

COUNCIL OF THE CITY OF DIXON, ILLINOIS
REGULAR COUNCIL MEETING
COUNCIL CHAMBERS - CITY HALL
MONDAY, NOVEMBER 7, 2022
5:30 P.M.

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance/Invocation
4. Public Hearing – EPA Brownfields Cleanup Grant Proposal
5. Work Session
 - a. FY2022 Audit Presentation
6. Visitors/Public Comment
7. Approval of Minutes
8. Approval of Total Labor and Outside Claims
9. Department Reports
10. City Manager Report
11. Council Reports
 - a. Mayor Arellano
 - b. Councilman Bishop
 - c. Councilman Considine
 - d. Councilman Oros
 - e. Councilman Venier
12. Boards & Commissions Reports
 - a. Building Department Permit Report
13. Visitors/Public Comment
14. Ordinances
 - a. An Ordinance Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022)

***People may attend the meeting in person at City Hall and may also watch the meeting via Facebook Live through the City of Dixon Illinois Government - Facebook page**

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

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- b. Ordinance Authorizing the Execution of the RMA Minimum/Maximum Contribution Agreement
- c. Ordinance Authorizing the Purchase of 421 N. Lincoln Avenue from Kristopher D. Brantley in Connection with Veterans Memorial Park Project
- d. Ordinance Authorizing the Sale of Certain Personal Property Owned by the City of Dixon – Computing Devices

15. Resolutions

- a. Appointments to the Dixon Public Library Board of Trustees
- b. Authorize the City Manager to Sign the Loan Application Forms and Documents for the Public Water Supply Loan Program

16. Motions

- a. Discussion and Possible Approval of the FY2022 Audit from Sikich LLP
- b. Place on File the 2022 Tax Levy Ordinance
- c. Discussion and Possible Approval of the Settlement Agreement between the City of Dixon and Commonwealth Edison Company and Azavar Audit Solutions Inc.
- d. Refer Petition for Special Use at 925 Monroe Avenue to the Plan Commission
- e. Refer Petition for Zoning Variance at 925 Monroe Avenue to the Zoning Board of Appeals
- f. Motion to Approve Release of Closed Session Minutes because the need for confidentiality no longer exists with respect to the following Closed Sessions of the City Council: June 7, 2021 (partial), June 21, 2021, July 6, 2021, August 16, 2021, November 1, 2021, November 15, 2021 (partial), March 21, 2022, April 4, 2022. Minutes that are approved for release will be posted to the City's Website (dixongov.com) within five days after approval.
- g. Motion to Not Release Closed Session Minutes Because the Need for Confidentiality Still Exists with Respect to the Following Closed Sessions of the City Council: June 7, 2021 (partial), November 15, 2021 (partial) December 6, 2021, March 7, 2022.

17. Adjournment

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SUPPLEMENTAL AGENDA

17. Resolutions

- a. Appoint Nicole Graff and Nicholas Haws to the Dixon Library Board for a term commencing November 7, 2022 and ending June 30, 2025, or until his successor is duly appointed and qualified.

COUNCIL OF THE CITY OF DIXON, ILLINOIS
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5:30 P.M.

CALL TO ORDER

The meeting was called to order by the Mayor Arellano at 5:32pm.

ROLL CALL

Councilman Oros, Venier, Bishop, Considine, and Mayor Arellano answered roll call.

Absent: None

PLEDGE OF ALLEGIANCE/INVOCATION

The Pledge of Allegiance was cited. Invocation was given by Reverend Young Sun Lee from First United Methodist Church.

****MOVED UP****

APPROVAL OF COMPLIANCE AGREEMENT BETWEEN THE CITY
AND SAUK VALLEY VOICES OF RECOVERY

City Manager Langloss explained the request, John Payne commented, and discussion ensued. Councilman Bishop moved to approve the compliance agreement between the City and Sauk Valley Voices of Recovery. Seconded by Councilman Venier. Voting Yea: Councilman Oros, Venier, Bishop, Considine, and Mayor Arellano. Voting Nay: None. **Motion Carried**

VISITOR/PUBLIC COMMENT

None

PUBLIC HEARING

Mayor Arellano opened the Public Hearing at 5:52pm.

