will be added to the candidates final score of all testing. Educational points must be turned into the Police and Fire Commission within the time allowed, which will be determined by the Police and Fire Commission. A maximum of ten (10) educational points will be allowed. Points may be reused for promotions to Captain. Classes will be evaluated, added, or deleted during future contract negotiations.

# Education Points are as follows

One-half (1/2) point for the following certifications:

Saving our own, Juvenile Fire Setter, HazMat IC, Watercraft Technician.

One (1) point for the following certifications:

Fire Apparatus Engineer, Tactics & Strategy II, Instructor II, RIT: Under Fire, Management III, Management IV, F.A.S.T, HazMat Technician A, HazMat Technician B, Technician, Rope Rescue Operations or Technician, Confined Space Operation or Technician, Trench Rescue Operations or Technician, Water Rescue Operations, Fireground Company Officer School, Fireground Command Officer School, Inspector I, Inspector II, Arson Investigator III, Fire Safety officer

Three (3) Points for Associate's Degree in Fire Science or Related.

Six (6) points for a Bachelor's Degree in Fire Science or Related.

\*Office of the State Fire Marshal, IFSI or National Fire Academy requirements must have been met for all applicable classes/certifications.

#### ARTICLE XIII

# **GRIEVANCE AND ARBITRATION**

#### Section 13.1 Definition

A grievance is defined as an allegation by an employee, or the exclusive bargaining representative on behalf of an employee, that the City has violated a provision of the collective bargaining agreement. All formal grievances shall be processed in accordance with these grievance procedures. The parties acknowledge that the informal resolution of disputes is appropriate in certain circumstances and that resolution of problems at the lowest possible level is in the best interests of both parties, therefore, nothing herein shall prohibit the City and Union from informally discussing and resolving disputes under the contract.

#### Section 13.2 Procedure

# Time Limits and Grievance Steps

- A. The Grievance: All grievances to be processed under this Article shall be presented in writing. The grievance shall state: the name of the grievant; the Article and Section of the Agreement alleged to have been violated; the date of the occurrence which gave rise to the grievance; and, a description of the occurrence. The grievance shall be signed by the grievant or their representative, dated and present to the grievant's immediate supervisor.
- B. Time for Filing: The written grievance must be presented to the immediate supervisor within ten business (10) days of the date the grievant knew, or with the exercise of reasonable due diligence should have known, of the occurrence which gave rise to the grievance. For grievances where the alleged violation is an action taken at any public meeting pursuant to the Open Meetings Act, the time limit for filing a grievance shall be ten business (10) days after such meeting. If a grievant should fail to advance a grievance through the steps within the proscribed time limits, the grievance shall be barred. Should any administrator fail to respond within the time limits proscribed, the grievant shall be allowed to advance the grievance to the next step. Time limitations may be extend by mutual written agreement. The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.
- C. There shall be four (4) steps in the grievance process and the grievance shall be processed in the order of the steps unless the parties mutually agree in writing that a grievance should be initially filed a level higher than level 1. Once a grievance has been acted upon at any level of the

grievance process, no new alleged violations may be added. A grievance may be withdrawn by the grievant at any step. Any resolution of the grievance during the grievance processed shall be reduced to writing and signed by the parties.

D. Employees shall have the right to have a union representative of their choice accompany them through the grievance procedure. The employee shall identify the representative prior to the initial Step I meeting.

#### E. Grievance Steps:

STEP 1: Department Head: The employee shall initially present the grievance to the appropriate Department Head or their designee. The Department Head or designee shall schedule a meeting with the employee and the union representative to discuss the grievance and shall respond to the grievance in writing within five (5) business days. A copy of the response shall be provided to the Union.

STEP 2: City Manager: If the grievance is not resolved at the STEP 1 level, the grievant may proceed to STEP 2 by giving notice to the City Manager within five (5) business days after the receipt of the Department Head's response. The City Manager shall schedule a meeting within ten (10) days of receipt of the notice with the employee and the union representative. The City Manager shall provide a written response within ten (10) business days following their meeting. A copy of the response shall be provided to the Union.

STEP 3: City Grievance Committee: If the grievance is not resolved at the STEP 2 level, the grievant may proceed to STEP 3 by giving notice to the Mayor within five (5) business days after the receipt of the City Manager's response. The City Grievance Committee consisting of two members of the City Council and one member of the Police and Fire Commission, shall hear the grievance within ten (10) business days of receipt of the grievance and shall provide a written response within ten (10) business days following the STEP 3 meeting. A copy of the response shall be provided to the Union.

STEP 4: Arbitration: If the grievance remains unresolved within ten (10) business days after the reply of the City Council or its Committee, the grievant, with the consent of the Union, may invoke arbitration.

#### Section 13.3 Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within ten (10) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators or American Association of Arbitrators and are residents of Illinois, Wisconsin or Indiana. Both the employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike One (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

## Section 13.4 Authority of the Arbitrator

The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with issues of contract interpretation or application submitted to him and appealed to arbitration, and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the fact of the grievance presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

# Section 13.5 Expenses of Arbitration

The fees and expenses of the arbitrator shall be borne equally by the employer and the union. However, each party shall be responsible for compensation of its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

# Section 13.6 Processing and Time Limits

Grievances may be investigated and processed during working hours by union stewards, representatives and grievance committee members, provided such activities do not interfere with the normal operations of the Fire Department.

The time limits set forth in this Article may be extended by mutual written consent of the parties.

The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

# Section 13.7 Processing Grievances

Employees selected by the union to act as union representatives shall be known as "Stewards". The names of the employees selected as Stewards, and other union representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the employer by the union.

Any union representative, whose participation, in grievance meetings held pursuant to the provisions of this Article, if necessary shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which does not interfere with City operations.

#### **ARTICLE XIV**

### HEALTH INSURANCE and DEATH BENEFITS

### Section 14.1 Plan Options

The City agrees to offer health and welfare coverage benefits for each full time employee. The City reserves the right to change carriers, self-insure, introduce or eliminate insurance plans so long as the new coverage and benefits, including co-payments, deductibles, co-insurance and out of pocket maximums, remain substantially similar to the Summary Plan Descriptions located in Appendix B.

### Plan Options.

Employees shall have the option to enroll in one of two Plan Options:

- 1) Plan D- Preferred Provider Organization (PPO).
- 2) Plan E- High Deductible Health Plan (HDHP) and Health Savings Account (HSA).

### Section 14.2 Sharing of Insurance Premium Costs

The applicable premium costs for providing the health insurance benefits provided for under Plan Option D or E shall be shared between the City and the employees as designated in Appendix B.

### Section 14.3 HSA Option

The savings in premium costs resulting from employees selecting the High Deductible Health Plan shall be shared between the City and the employee. The City will contribute to the employee's health savings account in the amounts designated in Appendix B.

# Section 14.4 Insurance Committee

The City will institute a health insurance review committee to assist the City in the review of health insurance alternatives. This committee shall be comprised of 4 representatives from the City and 4 representatives of City employees. Employees represented under this agreement shall have a representative of their choice as a member of the committee. The committee shall meet on a quarterly basis and such additional times as needed to review the City's health benefit

package, discuss and propose possible modifications to the benefits and recommend changes to the City Council. Recommendations from the committee shall only be made in the event the majority of the committee members vote to approve the change. Any changes to the benefit plan recommended by the committee shall be considered to satisfy the provisions of this Article which requires the plan benefits to remain substantially similar whenever a change is made. The health insurance review committee shall not have the power to recommend changes to the City Council regarding the following: the percentage of premiums paid by the employer or employees, deductibles or out of pocket maximums.

## Section 14.5 Affordable Care Act (ACA)

It is understood and agreed that the City may make necessary changes to the health benefits provided under this Agreement so such coverage will (1) comply with the ACA and any other federal or state health care laws; (2) not result in the imposition, directly or indirectly, of an excise tax for high cost coverage (Cadillac Tax) under the ACA or any similar state or federal legislation or regulation; and (3) to ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care laws. If such changes are deemed reasonably necessary by the City, the City will provide the Union with written notice and an opportunity to discuss the changes, provided such discussions shall not operate to delay the City's implementation of such changes. If the Union takes any action to prevent the implementation of the changes under this paragraph and the City is required to pay an excise tax or penalty under the ACA or any similar state or federal legislation or regulation for any coverage option, than the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/ penalty paid by the City.

#### Section 14.6 Alternate Medical Benefits

Nothing in the Agreement shall be construed as limiting the City's right to offer alternative medical plans to bargaining unit employees and their eligible dependents and the employee's ability to accept such alternative plans on a voluntary basis. If the employee elects an alternative plan, the terms of the alternative plan shall not be modified during the plan year. The City reserves the right to annually determine and modify the terms and conditions of such alternative plans, however, any proposed changes to a plan shall be provided to the employees prior to implementation and the employee may choose to leave the alternative plan and return to one of the plans offered by the City above when the annual enrollment period begins.

### Section 14.7 Duty Disability Insurance

The Employer agrees to pay the actual cost each month for health and welfare coverage benefits as described in Section 14.1 for each non-probationary employee. The contribution for such coverage will be made by the City for a full-time employee who receives a duty disability pension (Chapter 108.1/2). This contribution shall be for the employee only and shall cease upon his eligibility for Medicare. The \$25,000 life insurance and accidental death plan provided by the City will continue at the expense of the City.

### Section 14.8 Line of Duty Death Insurance

The City agrees to provide fully paid health insurance for the surviving spouse and/or children of any Firefighter who dies as a result of the lawful performance of his duties, consistent with the insurance coverage provided other bargaining unit employees. This shall include the child(ren) of the deceased who is not yet born at the time of the employee's death. Dependent children shall be eligible for this continued coverage until the age determined by the insurance carrier's policy with the City of Dixon.

# Section 14.9 Funeral Contribution

The City agrees to contribute not more than seven thousand five hundred dollars (\$7,500.00) to defray the actual cost of services and/or goods usually and customarily provided by a licensed funeral director (home) for any Firefighter who dies within one hundred and eighty (180) days of sustaining an injury while working in the line of duty which injury is the direct and proximate cause of the Firefighter's death.

#### Section 14.10 Physicals

The City agrees to provide up to four hundred dollars (\$400) per Firefighter once every three (3) years for a mutually agreed upon physical exam.