Tom Houck of Willett Hofmann and Associates gave background on the USDA Loan for the Cemetery Building, gave the requirements for the public hearing, location of the facility and what it contains, existing facility, history and condition, the need for the new facility, proposed facility details, proposed project area, study of needs and floor plan, general concept, estimated costs, loan program details and the explanation of grants. Discussion ensued.

Public Comment: None.

Mayor Arellano closed the Public Hearing at 6:01pm.

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WORK SESSION
KREIDER DONATION FOR GOLF COURSE

Mayor Arellano introduced the work session. Public Comment: Justin Gates questioned the diligence of the City Council, discussion ensued. This is a one-time investment, not an ongoing funding source that will not be spent until deemed viable. Discussion ensued with comments from Jim Marshall, Ryan Marshall, Justin Gates, and Jeff Stauter, Executive Director of Kreider Services.

****MOVED UP****
APPROVAL FOR A DONATION TO KREIDER SERVICES

Councilman Bishop moved to approve the grant of \$400,000 to Kreider Services for purposes of assisting in possible acquisition and rehabilitation of Timber Creek Golf Course and related facilities, the term of which shall be subject to further agreement between the City and Kreider Services. Seconded by Considine. Discussion ensued. Voting Yea: Councilman Oros, Venier, Bishop, Considine, and Mayor Arellano. Voting Nay: None. **Motion Carried**

WORK SESSION
FUNDING FOR COUNCIL CHAMBERS UPDATE

Councilman Venier spoke about the finishing the update of the chambers, he showed pictures of multiple ways to do photos, discussion ensued regarding opinions, cost, use of the room, and viability, etc.

WORK SESSION
IML CONFERENCE UPDATE

Mayor Arellano gave an update on his recent attendance of seminars at the annual IML conference. Items discussed, Policy impacts on the Social Justice Reform changes coming January 1st, liability and enforcements of the police department, funding changes from IDOT and new programs and his opinions on how to use, optimize public amenities, public safety improvements, possible grants into the broader city plan, downtowns-biker and pedestrian pathways, funding plans, marketing managing, historic preservation, retail with housing growth, partnerships with USDA, staffing concerns. Discussion ensued throughout.

WORK SESSION
VETERANS MEMORIAL PARK – PROPERTY PURCHASE
****STRICKEN****

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APPROVAL OF MINUTES

Councilman Oros moved that the minutes of the Regular Session Meeting of Monday, October 3, 2022 and the Special Session Meeting of Tuesday, October 11, 2022; be accepted and placed on file. Seconded by Councilman Considine. Voting Yea: Councilman Oros, Venier, Bishop, Considine, and Mayor Arellano. Voting Nay: None. **Motion Carried**

APPROVAL OF TOTAL LABOR AND OUTSIDE CLAIMS

Councilman Considine moved that the Total Labor and Outside Claims in the amount of \$533,660.65 be approved and ordered paid. Seconded by Councilman Venier. Voting Yea: Councilman Oros, Venier, Bishop, Considine, and Mayor Arellano. Voting Nay: None. **Motion Carried**

APPROVAL OF YEAR TO DATE FINANCIALS

Councilman Venier moved that the year-to-date Financial Summary through September 2022 be accepted. Seconded by Councilman Bishop. Voting Yea: Councilman Oros, Venier, Bishop, Considine, and Mayor Arellano. Voting Nay: None. **Motion Carried**

DEPARTMENT REPORTS

None

CITY MANAGER REPORT

None

COUNCIL REPORTS

Mayor Arellano – Tom Wadsworth passed along that this year is the 150th Anniversary of the Dixon Bridge Disaster, and they are wanting to erect a marker.

Councilman Bishop – Have a safe Halloween

Councilman Considine – Invited the community to stop by 1311 Eustace Drive this Halloween. Expressed condolences for Orval Gearhardt, Doug Farster, Bill Palen, and William Eastman and what they have given and volunteerism to the community.