#### Section 14.11 Health Care Plan at Retirement

For any eligible Firefighter employed at the time this contract is ratified, who retires after May 1, 1997, the City will pay one-half the cost of coverage for a retiree with twenty-five (25) years of service at 50 years of age, or with twenty (20) years of service at 55 years of age, until he is eligible for Medicare. Such an employee must not have or be eligible for any other group health insurance. If the employee retires before 50, or 55 (as applicable) years of age, he must stay on the group plan and pay the entire cost of the premium until he attains 50, or 55 (as applicable) years of age. Subject to health plan selection, a prescription drug card will be provided to each covered employee. Where the employee has provided for dependent coverage, the cost of that coverage will be deducted and remitted to the insurance company.

# Section 14.12 Life Insurance

\$25,000 life insurance and \$25,000 accidental death plan provided by the City and at the expense of the City.

# Section 14.13 Inoculations

The Employer shall provide, at the Employer's expense, all inoculations which are required to be provided to employees covered by this agreement by state and/or federal law. These shall include:

- 1. Hepatitis B vaccine series
- Tetanus booster (If member has not received a booster in the last 10 years). Td (tetanus/diphtheria) or Tdap (tetanus/diphtheria/pertussis) may be substituted.
- 3. Annual influenza vaccine
- 4. Annual tuberculosis testing
- 5. Pandemic influenza vaccine (during ongoing/impending pandemic activity).
- 6. Vaccines linked to identified biological threats, i.e. Anthrax or Smallpox.

In the event an member has contracted or been significantly exposed to a contagious disease in the line of duty, the employer will provide any required inoculations to said member's spouse and children.

# 14.14 Light Duty

When a member that has a work related injury or illness and has medical restrictions that prohibit full duty but whose restrictions may be accommodated in a light duty program, the member shall be available to participate in a light duty program that meets all of the following criteria:

- Light duty may be assigned Monday through Friday when the City offices are open for business. For light duty assignments that are less than 45 days in duration, the member shall only be assigned light duty on the member's normally scheduled workday.
- 2. Hours worked will be 0700-1600
- Work assignment must be consistent with the Fire Department related duties.
- 4. Light duty will allow the sworn member to perform productive work within his restrictions and accommodate any therapy that has been prescribed.

5. Light duty assignments will be made on a first come, first served basis regardless of the nature of the absence and based on available work.

When a sworn member is placed on Light Duty, this member will not be considered part of minimum staffing.

A sworn member may attend training as long as the Chief approves of the training and the training does not prolong the Light Duty member's recovery. The sworn member may switch work shifts to attend training on their scheduled shifts.

Nothing in this provision requires a sworn member on non-duty related injury, extended sick leave or maternity leave to participate in light duty.

# **ARTICLE XV**

# **PENSION PLAN**

# Section 15.1 Pension Pick Up

In accordance with the authority of §414(h) of the Internal Revenue Code and the Pension Code, 5 ILCS §4-118.2, the City shall "pick up" Fire Fighter pension contributions required by §118.1 of the Pension Code and exclude the amount of such contributions from the employee's gross salary from which Federal and State income taxes are withheld.

# Section 15.2 Contribution Deductions

The City of Dixon agrees to make the employee's contribution deductions from their payroll checks prior to the appropriate tax calculations.

#### **ARTICLE XVI**

#### **UNIFORMS**

# Section 16.1 Duty Uniforms and Protective Clothing

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer, but shall remain the property of the City. Clothing shall be issued as follows:

A. Protective Clothing (per NFPA standards where applicable)

Helmet, Bunker Pants, Bunker Coat, Suspenders, Structural Firefighting Boots, Gloves, Nomex Hood

B. Duty Uniforms

Shirts with patches, Pants, Job Shirt, Jacket, Badges, Name Tag, Footwear (after initial pair)

C. Dress Uniforms

Dress shirt with patches, Dress Pants, Blouse with patches, Tie, Dress hat, Hat badge, White Gloves

#### Section 16.2 Uniform Maintenance

The cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the Employer, except that laundering and/or dry cleaning shall be the responsibility of the employee. The minor repair and maintenance of clothing resulting from the usual wear and tear shall also be the responsibility of the employee.

#### Article XVII

# **Paramedics**

# Section 17.1 Certification

The parties agree that a Firefighter hired after May 1, 1988, must attain certification as a Paramedic within two (2) years of his hire date (scheduling restrictions to be accommodated). All Paramedics must maintain certification as a Paramedic in order to remain an employee of the City as a Firefighter.

# Section 17.2 Paramedic Certification Test

Participants in the Paramedic Program shall be afforded three (3) opportunities to pass the Paramedic certification test before becoming ineligible for participation in the program.

# Section 17.3 Performance

The Union agrees that the Firefighter will continue to perform all of the services with respect to the Paramedic function and its administration in a diligent and conscientious manner.

#### ARTICLE XVIII

# **Training**

## Section 18.1 Request for Training

Member shall submit in writing, a training request for all training sessions, i.e., schools, seminars and conferences, which are not a part of the regular training program administered by Dixon City Fire Department, but are being offered by an outside agency.

# Section 18.2 Training Approval

Training requests shall be approved based upon the needs of the Fire Department as determined by the Fire Chief, or their designee. Members not on probation shall be approved for a minimum of one (1) forty (40) hour sponsored training session per fiscal year of the sworn members choice, based upon the career path as established by the Fire Chief, or their designee. The member shall submit a minimum of three requests of training to the chief or his designee. The requests shall happen 1 month prior to the class. The chief has the discretion of sending the member to training based upon the needs of the fire department.

Sponsored training sessions, if applicable, shall include tuition, transportation, lodging, and any required books, and class materials.

Additional sponsored training sessions may be approved as tuition only, as approved by the Fire Chief, if outside the career path. Written notification of approved training sessions shall be signed and approved by the member and a representative of the Fire Department. If both parties do not sign written notification of the training approval, the training will not be approved. The member shall receive written notification of the approval or denial of the training request within a reasonable time period. If the requested class is approved, the member shall receive written notification of the pending class, whether the class will be sponsored or tuition only. Notification will include the dates of the class, hours of work schedule, and Department vehicle usage (if available).

## Section 18.3 Hours of Work for Training

With the approval of the Fire Chief, or designee, members may be granted leave to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the member's certifications, skills, and/or professional ability.

Time off will be given adjacent to the training session, and within the sworn member's appropriate FLSA cycle.

A member that is granted leave for training, will be allowed adequate time for travel. If a member is scheduled for a forty (40) hour class, the member shall be given the shift day (24 hours) off before class, if applicable.

A member who has been attending a training program which requires the member to leave the City of Dixon for a period in excess of twenty-four (24) hours, travel time included, shall be relieved from duty for the remainder of any duty shift which is in progress upon his return home.

A member is expected to conduct him or herself in a manner as if they were still at work. Any improper conduct will be treated as if it occurred during regular working hours. The City shall have the right to pay overtime in lieu of time off for any training session.

# Section 18.4 Vehicle Use for Training

As determined by the Fire Chief or their designee, a member assigned to training away from Dixon Fire Department shall be provided transportation to and from the training location. If the Fire Chief or their designee determines no provided transportation is available, the member shall be paid at the current mileage reimbursement rate allowed by the IRS for use of his or her own vehicle for mileage incurred.

#### Section 18.5 Authorized Travel Compensation

A member who has been authorized to travel on the business of the City and which business and travel requires that he stay overnight away from his home or the fire station shall receive a per diem allowance of forty dollars (\$40.00) which shall be an allowance for the cost of meals and all other personal expenses to the member except his cost of transportation. The City will make lodging reservations where required and will pay the cost. A member who has been authorized to travel in the business of the City involving not less than eight (8) hours travel and work in the day (but not overnight) shall receive a per diem of thirty-five dollars (\$35.00).

# Section 18.6 EMS Training

Where a member is engaged in training in order to update and maintain his license of current qualification as an Emergency Medical Technician or Paramedic, the City will compensate them at their usual straight time rate for those hours which coincide with assigned work shifts. Training or travel time necessary for this training outside of the hours of the member's assigned shift hours will be paid for at the appropriate overtime rate.

# Section 18.7 Other Training Compensation

When a member attends training; other than training covered in Section 18.2 above, the member shall be compensated at the appropriate rate for actual time spent. To be eligible for compensation, the training must be authorized in writing by the Chief of the Department, or their designee. Any injury incurred during training approved by the Chief shall be covered by Worker's Compensation. If the member requests and the Chief approves voluntary training, no wages or fringes are due or owed; but if injured in the course of said training, the member will be covered by Worker's Compensation.

# 18.8 Fire Apparatus Engineer Training

Within 3 years of employment, all member shall attend a Fire Apparatus Engineer class and be certified. This class will count for the members sponsored yearly class. Members that have this certification will not be required to attend the class again.

#### ARTICLE XIX

# **General Provisions**

## Section 19.1 Union Bulletin Boards

Union bulletin boards, presently in place and currently used by the Union in various locations, may be used by the Union for the following purposes:

Recreational and social affairs of the Union, Union meetings, Union appointments, Union elections, Results of Union elections.

All other notices, bulletins or information require the written approval of the Chief of the Fire Department or his representative. All notices posted by the Union are the responsibility of the Union and will be signed by the official responsible for its posting. All postings will bear a down-date, and the prompt removal of the notice after this date will be the responsibility of the individual who posted the notice. These bulletin boards will not be used for disseminating any matter of a political or controversial nature.

# Section 19.2 Merger

The City agrees that in the event its geographical area of fire protection is increased by reason of a merger of another Fire District into the City of Dixon Fire District, the Firefighters who were formerly a part of that merged District and who actually remain in the employ of the City of Dixon shall be covered by this Agreement. The City agrees to discuss with the Union the effects of any such merger on Department Personnel when and if such a merger should occur. The Union may participate in the City's contemplation of this matter without voice or vote.

# Section 19.3 Joint Safety Committee

The parties agree that there shall be a Joint Safety Committee, consisting of four (4) members, two (2) appointed by the Union and the Employer respectively. The Committee shall meet during regular working hours, upon the motion of either the Union or Employer committee members, to discuss and review the safety operations of the Fire Department. "Regular working hours" shall mean such hours as do not require the Employer to pay overtime or other premium pay. This Committee may make written recommendations on any such safety matter to the Commissioner of Public Health and Safety.

### Section 19.4 Union Activity

Union activity within City facilities shall be restricted to collective bargaining under this Agreement. The Union shall not engage in Union activities on City time or its property which will interfere with assignments or duties.

#### Section 19.5 Grievance Committee

Members of the Grievance Committee shall ask for and obtain permission before leaving their jobs in order to conduct Union business. Members of the Grievance Committee will ask for and obtain permission from the Captain of any employee with whom he wishes to carry on Union business.

#### Section 19.6 Definition of Departmental Duties

The members of the bargaining unit shall only be required to perform those duties related to and in direct support of; fire suppression, prevention and extinguishment along with those duties related to the delivery of Emergency Medical Services. In addition, all members will be required to perform general house-keeping and general maintenance duties in the fire stations and on the grounds as well as on all fire apparatus as directed by their shift officers. Members shall be directed on occasion to operate equipment of the fire department required throughout the City for special details.

## Section 19.7 Jurisdiction and No Infringement

No employee shall be required to perform the work or duties within the work jurisdiction of any AFL-CIO trade union.

### Section 19.8 Residency

All firefighters shall reside within five (5) miles of city limits within six (6) months of employment. Distance shall be measured by road miles from City Limits.

Violation of this provision shall be grounds for termination.

An extension may be granted, but must be approved by the City Council.

#### Section 19.9 Staffing

The City of Dixon shall determine the staffing requirements for each shift. The City has made an administrative decision to maintain five (5) full-time sworn staff members per shift, with allowance of one (1) member off for vacation, personal, or Kelly Day etc., making minimum daily strength of four (4) members. This decision may be modified at the discretion of the City based on economic necessity. Before doing so the City shall provide written notice to the Union of

any intended change and will, upon request, schedule a meeting to discuss the reasons for the change with the Union and to hear and consider the Union's response and proposed alternatives. Absent emergency, the City will not implement any change in the minimum daily strength in less than thirty (30) calendar days from the date notice given, or longer if mutually agreed by the parties.

#### ARTICLE XX

### **DISCIPLINE AND DISCHARGE**

### Section 20.1 Discipline and Discharge

Discipline shall be designed to improve and correct behavior and not merely to punish. Disciplinary actions instituted by the City shall be progressive and for reasons based upon the employee's failure to fulfill his/her responsibilities as an employee. Care shall be taken to assure the employee and the City performs all disciplinary action in accordance with Illinois State and Federal Law. The City agrees to adhere to the Firemen's Disciplinary Act (50 ILCS 745/1). No employee shall be disciplined or discharged without just cause. Where the City believes just cause exists to institute disciplinary action against an employee, the City shall have the option to assess the following penalties:

Oral (verbal) reprimand

Written reprimand

Suspension Discharge

The employee may file a written reply to any reprimand. An oral or written reprimand may be processed through the grievance procedure of this Agreement up to and through Step 2 only.

If the City has reason to reprimand an employee, it shall be done using methods that will not seek to humiliate the employee in a personal manner in view of other employees or the public.

#### Section 20.2 Discipline Beyond a Written Reprimand

If the City decides to initiate disciplinary action (excluding oral and written reprimands) against an employee, the following procedures shall apply. The City shall serve written notice of the charges and proposed penalty upon the employee involved, with a copy provided to the Union.

Upon receipt of the notice, the employee will have ten (10) calendar days to elect to appeal the proposed disciplinary action (excluding oral and written reprimands) either to the Board of Fire Commissioners or, subject to the approval of the Union, through the grievance/arbitration procedure of this Agreement pursuant to A and B below.

## A. Board of Fire Commissioners Option

If the employee notifies the City of a desire to have the charges heard before the Commission, the City may proceed with the proposed disciplinary action in

accordance with the procedures set forth by law, subject to the employee's rights to appeal and hearing described therein. The City shall not file any formal charges with the Commission before the employee has had an opportunity to exercise his/her election of remedies within ten (10) calendar day period. The time period may be extended beyond the ten (10) calendar days by mutual written agreement of both parties.

### B. Grievance/Arbitration Option

- A. The Union may file a grievance as to the proposed disciplinary action against an employee. An employee who desires to appeal a proposed disciplinary action through the grievance/arbitration procedure shall notify the Union President or his/her designee, of his/her desire within twenty-four (24) hours of receipt of the City's notice of proposed disciplinary action.
- B. The Union's Executive Board shall meet promptly to consider the employee's request and shall advise the employee as to its determination as to whether the Union will file a grievance as to the proposed disciplinary action within seven (7) calendar days of its receipt of the employee's request.
- C. If the Union decides not to file a grievance, the City may formally implement the penalty and the employee may contest the charges in accordance with the Board of Fire Commissioners Option (Choice A).
- D. If the Union decides to file a grievance, the grievance shall be arbitrated unless a settlement of the grievance acceptable to the employee, the Union and the City is reached. Pending resolution of any grievance, the City may suspend an employee with or without pay. If the charges are not sustained, the employee shall be made whole for all wages and benefits withheld to the extent deemed appropriate by the arbitrator.
- E. If the grievance is sustained by an Arbitrator, the City shall be bound by the Arbitrator's decision and shall not file charges as to the incident with the Commission. If the Arbitrator finds just cause for a suspension or discharge, the City may immediately implement the penalty sustained by the Arbitrator's decision and the employee shall not have any further right to contest such charges and penalty before the Commission.

## Section 20.3 Right to Representation

Nothing in this Article or Agreement is intended as a waiver of an employee's right to have a representative present during any investigative meeting where the employee reasonably believes discipline could result.

## Section 20.4 Expiration of Disciplinary Records

## A. Oral Reprimands

Any record of an oral (verbal) reprimand may not be used for the purpose of discipline or discharge after a period of two (2) years.

## B. Written Reprimands

Any record of a written reprimand may not be used for the purpose of discipline or discharge after a period of three (3) years.

## C. Suspensions of Three (3) Shifts or Less

Any record of a suspension of three (3) shifts or less may not be used for the purpose of discipline or discharge after a period of six (6) years.

## D. Suspensions of Greater Than Three (3) Shift Days

Any record of a suspension of greater than three (3) shifts may be used for the purpose of discipline or discharge at any time during the employee's employment.

#### **ARTICLE XXI**

## **STRIKES AND LOCKOUTS**

## Section 21.1 Strikes

There shall be no strike of any kind during the terms of this Agreement.

## Section 21.2 Lockouts

There shall be no lockout of employees instituted by the Employer during the term of this Agreement.

### **ARTICLE XXII**

## **SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted Federal or State Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations subject to the procedures set forth in Section 14 of the Illinois Public Labor Relations Act (5 ILCS 315/14).

#### **ARTICLE XXIII**

## **DURATION AND RENEGOTIATIONS**

### Section 23.1 Duration and Notice

This agreement and each of its provisions shall be effective as of May 1, 2016 and shall continue in full force and effect until April 30, 2019 and thereafter unless either party shall notify the other in writing 90 days (or by Feb 1st) prior to the anniversary date of this contract, that it desires to modify and/ or amend this Agreement.

## Section 23.2 Negotiations

Negotiations shall commence thirty (30) days later (or by Mar 1st) and shall continue for a period of forty five (45) days (or to April 15th). The parties may extend the negotiations period by mutual written consent.

## Section 23.3 Ratification

If the parties reach a complete agreement at the end of negotiations, ratification shall be in accordance with the parties' respective duties under the applicable sections of the IPLRA.

FOR THE UNION	FOR THE CITY

## Appendix A

Dixon Fire Department FY2016- FY2019 Salary Schedules

		FY16/17		
		Para/		
Year	Firefighter	Firefighter	Lieutenant	Captain
0	44,479	48,992		
0.5	45,368	49,881		
1	46,276	50,788		
1.5	47,201	51,714		
2	48,145	52,658		
2.5	49,108	53,621		
3	50,090	54,603		
3.5	51,092	55,605		
4	52,114	56,627	60,011	
4.5	53,156	57,669	61,054	
5	54,219	58,732	62,117	
5.5	55,304	59,817	63,201	
6	56,410	60,923	64,307	69,384
7	56,974	61,487	64,871	69,948
8	57,544	62,056	65,441	70,518
9	58,119	62,632	66,016	71,093
10	58,700	63,213	66,598	71,675
11	58,700	63,213	66,598	71,675
12	58,700	63,213	66,598	71,675
13	58,700	63,213	66,598	71,675
14	58,700	63,213	66,598	71,675
15	59,287	63,800	67,185	72,262
16	59,287	63,800	67,185	72,262
17	59,287	63,800	67,185	72,262
18	59,287	63,800	67,185	72,262
19	59,287	63,800	67,185	72,262
20	59,880	64,393	67,778	72,854
21	59,880	64,393	67,778	72,854
22	59,880	64,393	67,778	72,854
23	59,880	64,393	67,778	72,854
24	59,880	64,393	67,778	72,854
25	59,880	64,393	67,778	72,854

		FY17/18		
		Para/		
Year	Firefighter	Firefighter	Lieutenant	Captain
0	45,480	50,094		
0.5	46,389	51,003		
1	47,317	51,931		
1.5	48,263	52,878		
2	49,228	53,843		
2.5	50,213	54,827		
3	51,217	55,832		
3.5	52,242	56,856		
4	53,287	57,901	61,362	
4.5	54,352	58,967	62,427	
5	55,439	60,054	63,514	
5.5	56,548	61,162	64,623	
6	57,679	62,293	65,754	70,945
7	58,256	62,870	66,331	71,522
8	58,838	63,453	66,913	72,105
9	59,427	64,041	67,502	72,693
10	60,021	64,635	68,096	73,287
11	60,021	64,635	68,096	73,287
12	60,021	64,635	68,096	73,287
13	60,021	64,635	68,096	73,287
14	60,021	64,635	68,096	73,287
15	60,621	65,236	68,696	73,887
16	60,621	65,236	68,696	73,887
17	60,621	65,236	68,696	73,887
18	60,621	65,236	68,696	73,887
19	60,621	65,236	68,696	73,887
20	61,227	65,842	69,303	74,494
21	61,227	65,842	69,303	74,494
22	61,227	65,842	69,303	74,494
23	61,227	65,842	69,303	74,494
24	61,227	65,842	69,303	74,494
25	61,227	65,842	69,303	74,494

		FY18/19		
		Para/		
Year	Firefighter	Firefighter	Lieutenant	Captain
0	46,503	51,221		
0.5	47,433	52,151		
1	48,382	53,100		
1.5	49,349	54,067		
2	50,336	55,054		
2.5	51,343	56,061		
3	52,370	57,088		
3.5	53,417	58,135		
4	54,485	59,204	62,742	
4.5	55,575	60,293	63,832	
5	56,687	61,405	64,943	
5.5	57,820	62,539	66,077	
6	58,977	63,695	67,234	72,541
7	59,567	64,285	67,823	73,131
8	60,162	64,880	68,419	73,727
9	60,764	65,482	69,021	74,329
10	61,372	66,090	69,628	74,936
11	61,372	66,090	69,628	74,936
12	61,372	66,090	69,628	74,936
13	61,372	66,090	69,628	74,936
14	61,372	66,090	69,628	74,936
15	61,985	66,703	70,242	75,550
16	61,985	66,703	70,242	75,550
17	61,985	66,703	70,242	75,550
18	61,985	66,703	70,242	75,550
19	61,985	66,703	70,242	75,550
20	62,605	67,323	70,862	76,170
21	62,605	67,323	70,862	76,170
22	62,605	67,323	70,862	76,170
23	62,605	67,323	70,862	76,170
24	62,605	67,323	70,862	76,170
25	62,605	67,323	70,862	76,170