Councilman Oros – KSB's 125th Anniversary Event- she presented the Proclamation from the last meeting on behalf of the Mayor who was at military duty. Shared a story of a resident who happened upon Dixon and why they moved here.

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Councilman Venier – Scarecrow Festival this weekend. Trick or Treating downtown. Record Scarecrows this year.

****MOVED UP****

RES# 3032-22 – AMENDING 2022-2023 BUDGET – DIXON MUNICIPAL BAND

Chris Hammitt, representing the Dixon Municipal Band, explained the request, discussion ensued. Councilman Venier moved to approve the resolution amending the FY23 Budget with respect to the Dixon Municipal Band. Seconded by Councilman Bishop. Voting Yea: Councilman Oros, Venier, Bishop, Considine, and Mayor Arellano. Voting Nay: None. **Motion Carried**

BOARDS & COMMISSION REPORTS

On File: Building Department Permit Report

VISITORS/PUBLIC COMMENT

None

ORD# 3326 – AMENDING THE DIXON CITY CODE TITLE V, CHAPTER 13,
SECTION 5-13-6 (NUMBER OF LIQUOR LICENSES)

Mayor Arellano explained the request. Councilman Bishop moved to approve the ordinance amending the Dixon City Code Title 5, Chapter 13, Section 5-13-6 (number of liquor license) with respect to changing the number of Class D/D-1 licenses to 17. Seconded by Councilman Oros. Discussion Ensued. Voting Yea: Councilman Oros, Venier, Bishop, Considine, and Mayor Arellano. Voting Nay: None. **Motion Carried**

RES #3033-22 – PROVIDING FOR CITY COUNCIL REVIEW OF REQUEST
FROM DIXON CHAMBER OF COMMERCE AND MAIN STREET
ARTS & CULTURE COMMITTEE

Councilman Oros moved to approve the resolution providing for city council review of request from Dixon Chamber of Commerce and Main Street Arts and Culture Committee. Seconded by Councilman Venier. Attorney LeSage explained the request, discussion ensued. Voting Yea: Councilman Oros, Venier, Bishop, Considine, and Mayor Arellano. Voting Nay: None. **Motion Carried**

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EXECUTIVE SESSION

Councilman Oros moved that the Regular Session Council Meeting of Monday, October 17, 2022 meet in Executive Session to review closed session minutes pursuant to Section 2(c)(21) of the Open Meetings Act. Seconded by Councilman Considine. Voting Yea: Councilman Oros, Venier, Bishop, Considine, and Mayor Arellano. Voting Nay: None. **Motion Carried**

RECONVENE

Councilman Venier moved that the Regular Session Council Meeting of Monday, October 17, 2022, reconvene into Open Session. Seconded by Councilman Bishop. Voting Yea: Councilman Oros, Venier, Bishop, Considine, and Mayor Arellano. Voting Nay: None. **Motion Carried**

COMMENTS

Discussion ensued regarding Overlook Gardens with respect to the process of annexation. Discussion ensued regarding the Library appointment that was stricken from the agenda, and will be on the next agenda.

ADJOURMENT

Councilman Bishop moved that the Regular Council Meeting of Monday, October 17, 2022 be adjourned to meet in Regular Session on Monday, November 7, 2022, at 5:30pm in the Council Chambers at the City Hall. Seconded by Councilman Oros. Voting Yea: Councilman Oros, Venier, Bishop, Considine, and Mayor Arellano. Voting Nay: None. **Motion Carried**

The meeting adjourned at 8:41pm.

CITY CLERK

Report Criteria:

Invoices with totals above \$.00 included.

Only paid invoices included.