## APPENDIX B

## Health Insurance Premium Costs

Coverage	City	Employee Hired before Ratification	City	Employee Hired after Ratification
2017 Single Premium	97.5%	2.5%	92.5%	7.5%
2017 Family Premium	74%	26%	74%	26%
2018 Single Premium	95%	5%	92.5%	7.5%
2018 Family Premium	74%	26%	74%	26%
2019 Single Premium	92.5%	7.5%	92.5%	7.5%
2019 Family Premium	74%	26%	26%	26%

## Health Savings Account Contribution

Coverage	City (for employees hired before ratification)	City (for employees hired after ratification)
Single Premium	27.5%	20%
Family Premium (Differential over Single Premium)	13.5%	13.5%

## Plan D- PPO

General Information	In-network	Out-of-network
Annual Calendar Year Deductible	<b>\$500</b> person / <b>\$1,000</b> family	<b>\$1,000</b> person / <b>\$2,000</b> family
Out-of-Pocket Maximum	<b>\$1,500</b> person / <b>\$3,000</b> family	<b>\$3,000</b> person / <b>\$6,000</b> family

Service	In-network	Out-of-network
---------	------------	----------------

Service	In-network	Out-of-network	
Primary care visit to treat an injury or illness	10% Coinsurance	30% Coinsurance	
Specialist visit	10% Coinsurance	30% Coinsurance	
Other practitioner office visit	10% Coinsurance	30% Coinsurance	
Preventive care/screening/immunization	Covered at 100%	Not covered	
Diagnostic test (x-ray, blood work)	10% Coinsurance	30% Coinsurance	
Imaging (CT/PET scans, MRIs)	10% Coinsurance	30% Coinsurance	
Generic drugs	\$5 Copay per prescription (retail); \$10 Copay per prescription (mail order)		
Preferred brand drugs	\$15 Copay per prescription (retail); \$30 Copay per prescription (mail order)	If you use a Non-Network Pharmacy, you are responsible for payment	
Non-preferred brand drugs	\$25 Copay per prescription (retail); \$50 Copay per prescription (mail order)	upfront. You may be reimbursed based on the lowest contracted amount,	
Specialty drugs	\$5 Copay per prescription (generic); \$15 Copay per prescription (preferred brand); \$25 Copay per prescription (non-preferred brand)	minus any applicable deductible or copayment amount.	
Facility fee (e.g., ambulatory surgery center)	10% Coinsurance	30% Coinsurance	
Physician/surgeon fees	10% Coinsurance	30% Coinsurance	
Emergency room services	10% Coinsurance	30% Coinsurance	
Emergency medical transportation	10% Coinsurance	30% Coinsurance	
Urgent care	10% Coinsurance	30% Coinsurance	
Facility fee (e.g., hospital room)	10% Coinsurance	30% Coinsurance	
Physician/surgeon fee	10% Coinsurance	30% Coinsurance	
Mental/Behavioral health outpatient services	10% Coinsurance	30% Coinsurance	
Mental/Behavioral health inpatient services	10% Coinsurance	30% Coinsurance	
Substance use disorder outpatient services	10% Coinsurance	30% Coinsurance	
Substance use disorder inpatient services	10% Coinsurance	30% Coinsurance	
Prenatal and postnatal care	10% Coinsurance	30% Coinsurance	
Delivery and all inpatient services	10% Coinsurance	30% Coinsurance	

Service	In-network	Out-of-network
Home health care	10% Coinsurance	30% Coinsurance
Rehabilitation services	10% Coinsurance	30% Coinsurance
Habilitation services	Not covered	Not covered
Skilled nursing care	10% Coinsurance	30% Coinsurance
Durable medical equipment	10% Coinsurance	30% Coinsurance
Hospice service	10% Coinsurance	30% Coinsurance
Eye exam	Not covered	Not covered
Glasses	Not covered	Not covered
Dental check-up	Not covered	Not covered

## Plan E- HDHP

General Information	In-network	Out-of-network
Annual Calendar Year Deductible	<b>\$1,300</b> person / <b>\$2,600</b> family	<b>\$2,000</b> person / <b>\$4,000</b> family
Out-of-Pocket Maximum	<b>\$4,250</b> person / <b>\$7,500</b> family	<b>\$5,000</b> person / <b>\$10,000</b> family

Services	In-network	Out-of-network	
Primary care visit to treat an injury or illness	10% Coinsurance	40% Coinsurance	
Specialist visit	10% Coinsurance	40% Coinsurance	
Other practitioner office visit	10% Coinsurance	40% Coinsurance	
Preventive care/screening/immunization	Covered at 100%	40% Coinsurance	
Diagnostic test (x-ray, blood work)	10% Coinsurance	40% Coinsurance	
Imaging (CT/PET scans, MRIs)	10% Coinsurance	40% Coinsurance	
Generic drugs	20% Coinsurance	If you use a Non-Network	
Preferred brand drugs	20% Coinsurance	Pharmacy, you are	
Non-preferred brand drugs	20% Coinsurance	responsible for payment upfront. You may be	
Specialty drugs	20% Coinsurance	reimbursed based on the lowest contracted amount, minus any applicable deductible or copayment amount.	
Facility fee (e.g., ambulatory surgery center)	10% Coinsurance	40% Coinsurance	
Physician/surgeon fees	10% Coinsurance	40% Coinsurance	

Services	In-network	Out-of-network
Emergency room services	10% Coinsurance	40% Coinsurance
Emergency medical transportation	10% Coinsurance	40% Coinsurance
Urgent care	10% Coinsurance	40% Coinsurance
Facility fee (e.g., hospital room)	10% Coinsurance	40% Coinsurance
Physician/surgeon fee	10% Coinsurance	40% Coinsurance
Mental/Behavioral health outpatient services	10% Coinsurance	40% Coinsurance
Mental/Behavioral health inpatient services	10% Coinsurance	40% Coinsurance
Substance use disorder outpatient services	10% Coinsurance	40% Coinsurance
Substance use disorder inpatient services	10% Coinsurance	40% Coinsurance
Prenatal and postnatal care	10% Coinsurance	40% Coinsurance
Delivery and all inpatient services	10% Coinsurance	40% Coinsurance
Home health care	10% Coinsurance	40% Coinsurance
Rehabilitation services	10% Coinsurance	40% Coinsurance
Habilitation services	Not covered	Not covered
Skilled nursing care	10% Coinsurance	40% Coinsurance
Durable medical equipment	10% Coinsurance	40% Coinsurance
Hospice service	10% Coinsurance	40% Coinsurance
Eye exam	Not covered	Not covered
Glasses	Not covered	Not covered
Dental check-up	Not covered	Not covered



DIXON  Date: March 6, 2017
Presented By: O'Donnell
Subject: Side Letter with Teamsters International Agenda Item: 14-B
Description:
During a review of contract language Teamsters International noticed that two provisions had inadvertently been omitted. The two sections in question were to be moved from Article 9 to Article 2 of the contract to conform with changes in language relating to shift scheduling and overtime. Staff and legal counsel reviewed the omitted paragraphs and concurred with the Teamsters that the language was omitted unintentionally. The side letter adds the language back for the duration of this contract.
FINANCIAL
Is this a budgeted item? YES NO
Line Item #: Title:
Amount Budgeted:
Actual Cost:
Under/Over:
Funding Sources:
Departments:

Is this item in the CIP? YES\_\_\_\_ NO\_\_\_ CIP Project Number: \_\_\_\_

Any previous Council actions:	
Action	Date
Approval of Collective Bargaining Agreement	09-19-2016
Recommendation:	
Staff recommends approval of the side letter wi	ith Teamsters International.
Required Action	
•	,
ORDINANCE RESOLUTION M	IOTION ✓ NO ACTION REQUIRED
Additional Comments:	
MOTION BY:	SECONDED BY:
TO approve the Side Letter of Agreement with	
Local 722.	in international brothernood of Teamsters
LUCAI 122.	

## **CITY COUNCIL VOTES**

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					

#### SIDE LETTER OF AGREEMENT

This Agreement is made and entered into as of this \_\_\_\_\_ day February, 2017 by and between the CITY OF DIXON, ILLINOIS ("Employer") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (LOCAL 722) ("Union") as follows:

WHEREAS, the parties previously entered into a Collective Bargaining Agreement for the term 2016–2019 governing terms and conditions of employment of members of the Union; and

WHEREAS, the parties previously ratified entry into the 2016-2019 Collective Bargaining Agreement adopting and implementing its terms; and

WHEREAS, the parties have now determined that two provisions from the prior Collective Bargaining Agreement were inadvertently left out and should have been included; and

WHEREAS, the parties desire now to continue to utilize and have in full force and effect the two terms which are missing from the Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein it is hereby agreed that:

- 1. The terms and agreement of the 2016-2019 Collective Bargaining Agreement shall be deemed to include, as part of Article II, the following additional provisions:
  - 2.8 There shall be no pyramiding of premium under this Article or Agreement.
  - 2.9 The Employer agrees to distribute overtime but not necessarily to equalize overtime. The employee working on any job, which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. Where it is necessary to meet the above objective, overtime shall be compulsory. Where it is not, it shall be optional with the employee. The employment of part-time or temporary personnel shall not work to deprive regular full-time personnel. However, if the full-time personnel who would have usually worked the overtime refuses it or is not available, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.
- 2. This Side Letter Agreement shall terminate on the date of ratification of the next Collective Bargaining Agreement, or expiration of the current Collective Bargaining Agreement, if not extended.