[Report].Date Paid = 10/18/2022-11/07/2022

Invoice.Batch = "11-01"

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
	1623	BLUE CROSS AND BLUE SHIELD OF I	NOVEMBER 2022	NOVEMBER 2022 HEALTH PREMIUM	10/17/2022	126,451.79	126,451.79	10/31/2022
	1623	BLUE CROSS AND BLUE SHIELD OF I	NOVEMBER 2022	NOVEMBER 2022 HEALTH PREMIUM	10/17/2022	2,391.16	2,391.16	10/31/2022
	493	CARD SERVICE CENTER	SEPT 2022 SPARE 0137	C. DEMPSEY DRE LODGING	10/03/2022	319.96	319.96	10/31/2022
	493	CARD SERVICE CENTER	SEPT 2022 SPARE 0137	C. DEMPSEY DRE LODGING	10/03/2022	19.99	19.99	10/31/2022
	493	CARD SERVICE CENTER	SEPT 2022 SPARE 0137	C. DEMPSEY DRE LODGING	10/03/2022	19.99	19.99	10/31/2022
	493	CARD SERVICE CENTER	SEPT 2022 SPARE 0137	C. DEMPSEY DRE LODGING	10/03/2022	19.99	19.99	10/31/2022
	493	CARD SERVICE CENTER	SEPT 2022 SPARE 0137	C. DEMPSEY DRE LODGING	10/03/2022	314.40	314.40	10/31/2022
	493	CARD SERVICE CENTER	SEPT 2022 SPARE 0137	C. DEMPSEY DRE LODGING	10/03/2022	319.96	319.96	10/31/2022
	1612	CORE & MAIN LP	R586965	6 C900 DR18 CERTALOK PIPE IB 1 1/1	09/21/2022	5,378.30	5,378.30	11/07/2022
	1612	CORE & MAIN LP	R712061	6X2 MJ TAPT PLUG C153 USA	10/14/2022	171.07	171.07	11/07/2022
	492	MARTIN & COMPANY EXCAVATING	29881	17.35 TN 052CA10 - 3/4" ROADSTONE,	10/22/2022	219.17	219.17	11/07/2022
	2874	POLO COOPERATIVE ASSOCIATION	366	402.6 GAL PRE-BLENDED GASOHOL	10/11/2022	1,559.27	1,559.27	11/07/2022
	2874	POLO COOPERATIVE ASSOCIATION	938	893.4 GAL PRE-BLENDED GASOHOL	10/21/2022	3,460.14	3,460.14	11/07/2022
	638	RENNER QUARRIES LTD.	57373	59.96 - 3/4" CHIPS	10/27/2022	575.61	575.61	11/07/2022
	650	ROCK RIVER READY MIX	28223	3.50 YD 4000 SLIP FORM CURB	10/10/2022	390.60	390.60	11/07/2022
	3099	UNCLAIMED PROPERTY DIVISION	2013	2013 UNCLAIMED PROPERTY TURNE	10/21/2022	243.92	243.92	10/31/2022
	3099	UNCLAIMED PROPERTY DIVISION	2014	2014 UNCLAIMED PROPERTY TURNE	10/24/2022	480.88	480.88	10/31/2022
	3099	UNCLAIMED PROPERTY DIVISION	2015	2015 UNCLAIMED PROPERTY TURNE	10/24/2022	357.45	357.45	10/31/2022
	3099	UNCLAIMED PROPERTY DIVISION	2015	2015 UNCLAIMED PROPERTY TURNE	10/24/2022	87.00	87.00	10/31/2022
	3099	UNCLAIMED PROPERTY DIVISION	2016	2016 UNCLAIMED PROPERTY TURNE	10/24/2022	129.53	129.53	10/31/2022
	3099	UNCLAIMED PROPERTY DIVISION	2016	2016 UNCLAIMED PROPERTY TURNE	10/24/2022	590.72	590.72	10/31/2022
	3099	UNCLAIMED PROPERTY DIVISION	2016	2016 UNCLAIMED PROPERTY TURNE	10/24/2022	17.00	17.00	10/31/2022
Total :						143,517.90	143,517.90	
COUNCIL								
COUNCIL	387	IML RISK MANAGEMENT	NOV 2022	2023 LEAGUE DUES	11/02/2022	1,500.00	1,500.00	11/07/2022
COUNCIL	81	KUNDE, KEESHA	09.28.22	MILEAGE - LOCAL RECORDS RETENT	09/28/2022	104.55	104.55	11/07/2022
COUNCIL	81	KUNDE, KEESHA	10.11.22	MILEAGE - CLERK ACADEMY TRAININ	10/14/2022	145.00	145.00	11/07/2022
COUNCIL	3049	LAW OFFICES ANCEL GLINK P.C.	92254	PROFESSIONAL SERVICES RENDERE	10/12/2022	3,712.50	3,712.50	11/07/2022
COUNCIL	575	ODP BUSINESS SOLUTIONS LLC	273601183001	1 BOX COPY PAPER	10/25/2022	46.99	46.99	11/07/2022
COUNCIL	973	WHITCOMBE, PAUL T.	10-14-2022	SEPT/OCT MUNICIPAL COURT	10/14/2022	1,500.00	1,500.00	11/07/2022

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
Total COUNCIL:						7,009.04	7,009.04	
ECONOMIC DEVELOPMENT								
ECONOMIC DEVELOP	3099	UNCLAIMED PROPERTY DIVISION	2014	2014 UNCLAIMED PROPERTY TURNE	10/24/2022	80.00	80.00	10/31/2022
Total ECONOMIC DEVELOPMENT:						80.00	80.00	
ADMINISTRATION								
ADMINISTRATION	1676	MOBRE COUNSELING SERVICES LLC	OCT 2022 C069	INDIVIDUAL COUNSELING	10/18/2022	100.00	100.00	11/07/2022
ADMINISTRATION	1676	MOBRE COUNSELING SERVICES LLC	OCT 2022 FO11	INDIVIDUAL COUNSELING	10/18/2022	100.00	100.00	11/07/2022
ADMINISTRATION	575	ODP BUSINESS SOLUTIONS LLC	273601183001	2 BOX COPY PAPER	10/25/2022	93.98	93.98	11/07/2022
ADMINISTRATION	609	PINNEY PRINTING COMPANY	27185	#10 WINDOW ENVELOPES	10/12/2022	85.50	85.50	11/07/2022
ADMINISTRATION	610	PITNEY BOWES	3105733847	LEASE POSTAGE MACHINE	09/25/2022	79.27	79.27	10/31/2022
ADMINISTRATION	914	SIKICH LLP	4421	PROFESSIONAL SERVICES	10/27/2022	7,000.00	7,000.00	11/07/2022
ADMINISTRATION	2007	SYNCONN SOLUTIONS	NOVEMBER 2022	GRANT WRITING NOV 2022	10/18/2022	2,500.00	2,500.00	11/07/2022
ADMINISTRATION	819	VERIZON WIRELESS	9918497511	TELEPHONE - ADMIN	10/18/2022	83.08	83.08	11/06/2022
Total ADMINISTRATION:						10,041.83	10,041.83	
INFORMATION TECHNOLOGY								
INFORMATION TECHN	136	CIVIC SYSTEMS LLC	CVC22509	SERVER MIGRATION ASSISTANCE	10/04/2022	600.00	600.00	11/07/2022
INFORMATION TECHN	148	COMCAST CABLE	NOV 2022 060020	INTERNET 210 S HENNEPIN AVE FL 3	10/26/2022	156.85	156.85	11/06/2022
INFORMATION TECHN	1340	SHI INTERNATIONAL CORP	B15978229	PJ7 RUGGED ROLL CASE - SHOULD	10/14/2022	224.88	224.88	11/07/2022
INFORMATION TECHN	819	VERIZON WIRELESS	9918497511	TELEPHONE - IT	10/18/2022	36.01	36.01	11/06/2022
Total INFORMATION TECHNOLOGY:						1,017.74	1,017.74	
INFRASTRUCTURE FUND EXPENSES								
INFRASTRUCTURE FU	428	KENZLEY TITLE GROUP INC.	KL247086COM	COMMERCIAL WRITTEN SEARCH FEE	10/13/2022	150.00	150.00	11/07/2022
INFRASTRUCTURE FU	428	KENZLEY TITLE GROUP INC.	KL247087COM	COMMERCIAL WRITTEN SEARCH FEE	10/13/2022	150.00	150.00	11/07/2022
INFRASTRUCTURE FU	650	ROCK RIVER READY MIX	28098	3.00 YD 4000 PSI 28/DAYS	10/03/2022	334.80	334.80	11/07/2022
INFRASTRUCTURE FU	650	ROCK RIVER READY MIX	28112	8.00 YD PP1 PAT (W) (SLAG) HIGH E	10/04/2022	936.00	936.00	11/07/2022
INFRASTRUCTURE FU	650	ROCK RIVER READY MIX	28224	2.00 YD PP1 PAT (W) (SLAG) HIGH E	10/10/2022	234.00	234.00	11/07/2022
INFRASTRUCTURE FU	650	ROCK RIVER READY MIX	28282	7.50 YD PP1 PAT (W) (SLAG) HIGH E	10/13/2022	877.50	877.50	11/07/2022
Total INFRASTRUCTURE FUND EXPENSES:						2,682.30	2,682.30	
MUNICIPAL								
MUNICIPAL	52	ARAMARK	6100071346	MAT DUST 3X10, MAT CAREGUARD 3	10/19/2022	100.00	100.00	11/07/2022
MUNICIPAL	1623	BLUE CROSS AND BLUE SHIELD OF I	NOVEMBER 2022	NOVEMBER 2022 HEALTH PREMIUM	10/17/2022	7,410.98	7,410.98	10/31/2022