Dated this	day of February, 2017.	
CITY OF DIXON		INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA ( LOCAL 722)
By:	Marron	By:
	Mayor	Title
ATTEST:		
	City Clerk	



Date: March 6, 2017
Presented By: Allen Philhower

Subject:	PSB Access Control System	Agenda Item: 14-C
Descripti	on:	
the Public bidders to installer. to be insta system ins	cil previously approved the bid from ITP of Wilton, Safety Building. The bid was in the amount of \$26 inform them of the decision, the bidders asked if I Staff consulted with legal counsel and it was discoulled by a company and employee that are licensed stallers. ITP did not meet both qualifications. The does meet the requirements. Their bid was for \$27	5,075.91. When contacting other IP was a licensed security system wered that access control systems need by the State of Illinois as security next lowest bidder, Global Security

## **FINANCIAL**

Is this a budgeted ite	m? YES NO <u> </u>		
Line Item #: 01-24	3-5310 Maintenance		
Amount Budgeted:	\$0.00		
Actual Cost:	\$27,375.75		
Under/Over:	\$27,375.75		
Funding Sources: 01-310-5850 Grant Match (\$35,000)			
Departments: Fire, Police, IT			
Is this item in the CI	P? YES NO <a href="#">CIP Project Number:</a>		

Any previous Council actions:	
Action	Date
Motion to Approve Purchase	2/6/2017
	_
Recommendation:	
Staff recommends approval of a cotract with Glo System.	obal Security Services for an Infinias Access Control
Required Action  ORDINANCE RESOLUTION  Additional Comments:	MOTION NO ACTION REQUIRED
	ecified that the submitting firm complied with the fithe requirement. Installation of security systems are
MOTION BY:	SECONDED BY:
TO rescind approval of the contract with ITP	
	and to approve the contract with Global Security
Services in the amount of \$27,375.75 for inst	

## **CITY COUNCIL VOTES**

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					



Estimate

Date Estimate #

2/27/2017 12013

This Estimate is Valid for 30 Days.

1003 West 4th Street, Davenport, Iowa 52802-3510 Phone: (563) 359-3896; Facsimile: (563) 322-7191 Central Station: 877-304-4477 (4GSS) www.GlobalSecurityServices.com

Customer:
Dixon Police Department 220 S Hennepin Ave Dixon, IL 61021

Providing all your Security and Law Enforcement needs...

- - Investigation Employment Screening Process Serving
- CCTV Installation and Service Consulting Courier Services
  - ATM Services Physical Security and Protective Services

Security Consultant	• ATM Services • Physical Security			
JDL	Armed Security Officers	Officers	Executiv	ve Protectio
	Description of Parts and/or Services	Qty	Cost	Total
Ι	Dixon Police Department - Identicard Upgrade Using Infinias			
Intelli-M Server 50	Server	1	1,188.00	1,188.00
Infinias S-eIDC32 POE Ne Infinias S-SMB-5075 Surf	Head-End Equipment etwork Door Controller ace Mount Box for Control	36 36	421.6725 29.94972	15,180.21 1,078.19
HID Standard Prox Reader 1006 Series complete elec ANSI 4-7/8" strike plates v HID ProxPro® with Keypa	tric strike with 3 faceplates. accommodates all cylindrical or mortise lock sets for with up to a 3/4" latchbolt	1 2	87.45 354.75 350.00	87.45 709.50 350.00
HID 1346 ProxKey II Prox HID Printable Prox Card	Cards / Fobs ximity Keyfob	150 100	5.166 5.166	774.90 516.60
Signal 24/4 Category 5 B-Connectors, Tape, etc.	Wire / Misc.	2	145.95 99.00	291.90 99.00
One Year Warranty for Par Commercial Access Contro *** Global Security Service		1 70	1,500.00 80.00	1,500.00 5,600.00
an estimate based on profession amount indicated herein, not to fees, charges, and cost associat that 50% of the total estimate i	ces' terms and conditions for service and/or installation. I understand and agree this is nal standards of workmanship and that the work performed may exceed the actual expected twenty percent, without written approval. I understand I am responsible for all the dwith the services provided by Global Security Services-IA, Ltd. I further understand is required prior to ordering parts and the remaining balance is due upon completion. I the scope of work or parts may be charged a 15% restock fee for all changed items.	otal		
Sign	ature of Acceptance Position or	· Title		

**Estimate** 

Date	Estimate #	
2/27/2017	12013	
This Estimate is Valid for 30 Days.		

1003 West 4th Street, Davenport, Iowa 52802-3510 Phone: (563) 359-3896; Facsimile: (563) 322-7191 Central Station: 877-304-4477 (4GSS) www.GlobalSecurityServices.com

Customer:
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Providing all your Security and Law Enforcement needs
---

- Burglar and Fire Alarms Access Control Systems Inspection
  - Investigation Employment Screening Process Serving
- CCTV Installation and Service Consulting Courier Services

	• CCTV Installation and Service • CC	_	Courier Serv	
Security Consultant	ATM Services     Physical Security Officers     Special	•	rs • Executi	
JDL	Description of Parts and/or Services	Qty	Cost	Total
installed GSS will import t system. After the software control prior to installation so the users will not have a ***Estimate terms and con	rted GSS will installed the server and configure the software. Once the software the existing database of users (if possible) and/or manually enter the users into the configured GSS will program the controls by assigning an IP address and test. At that point GSS will take one door down at a time and install the new contrary issues getting access to the building.***  Indicate the distribution of the program that it is a time and install the new contrary issues getting access to the building.***  Indicate the program the controls by assigning an IP address and test. The program is a time and install the new contrary issues getting access to the building.***  Indicate the program the controls by assigning an IP address and test. The program is a time and install the new contrary issues getting access to the building.***  Indicate the program the controls by assigning an IP address and test. The program is a time and install the new contrary is	the st each coller		
an estimate based on professio amount indicated herein, not to fees, charges, and cost associal that 50% of the total estimate	ices' terms and conditions for service and/or installation. I understand and agree this is nal standards of workmanship and that the work performed may exceed the actual of exceed twenty percent, without written approval. I understand I am responsible for all ted with the services provided by Global Security Services-IA, Ltd. I further understand is required prior to ordering parts and the remaining balance is due upon completion. I the scope of work or parts may be charged a 15% restock fee for all changed items.	Total	\$27,3	375.75
Sign	nature of Acceptance Positi	on or Title		_
	· · · · · · · · · · · · · · · · · · ·			



Date: March 6, 2017
Presented By: O'Donnell

Subject: Contract for Services ITEP Trail Phases I & II Agenda Item: 14-D

## Description:

Staff sought RFQs for engineering services related to the ITEP Trail preliminary engineering. Of the five firms submitting, Staff believes that Fehr Graham Engineering is the firm best able to complete the project. This is based on Fehr's experience and familiarity with the project. Phase I engineering includes data collection, survey work, environmental studies, drainage analysis, and preliminary designs. The not to exceed cost is \$154,243. Phase II engineering includes final design plans, preparation of bid documents, and coordination of necessary permits. Not to exceed cost is \$171,840.80. Total cost is \$326,083.80. Total cost exceeds expected match necessary for the grant. However, preliminary cost estimates indicate that the total cost of the project will exceed both the grant and grant match amounts.

## **FINANCIAL**

Is this a budgeted iter	m? YES <u> </u>	NO
Line Item #: 33-170	0-6200 Title:	Infrastructure
Amount Budgeted:	210,215	
Actual Cost:	326,083.80	
Under/Over:	\$116,131.20 over	
Funding Sources: Recovery Funds		
Departments:		
Is this item in the CIF	P? YES <u>✓</u> NO_	CIP Project Number: INFR-18-04

Action	Date
Recommendation:	
Staff recommends approval of the contract amount of \$326,083.80 for Phase I & II eng	t with Fehr Graham Engineering in a not to exceed gineering for the ITEP Trail.
Required Action  ORDINANCE RESOLUTION	MOTION ✓ NO ACTION REQUIRED
Additional Comments:	
	costs to the match for the grant. However, DOT are so time consuming that we could not meet their
MOTION BY:	
	nam Engineering in a not to exceed amount of
\$326,083.80 for Phase I & II engineering	

## **CITY COUNCIL VOTES**

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					



February 20, 2017

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

Re:

Proposal for Professional Services
Dixon Proposed Bike Path Extensions, ITEP Grant 2016
Preliminary Engineering I & II

Dear Mr. O'Donnell

Fehr Graham is pleased to provide you with this proposal for Preliminary Engineering I and II Services for the City of Dixon 2016 ITEP Proposed Bike Path Extensions project. This proposal is written considering the prospective alignments of bike path extensions along East River Road and from 7<sup>th</sup> Street / Depot Avenue to its termination at Peoria Avenue / West Commercial Alley (see attachments). We will provide the City with the following services:

## Preliminary Engineering I

## Project Initiation, Coordination, and Data Collection

Representatives from Fehr Graham will attend project kickoff meetings with the City of Dixon and representatives from IDOT. Meeting minutes, as requested by the client and by State and Federal officials, will be prepared and distributed. Project staff will also coordinate with local utilities and request information showing the location of utilities near the new bike paths.

## Project Administration and Meetings

You can expect to be regularly informed of our efforts and progress on this project. Regular coordination with you and your representative(s) will be made a priority by our team. Our staff will attend all public hearings required as part of this project and will make presentations (as necessary) to staff and to City Council.

## Topographic and Boundary Survey

A survey crew will be sent to complete a topographic survey of the areas of the proposed alignment of the new bike paths. Field data will be used to prepare an electronic base map for use by the design professionals. Information obtained from the utility companies will be integrated into the electronic base map and ultimately shown on the design plans.

Boundary surveys to determine the limits of the right-of-way will be completed. Survey crews will search for and locate monuments at property corners along the alignments of

the new bike paths. A professional land surveyor will identify the right-of-way limits based on his research and monuments located in the field and will incorporate this information into the electronic base map.

## Geotechnical Engineering

Soil borings and pavement cores will be taken at various locations along the route of the new bike path extensions to determine the existing conditions and soil patterns beneath the ground surface. A full geotechnical engineering report, complete with design recommendations, will be completed as part of this scope.

#### **Environmental Studies**

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

- Environmental Survey Request (ESR)
- Preliminary Environmental Site Assessment (PESA)
- Archeological and Historic Preservation Clearance Letter
- Threatened and/or Endangered Species Assessment

## Preliminary Drainage Analysis

We will complete a preliminary drainage analysis for the bike path improvements. Analysis of both the existing and proposed drainage conditions will be completed. Drainage system collection improvements needed for the new bike paths will be documented as part of the analysis.

#### **Preliminary Design Plans**

Horizontal and vertical alignments for the new bike paths will be designed. Recommendations made as part of the preliminary drainage analysis for collection system improvements will be implemented into the preliminary design. Preliminary plans will be prepared for the proposed improvements. Plans will include:

- Plan & Profile Sheets (16-20 sheets)
- Cross Sections (20-30 sheets)
- Typical Pavement Sections (1-3 sheets)

Preliminary summary of quantities will be tabulated and used to develop preliminary estimates of cost for improvements associated with the project.

The preliminary design plans are expected to include the analysis of the existing arch bridges along the route of the new path. Loading calculations and structural analysis will be done at each arch. If improvements are needed, those will be summarized and identified as part of the preliminary design plans.