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
MUNICIPAL	1186	BOSS CARPET ONE LLC	64435	CARPET MOLDING CITY HALL 1ST FL	06/10/2022	88.95	88.95	11/07/2022
MUNICIPAL	1523	GLOBAL SECURITY SERVICES	IA50296	COMMERCIAL BURGLAR ALARM MON	10/15/2022	105.00	105.00	11/07/2022
MUNICIPAL	503	HELM CIVIL	FRE137119	CITY HALL BOILERS	10/16/2022	535.27	535.27	11/07/2022
MUNICIPAL	387	IML RISK MANAGEMENT	NOV 2022	2023 WORK COMP PREMIUM - MUNICI	11/02/2022	94,432.14	94,432.14	11/07/2022
MUNICIPAL	387	IML RISK MANAGEMENT	NOV 2022	2023 INSURANCE PREMIUM - MUNICI	11/02/2022	112,465.98	112,465.98	11/07/2022
MUNICIPAL	1676	MOBRE COUNSELING SERVICES LLC	OCT 2022 FO14	RESILIENCY COUNSELING	10/18/2022	100.00	100.00	11/07/2022
MUNICIPAL	555	NICOR	OCT 2022 37222320006	123 W SECOND ST 5030911	10/17/2022	613.32	613.32	11/07/2022
Total MUNICIPAL:						215,851.64	215,851.64	
CAPITAL FUND EXPENSES								
CAPITAL FUND EXPEN	1191	LEE COUNTY ETSB	12/01/22-11/30/23	SPILLMAN FLEX RMS JOINT PURCHA	09/28/2022	27,000.00	27,000.00	11/07/2022
CAPITAL FUND EXPEN	3008	NICHOLSON1 COMMUNICATIONS LLC	25848	PURCHASE & INSTALL FIBER EQUIPM	09/29/2022	22,481.60	22,481.60	11/07/2022
Total CAPITAL FUND EXPENSES:						49,481.60	49,481.60	
BUILDING ZONING								
BUILDING ZONING	575	ODP BUSINESS SOLUTIONS LLC	273601183001	1 BOX COPY PAPER	10/25/2022	46.99	46.99	11/07/2022
BUILDING ZONING	819	VERIZON WIRELESS	9918497511	TELEPHONE - ZONING	10/18/2022	84.03	84.03	11/06/2022
Total BUILDING ZONING:						131.02	131.02	
STREETS								
STREETS	4	ACE HARDWARE	685189	LANDSCAPERS GRASS SEED 50LBS	10/11/2022	98.99	98.99	11/07/2022
STREETS	4	ACE HARDWARE	685229	HARDWARE AND LOCKING C-CLAMP	10/11/2022	35.80	35.80	11/07/2022
STREETS	4	ACE HARDWARE	685230	RETURN 11 LOCKING C-CLAMP W/C G	10/11/2022	3.33-	3.33-	11/07/2022
STREETS	4	ACE HARDWARE	685451	GLADE SPRAY, LONG HANDLE SHO	10/13/2022	126.49	126.49	11/07/2022
STREETS	4	ACE HARDWARE	685452	FAST CHARGER 4-PORT 20V	10/13/2022	289.00	289.00	11/07/2022