## Preliminary Architectural Plans/Renderings

Preliminary plans will be developed for landscaping and other architectural features that will be incorporated into this project. Colored renderings will be prepared showing these features incorporated with the shared-use path at key areas along the route. It is expected that these colored renderings will be used as exhibits during the public hearing process.

## Project Development Report (PDR)

A project development report (PDR) will be prepared for review by Local, State and Federal officials. The PDR will document all aspects of work done as part of this scope and will incorporate all environmental studies, preliminary design plans, and community outreach/involvement through the public hearing process. Maps and different exhibits pertinent to the development of the new bike paths will be created and integrated into the PDR. The PDR will be submitted to IDOT for review and approval prior to the start of Preliminary Engineering II.

## Preliminary Engineering II

## Final Design Plans

The preparation of the final design plans for purposes of bidding and construction will be completed. Horizontal and vertical alignments for the new bike paths that were developed in the preliminary design plan task will be used as the basis for the final engineering plans. The final plans will include:

- Cover Sheet
- General Notes & Summary of Quantities
- Final Plan & Profile Sheets (16-20 sheets)
- Final Cross Sections (20-30 sheets)
- Final Typical Pavement Sections (1-3 sheets)
- Landscaping/Lighting Plans
- Pavement Marking Plans
- Signage Plans
- Construction Details

## **Project Specifications/Bid Documents**

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

## Project Administration, Meetings, and Permits

Regular coordination with you and your representative(s) will remain a priority by our team throughout Preliminary Engineering II. Our staff will attend all required District coordination meetings, as well as meetings required by your office. Any and all required permits, either required by State and Local agencies, shall be submitted for and obtained prior to bidding.

#### **Fees**

The contract agreement will be billed as Time & Materials Not-To-Exceed and is estimated in the following schedule:

## Preliminary Engineering I

Project Initiation, Coord. & Data Collection Project Administration & Meetings Topographic & Boundary Survey Geotechnical Engineering Environmental Studies Preliminary Drainage Analysis Preliminary Design Plans Preliminary Architectural Plans/Renderings Project Development Report (PDR) Reimbursable Expenses Subtotal	50 Hours 80 Hours 140 Hours 100 Hours 35 Hours 70 Hours 544 Hours 100 Hours 200 Hours N/A 1,319 Hours	\$6,720.00 \$12,450.00 \$20,036.00 \$14,500.00 \$4,820.00 \$9,510.00 \$54,825.00 \$10,000.00 \$18,632.00 \$2,750.00 \$154,243.00
Preliminary Engineering II		
Final Design Plans Project Specifications/Bid Documents Project Administration, Permits & Meetings Final Architectural Plans/Renderings Reimbursable Expenses	969 Hours 285 Hours 109 Hours 100 Hours N/A	\$98,560.80 \$41,574.00 \$17,706.00 \$10,000.00 \$4,000.00

Total Preliminary Engineering I & II, T&M NOT-TO-EXCEED AMOUNT - \$326,083.80

1,463 Hours

\$171,840.80

Subtotal

#### **Timeline**

A typical review and approval for a project of this magnitude with both State and Federal funding participation can be a long, drawn out process. IDOT typically advises ITEP applicants of a 24 to 36-month design/permitting process prior to the project being approved for construction. We will work diligently to secure approvals from IDOT and the

FHWA in as timely a manner as possible. We anticipate the following schedule for the completion and approval of the Preliminary Engineering I Phase:

## Preliminary Engineering I

Notice to Proceed, City of Dixon Begin Surveys (Land, Geotechnical, Environmental) Surveys Completed/Preliminary Design Begins	March, 2017 March, 2017 May, 2017
50% Preliminary Plans Submitted for City Review Draft PDR V1.0/80% Preliminary Plans Submitted to IDOT for Review IDOT (D2) Comments #1 Received	June, 2017 July, 2017
90% Preliminary Plans Submitted for City Review Draft PDR V2.0/90% Preliminary Plans Submitted for IDOT Review	August, 2017 October, 2017 November, 2017
IDOT (D2) Comments #2 Received Draft PDR V3.0/95% Preliminary Plans Submitted to IDOT for Review	December, 2017 January, 2018
99% Preliminary Plans Submitted for City Review IDOT (FHWA/Springfield) Comments #3 Received	January, 2018 February, 2018
Final PDR V4.0/100% Preliminary Plans Submitted to IDOT for Approval Final PDR/Preliminary Plans approved by IDOT	February, 2018 March, 2018

Upon approval of the PDR, work on the final engineering plans and final project specifications (Preliminary Engineering II) can begin.

#### Preliminary Engineering II

Begin Work on Final Design Plans & Specifications 50% Final Plans Submitted for City Review 80% Final Plans Submitted for IDOT Review IDOT (D2) Comments #1 Received 95% Final Plans Submitted for IDOT Review IDOT (FHWA/Springfield) Comments #2 Received 99% Final Plans Submitted for City Review 100% Prelim. Plans Submitted to IDOT for Approval Final Plans Approved by IDOT/Permits Received Land Acquisition Completed by City	March, 2018 May, 2018 June, 2018 August, 2018 August, 2018 October, 2018 October, 2018 November, 2018 December, 2018
Land Acquisition Completed by City Final Plans, Specifications Let for Bidding	December, 2018 January, 2019
•	

As per the timeline, Preliminary Engineering II is expected to be approved at the beginning of 2019; however, there are several factors that could delay the approval of Preliminary Engineering II and ultimately the start of construction. Such factors as land acquisition, environmental issues, and permitting from other State/Federal agencies can all result in delays. We consider a best-case scenario that the project will begin construction in the spring of 2019.

### **Authorization**

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

Respectfully submitted,

Jason T. Stoll, PE

Senior Project Manager

Noah J. Carmichael, PE

Principal

Enc: Agreement for Professional Services

Bike Path Extension Exhibits

 $N: \label{lem:linear_proposal_Prelim I and II_2-20-17.} N: \label{lem:linear_proposal_Prelim I and II_2-20-17.} N: \label{linear_proposal_Prelim I and II_2-20-17.} N: \labe$ 



# AGREEMENT FOR PROFESSIONAL SERVICES

Client

Mr. Cole O'Donnell

City Manager City of Dixon

121 West 2nd Street Dixon, IL 61021-1699

815.288.1485

Description of Services:

<u>City of Dixon - Preliminary Engineering I and II for 2016 ITEP Proposed Bike Path Extensions</u>

Fehr Graham will provide professional Preliminary Engineering I and II Services for the City of Dixon 2016

ITEP proposed bike path extensions project as outlined in our revised proposed bike path extensions.

ITEP proposed bike path extensions project as outlined in our revised proposal dated February 20, 2017 (attached).

COST: The fee for performing the above services is \$326,083.80 Time & Materials NTE, estimated as:

Preliminary Engineering I	200 <b>3</b> 100 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
Project Initiation, Coord. & Data Collection	50 Hours	\$ 6,720.00
Project Administration & Meetings	80 Hours	\$12,450.00
Topographic & Boundary Survey	140 Hours	\$20,036.00
Geotechnical Engineering	100 Hours	\$14,500.00
Environmental Studies	35 Hours	\$ 4,820.00
Preliminary Drainage Analysis	70 Hours	\$ 9,510.00
Preliminary Design Plans	544 Hours	\$54,825.00
Preliminary Architectural Plans/Renderings	100 Hours	\$10,000.00
Project Development Report (PDR)	200 Hours	\$18,632.00
Reimbursable Expenses	N/A	\$ 2,750.00
Subtotal	1,319 Hours	\$154,243.00
Preliminary Engineering II		
Final Design Plans	969 Hours	\$98,560.80
Project Specifications/Bid Documents	285 Hours	\$41,574.00
Project Administration, Permits & Meetings	109 Hours	\$17,706.00
Final Architectural Plans/Renderings	100 Hours	\$10,000.00
Reimbursable Expenses	N/A	\$ 4,000.00
Subtotal	1,463 Hours	\$171,840.80

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

### ACCEPTED AND AGREED TO:

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

CLIENT:	CONSULTANT:	11 011
Signature	Ву	This (arily)
Name	Name	Noah J. Carmichael, PE
Title	Title	Principal / Branch Manager
Date Accepted	Date Proposed	February 20, 2017

### GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

- 12. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
- 13. Standard of Care Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
- 14. Liability Insurance Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
- 15. Indemnification and Limitation of Liability Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.
  - The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed the amount of insurance carried by Consultant. For purposes of this Agreement, Consultant shall, throughout the term of this Agreement, carry liability insurance in the amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Further, Consultant's liability to the Client hereunder shall not be limited in the event such insurance is discontinued, cancelled, terminated or lowered for any reason.
- 16. Allocation of Risk Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

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

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

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



Date: March 6, 2017 Presented By: O'Donnell Subject: Maintenance Agreement with IDOT- Court House Wall ROW Agenda Item: 14-E Description: This agreement revises the previous maintenance agreement with the Illinois Department of Transportation (IDOT). Under this agreement the city is still responsible for the maintenance and repair of the wall within the specified right of way. The DOT will provide \$26,000 for repair of the wall. **FINANCIAL** Is this a budgeted item? YES\_\_\_\_ NO \_\_\_\_ Line Item #: \_\_\_\_\_ Title: \_\_\_\_ Amount Budgeted: Actual Cost: Under/Over: Funding Sources: Departments:

Is this item in the CIP? YES\_\_\_\_ NO\_\_\_\_ CIP Project Number: \_\_\_\_

Any previous Council actions:	
Action	Date
Recommendation:	
Staff recommends approval of the Mainter with the Illinois Department of Transportat	nance Agreement for the Court House Wall Right of Way ion.
Required Action	
ORDINANCE RESOLUTION_	MOTION <u> NO ACTION REQUIRED</u>
Additional Comments:	
MOTION BY:	SECONDED BY:
TO approve the maintenance agreemen	nt

## **CITY COUNCIL VOTES**

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					

City of Dixon
FAP 316 (IL 26)
Section 12CS & 75Y
Job No. C-92-025-17
Lee County
Agreement No. JN-2-17-028

#### **AGREEMENT**

This agreement entered into this _	day of	, 20	, A.D. by and
between the STATE OF ILLINOIS, acting	by and through its	Department of Tran	sportation,
hereinafter called the STATE, and City of	Dixon in the state	of Illinois, hereinafte	er called the
CITY.			

#### WITNESSETH:

WHEREAS, the STATE in response to a letter from the CITY, attached as Exhibit A, addressing efforts to repair and prevent future deterioration of the retaining wall on Galena Avenue (IL 26) and 2<sup>nd</sup> Street (IL 2), and further agrees to reimburse the CITY for a portion of the repair costs to the retaining wall located along IL 26 and IL 2 in front of the old Lee County Courthouse; and

WHEREAS, the STATE and the CITY previously made and entered into a joint agreement executed by Ralph E. Wehner, Director of Highways, June 15<sup>th</sup>, 1989, and by James E. Dixon, Mayor of the City of Dixon, May 17<sup>th</sup>, 1989 and;

WHEREAS, all parties agreed that it is in the best interest and most beneficial to the public that the CITY proceed to complete the repairs and the STATE reimburse the CITY a payment of \$26,000. All parties are desirous of the proposed improvement, in that same would be of immediate benefit to the residents in the area and permanent in nature. Portions of the repairs are to be split between the CITY, Lee County and the STATE; and

WHEREAS, the STATE has funds available and programmed under PPS No. 2-20239-0000; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

- 1. The STATE will pay to the CITY a lump sum payment of \$26,000 upon execution of this agreement by all parties.
- 2. The payment of \$26,000 will release the STATE from any further responsibilities or costs for repairs to any portion of the retaining wall along Galena Avenue (IL 26) and 2<sup>nd</sup> Street (IL 2).
- 3. Upon completion of the repairs, the CITY agrees to maintain, or cause to be maintained all portions of the retaining walls along Galena Avenue (IL 26) from 3<sup>rd</sup> Street to 2<sup>nd</sup> Street (IL 2) and on 2<sup>nd</sup> Street (IL 2) from Galena Avenue (IL 26) to Ottawa Avenue, including but not limited to cleaning, repairs, replacements, graffiti and weeding to the retaining walls.
- Any work financed with funds provided by this agreement was subject to the Illinois Prevailing Wage Act (820 ILCS 130/0/01 et seq) unless the provisions of that act exempt its application.

- 5. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Non-discrimination Regulations required by the STATE.
- Obligations of the STATE and CITY will cease immediately without penalty or further
  payment being required if, in any fiscal year, the Illinois General Assembly or federal
  funding source fails to appropriate or otherwise make available funds for this
  contract.
- 7. The CITY will maintain, for a minimum of five (5) years after the completion of the improvement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements for funds passing in conjunction with this agreement. All books, records, and supporting documents related to the improvement shall be available for review and audit by the Auditor General and other STATE auditors and the CITY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this agreement for which books, records, and supporting documentation are not available to support their purported disbursement.

This agreement No. JN-2-17-028 shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

ATTEST: CITY OF DIXON	
Ву:	By:
Becky Fredericks	Liandro Arellano, Jr.
City Clerk	Mayor, City of Dixon
Date:	Date:
_	TATE OF ILLINOIS ENT OF TRANSPORTATION
Priscilla A. Tobias, P.E. Director, Office of Program Developme	Randall S. Blankenhorn ent Secretary
Date:	By: Priscilla A. Tobias, P.E. Date Director, Office of Program Development

#### The CITY Engineer certifies that:

- 1. The number shown on this form is CITY'S correct taxpayer identification number (or CITY) is waiting for a number to be issued to them), and
- 2. CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and
- 3. CITY'S person with signatory authority for this agreement is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number:	
Social Security Number Or Employer Identification Num	ber
(If you are an individual, enter your name as Card. If completing this certification for a so followed by the name the name of the busin other entities enter the name of the entity as EIN.)	ness and the owners SSN or EIN. For all
Legal Status	
Individual Sole Proprietor Partnership/Legal Corporation Tax-exempt Corporation providing or billing medical and/or health care services Corporation NOT providing or billing medical and/or health care services Other	Government Nonresident Alien Estate or Trust Pharmacy ( Non Corp.)  Pharmacy/Funeral home /Cemetery  Limited Liability Company ( select applicable tax classification)  D = Disregarded entity C = Corporation P = Partnership



Date: March 6, 2017
Presented By: O'Donnell

Subject: Waiving of Bid Process- Court House Wall Agenda Item: 14-F

Description:

Last spring Council had staff begin to determine costs for repair of the Old Court House retaining wall that had collapsed. Staff sought estimates from several landscaping companies and had only two estimates returned. Both estimates were split between repairing the collapsed portion and repairing the entire section of wall that the City would be responsible for plus adding drainage tile. Staff then sought commitment from Lee County to pay 1/3 of the cost. Lee County officials contacted the company with the low estimate to discuss repair of a larger section of the wall as portions along Second St are beginning to show signs of failure. We are responsible for portions of the wall along Galena and along Second St. The estimate obtained by the County was submitted to us and is the basis for the cost sharing. Based on these items, staff is requesting waiver of the standard bid process.

Is this a budgeted item? YES	NO
Line Item #:	Title:
Amount Budgeted:	
Actual Cost:	
Under/Over:	
Funding Sources:	
Departments:	
Is this item in the CIP? YES	NO CIP Project Number:

Any previous Council actions:	
Action	Date
Recommendation:	
Staff recommends waiving the bid process	s for the repair of the Old Court House retaining wall.
Required Action	
•	MOTION <u>~</u> NO ACTION REQUIRED
ORDINANCE RESOLUTION_	MOTION NO ACTION REQUIRED
Additional Comments:	
MOTION BY:	SECONDED BY:
	air of the Old Court House retaining wall.

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					



Date: March 6, 2017
Presented By: O'Donnell

Subject: Court House Retaining Wall Repair Agenda Item: 14-G

#### Description:

When Galena Ave was widened the DOT obtained ROW along a portion of Galena and a portion of 2nd St. Sections of the retaining wall along both roads were moved and rebuilt. Under the ROW maintenance agreement between Dixon and the DOT the City is responsible for maintenance of these sections. A portion of the wall along Galena Ave collapsed and it was determined that the collapse fell under the maintenance agreement. It is the City's contention that the collapse is beyond maintenance. The DOT has disagreed and the City has sought a joint solution with the DOT and Lee County to a repair of the wall. Recently Staff sought bids to repair the collapsed portion, as well as, additional drainage work along Galena Ave to prevent further collapses. Staff approached the County requesting assistance in an amount equal to 1/2 the cost minus the DOT's commitment of \$10,000. The County then sought additional bids to also repair sections of 2nd St that are beginning to fail. Both the DOT and the County have committed \$26,000 towards the project.

The bid from Mirror Landscaping of Dixon is \$64,072.26 for repairs and installation of drainage for 94 ft along Galena Ave and 140 ft along 2nd St. If Mirror cannot use the current footings the price would increase to \$78,046. A 1/3 split would be \$21,357.42 to \$26,015.33. We have budgeted \$25,000 for repairs. The current bids are well below estimates obtain several years ago that exceeded several hundred thousand dollars.

Is this a budgeted iter	n? YES <u> </u>
Line Item #: 31-210	0-6200 Title: Infrastructure
Amount Budgeted:	\$25,000
Actual Cost:	\$21,357.42 to \$26,015.33
Under/Over:	\$3,642.58 to (\$1,015.33)
Funding Sources:  Capital Fund	
Departments:	
Is this item in the CIF	P? YES NO CIP Project Number:

Any previous Council actions:	
Action	Date
Recommendation:	
Staff recommends approval of the bids from \$78,046.09.	Mirror Landscaping in an amount not to exceed
Required Action	
ORDINANCE RESOLUTION	MOTION ✓ NO ACTION REQUIRED
Additional Comments:	
MOTION DV	CECONDED DV
MOTION BY:	
	ping in an amount not to exceed \$78,046.09
	y wall sections covered under the Maintenance
Agreement between the City of Dixon and	I the Illinois DOT.

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					



tondscoping Calmio

Date

Estimate#

10/14/2016

16106

1431 Chicago Ave. Dixon, IL 61021 8159469962

mirrorlandscapes.com

Name / Address

City of Dixon 121 W. 2nd St. Dixon, IL 61021

Rep

Description	Qty	Rate	Total
*Drystacked with reinforced drainage zone Repair wall section along Galena Ave. (approx. 94 ft.)	1	18,825.65	18,825.65
<ul> <li>Remove remaining cinder block</li> <li>Excavate 4 ft. behind wall to allow for drainage</li> <li>Rebuild wall with new material</li> <li>Backfill with drain rock</li> <li>Repair lawn</li> </ul>			
Materials: - Indiana Limestone (approx 285 sf.)	1	16,614.36	16,614.36
- CA-11 aggregate			
- Drain tile			•
- Filter fabric - Grass seed/straw			
*Build State portion of wall segment on 2nd St. on existing			
concrete footing*			_
Replace wall from steps on Ottawa to NW corner of Galena/2nd St. (Approx. 140 In. ft.)	1	10,975.45	10,975.45
-Excavate behind wall 4 ft. to allow for proper drainage and reinforcement -Install new wall in place of existing wall, reusing coping, drystacked -Repair lawn behind wall Job Materials: - Indiana cut and split limestone wall block (Approx. 280 sf.) - CA-11 base and drain rock - Geogrid reinforcement - Filter fabric/staples - Drain tile and fittings - Adhesive - Grass seed mix		17,656.80	17,656.80



Landscaping Laborie

**Date Estimate #**10/14/2016 16107

1431 Chicago Ave. Dixon, IL 61021 8159469962

mirrorlandscapes.com

Name / Address

City of Dixon 121 W. 2nd St. Dixon, IL 61021

Rep

Description	Qty	Rate	Total
*Drystacked with reinforced drainage zone Repair wall section along Galena Ave. (approx. 94 ft.) - Remove remaining cinder block - Excavate 4 ft. behind wall to allow for drainage	1	18,825.65	18,825.65
- Rebuild wall with new material - Backfill with drain rock - Repair lawn Materials: - Indiana Limestone (approx 285 sf.) - CA-11 aggregate	1	16,614.36	16,614.36
- Drain tile - Filter fabric - Grass seed/straw *Replace entire wall of State owned portion of 2nd St., remove footing* Replace wall from steps on 2nd St. to NW corner of	4	40,400,00	40 400 00
Galena/2nd St. (Approx. 140 ft.)  -Excavate behind wall 4 ft. to allow for proper drainage and reinforcement	1	16,120.88	16,120.88
-Install new wall in place of existing wall, reusing coping, drystacked -Repair lawn behind wall			
Job Materials: - Indiana cut and split limestone wall block (Approx. 420 sf.) - CA-11 base and drain rock - Geogrid reinforcement - Filter fabric/staples - Drain tile and fittings - Adhesive - Grass seed mix	1	26,485.20	26,485.20

**Total** 

\$78,046.09



Date: March 6, 2017
Presented By: O'Donnell

Subject: Purchase of Property 78 Monroe Ave Agenda Item: 14-H

### Description:

Over the past few months we have been negotiating with the owners of Dixon Iron and Metal for the purchase of their property at 78 Monroe Ave. The terms of sale have have been tentatively agreed to by both parties. The total purchase price is \$310,000 and is subject to the City completing a due diligence of 240 days during which time the City will inspect the property including conducting an environmental review. Commencing in the 3rd month of the contract the city will pay Dixon Iron and Metal and its bank \$4,292.86 per month. We may terminate the contract at anytime during the due diligence period with any monthly fee paid forfeited. If the City chooses to fully execute the contract any payments will be applied to the purchase price.

Staff met with the Illinois EPA this past week to discuss the environmental review process and accessing their programs that would have some of the assessment performed by them at no cost to the City.

Is this a budgeted iter	m? YES NO <u> </u>
Line Item #: 33-21	0-6200 Infrastructure
Amount Budgeted:	0.00
Actual Cost:	310,000
Under/Over:	310,000 over
Funding Sources: Capital Funds	
Departments: Economic Developr	ment
Is this item in the CII	P? YES NO CIP Project Number:

Any previous Council actions:	
Action	Date
Recommendation:	
Staff recommends approval of the purchase and Dixon Iron and Metal, LLC for the City's purchase amount of \$310,000.	
Required Action  ORDINANCE RESOLUTION MC	OTION <u>~</u> NO ACTION REQUIRED
Additional Comments:	
Purchase will come from Capital Funds with any would reimburse the Capital Fund.	funds to the City through resale or development
MOTION BY:	SECONDED BY
1/10 1101 ( B 1 :	
	ween the City of Dixon and Dixon Iron and Metal, LLC

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					



Subject: Purchase

# **COUNCIL ACTION FORM**

Date: March 6, 2017	
Presented By: O'Donnell	
of Property- 86 Monroe Ave Agenda Item:	<u>14-l</u>

# Description:

In conjunction with the purchase of 78 Monroe Ave, the City has negotiated an agreement to purchase 86 Monroe Ave for \$30,000 from William Pitchford. There is a 240 due diligence period during which time the City will conduct an environmental condition study. The contract may be terminated by the City during the due diligence period. No earnest money is required as part of this agreement.

Is this a budgeted iter	m? YESN	TO <u> </u>
Line Item #: 31-21	0-6200 Title: <u>I</u>	nfrastructure
Amount Budgeted:	0.00	
Actual Cost:	30,000.00	
Under/Over:	30,000 over	
Funding Sources: Capital Funds		
Departments: Economic Developr	ment	
Is this item in the CII	P? YES NO	CIP Project Number:

Action	
Staff recommends the approval of a Purchase and Sale A William Pitchford for the City's purchase of the property los 30,000.  Required Action  ORDINANCE RESOLUTION MOTION  Additional Comments:  The purchase will be financed with Capital Funds will any	
Staff recommends the approval of a Purchase and Sale A William Pitchford for the City's purchase of the property los 30,000.  Required Action  ORDINANCE RESOLUTION MOTION  Additional Comments:  The purchase will be financed with Capital Funds will any	
Staff recommends the approval of a Purchase and Sale A William Pitchford for the City's purchase of the property los 30,000.  Required Action  ORDINANCE RESOLUTION MOTION  Additional Comments:  The purchase will be financed with Capital Funds will any	
William Pitchford for the City's purchase of the property los 30,000.  Required Action  ORDINANCE RESOLUTION MOTION_  Additional Comments:  The purchase will be financed with Capital Funds will any	
ORDINANCE RESOLUTION MOTION Additional Comments:  The purchase will be financed with Capital Funds will any	
The purchase will be financed with Capital Funds will any	NO ACTION REQUIRED
	proceeds from the sale or development of
MOTION BY: SECON	
$_{ m TO}$ a Purchase and Sale Agreement between the City for the City's purchase of the property located at 86 M	
ioi the Oity's purchase of the property located at 66 M	of Dixon and William Pitchford

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					



Departments:

# **COUNCIL ACTION FORM**

Date: March 6, 2017 Presented By: O'Donnell Subject: Closed Session Minutes Agenda Item: 14-J Description: The following closed session minutes have been reviewed and recommended to not be released: 5/7/12, 5/14/12, 7/2/12 (partial), 8/6/12, 11/19/12, 4/8/13, 4/11/13, 9/25/13, 10/15/13, 1/21/14, 2/3/14, 9/18/14, 9/15/14, 3/16/15, 4/6/15, 7/20/15, 9/21/15, 10/5/15, 11/16/15 (partial), 12/7/15 (partial), 1/11/16, 2/16/16, 3/7/16, 4/4/16, 5/2/16, 5/16/16, 6/6/16, 6/20/16, 7/5/16, 7/18/16, 8/1/16, 8/15/16, 9/7/16, 9/12/16, 9/19/16, 10/3/16, 10/17/16, 10/24/16, 11/7/16, 11/21/16, 12/5/16, 12/12/16, and 12/19/16 **FINANCIAL** Is this a budgeted item? YES\_\_\_\_ NO \_\_\_\_ Line Item #: \_\_\_\_\_ Title: \_\_\_\_ Amount Budgeted: Actual Cost: Under/Over: Funding Sources:

Is this item in the CIP? YES\_\_\_\_ NO\_\_\_\_ CIP Project Number:

Any previous Council actions:	
Action	Date
Recommendation:	
Staff recommends not releasing the confidentiality.	above listed minutes due to the continued need for
Required Action	
ORDINANCERESOLUT	TION MOTION ✓ NO ACTION REQUIRED
Additional Comments:	
MOTION BY:	SECONDED BY:
	SECONDED BY: eeting minutes on the dates set forth in the City Council regular meeting .

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					



Date: March 6, 2017
Presented By: Weter

Subject:	Forestry Truck Purcahse	Agenda Item:	14-K
3		<i>&amp;</i>	

## Description:

The City has a need for a forestry truck and instead of purchasing a new unit a viable used truck was sought-out. Staff sought units from various sources. Most of the used units indicated as reconditioned had minimal work done to them.

1-80 Equipment was recommended by locals as a reputable firm. The process they use to recondition the trucks is extensive, which is reflective in their pricing. We also get a limited warranty with the unit. This unit has been inspected by the Street Supervisor along with others and this unit seems to fit our needs best.

The unit is a 2005 GMC 4x2 Forestry Truck with 83,816 miles. Cost is \$85,175. Budgeted amount is \$125,000.

Is this a budgeted iter	m? YES_	NO
Line Item #: 31-210	0-6400 Title:	Equipment
Amount Budgeted:	125,000	
Actual Cost:	85,175	
Under/Over:	39,825 under	
Funding Sources: Capital		
Departments: Streets		
Is this item in the CII	P? YES NO	CIP Project Number:

Any previous Council actions:	
Action	Date
Recommendation:	
Staff recommends the purchase of a 2005 G amount of \$85,175.	GMC 4x2 forestry truck from I-80 Equipment in the
D : 14 :	
Required Action	,
ORDINANCE RESOLUTION	_ MOTION ✓ NO ACTION REQUIRED
Additional Comments:	
MOTION BY:	SECONDED BY:
$_{ m TO}$ authorize the purchase of a 2005 GM	IC 4x2 forestry truck
from I-80 Equipment in the amount of \$85	5,175.

VOTES	Mayor Arellano	Councilman Bishop	Councilman Marx	Councilman Tucker	Councilman Venier
YES					
NO					
ABSENT					
ABSTAIN					



121 W. 2<sup>nd</sup> Street Dixon Il, 61021

Company Phone: **815-288-1485** Alternate Phone: 815-288-7474

Email: terry.weter@discoverdixon.org

Terry Weter

I-80 Equipment Attention: Sean Young 20490 E. 550th Street Colona, IL 61241

Sean: <u>Letter of Intent</u>

This letter is to express our intent to purchase a truck from your facility on, a date in March to be discussed. Terry Weter or other personnel will come to your facility to inspect your Altec LRV60/E70- 2005 GMC C7500 4x2 Forestry Truck Stock # 503905, which is listed on your website.

It is our understanding that the above-mentioned bucket truck hasn't been through your shop but that our employee/s will be able to inspect, drive, and operate the equipment presented by Sean Young with I 80 Equipment prior to the truck leaving I-80 Equipment's facility.

ST# 503905 has a price of \$89500.00 but will be sold to the City of Dixon at the cost of \$85,000.00 plus 175.00 doc fee for a total of **\$85,175.00 with condition of the unit being picked up at I-80 Equipment.** All Federal DOT, ANSI/OSHA and Dielectric testing will be included at no additional fee.

I-80 Equipment understands that this proposal must be approved by council and if it is not this is not a commitment to purchase this unit ST# 503905. Yet it is our intention that if approved we will purchase ST#503905 Altec LRV60/E70- 2005 GMC C7500 4x2 Forestry Truck.

Sincerely,

We will follow up with a PO # after we conclude with the approval from the council...

The specs to the unit are to follow:

# Altec LRV60/E70- 2005 GMC C7500 4x2 Forestry Truck \*\*\*\* California Compliant \*\*\*\* \*\*\*\* 11' Utility Dump Body \*\*\*\* • 4x2 Forestry Truck • Stock#- 502905 Vehicle Make- GMC • Vehicle Model- C7500 • Odometer Miles- 83.816 • 8.1 Liter Chevy • 330 Horsepower @ 4200rpms • 450lbs of Torque @ 3200rpms • Eaton Fuller Manual • Muncie PTO w/ Master Switch · Boom Make- Altec • Boom Model- LRV60-E70 • Boom S/N- 0705CV3973 · Boom Category- C

Platform Height- 70.3'Working Height- 75'Side Reach- 48.1'

Bucket Capacity

Upper Emergency Stop Upper Hydraulic Tool Circuit 11' Utility Dump Body Cab Protector

Lower Emergency Stop

Steer Tires- 11R 22.5 @ 95%Rear Tires- 11R 22.5 @ 100%

· Drivers Buckst/Pass. Bench

Front Axle Rating- 10,400lbsRear Axle Rating- 15,550lbs

Trailer BrakesHydraulic Brakes

58gal Fuel TankCruise Control

Pintle HitchStrobe PackageGVWR- 25,950lbs

Length- 28.9'Width- 8'

• Riding Height- 12.8'

• Pistol Grip

Boom Type- Double Over-Center
Dual Vertical 5' Elevators
Front Elevator Pedestal
Continuous Rotation
Bucket Type- Single Man

· Bucket Features- Hydraulic Leveling

• Two Front Frame Mount Hydraulic Outriggers













Terry Weter:	Date:
,	