STREETS	2650	AEP ENERGY	NOV 2022 151393	0 BLOODY GULCH RD LITE - 30131513	10/25/2022	14.38	14.38	11/07/2022
STREETS	2650	AEP ENERGY	OCT 2022 151371	ELECTRICITY 121 W SECOND	10/12/2022	9,318.06	9,318.06	11/07/2022
STREETS	52	ARAMARK	6100038697	MAT NYLON/RUBBER 3X10, MAT NYL	08/04/2022	73.25	73.25	11/07/2022
STREETS	52	ARAMARK	6100061933	MAT NYLON/RUBBER 3X10, MAT NYL	09/29/2022	73.25	73.25	11/07/2022
STREETS	52	ARAMARK	6100067365	MAT NYLON/RUBBER 3X10, MAT NYL	10/12/2022	73.25	73.25	11/07/2022
STREETS	148	COMCAST CABLE	OCT 2022 223677	INTERNET 1610 FRANKLIN GROVE RD	10/10/2022	192.15	192.15	11/06/2022
STREETS	1277	FISCH MOTORS INC	4998	TRUCK TEST #5, TRAILER TEST #6	10/12/2022	102.00	102.00	11/07/2022
STREETS	436	KITZMAN'S LTD.	448017	2" PVC DWV SCHEDULE 40 PIPE 10'	09/07/2022	22.99	22.99	11/07/2022
STREETS	436	KITZMAN'S LTD.	448988	2X4 10' #2 & BETTER KD SPF	09/27/2022	68.14	68.14	11/07/2022
STREETS	436	KITZMAN'S LTD.	449595	300' CAUTION TAPE	10/10/2022	7.69	7.69	11/07/2022
STREETS	436	KITZMAN'S LTD.	450159	GORILLA DUCT TAPE 35YD	10/22/2022	12.29	12.29	11/07/2022
STREETS	457	LAWSON PRODUCTS INC	9310043974	PIGSKIN LINED DRIVERS GLOVES LA	10/23/2022	198.99	198.99	11/07/2022
STREETS	457	LAWSON PRODUCTS INC	9310052971	NYLON CABLE TIES	10/26/2022	61.65	61.65	11/07/2022

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
STREETS	518	MILLER BRADFORD RISBERG INC	P21915	52800539 T FITTINGS, 54001106 ACS	09/21/2022	538.82	538.82	11/07/2022
STREETS	527	MOORE TIRES INC.	6004762	REPAIR COMMERCIAL OUTSIDE DUAL	10/26/2022	44.55	44.55	11/07/2022
STREETS	555	NICOR	OCT 2022 24761320001	1610 FRANKLIN GROVE RD - 2790378	10/12/2022	349.65	349.65	11/07/2022
STREETS	555	NICOR	OCT 2022 71846910009	621 W 7TH ST - 3569254	10/19/2022	66.30	66.30	11/07/2022
STREETS	650	ROCK RIVER READY MIX	28153	6.50 YD 4000 PSI 28/DAYS	10/06/2022	725.40	725.40	11/07/2022
STREETS	650	ROCK RIVER READY MIX	28179	4.50 YD 4000 PSI 28/DAYS	10/07/2022	502.20	502.20	11/07/2022
STREETS	650	ROCK RIVER READY MIX	28190	3.00 YD 4000 PSI 28/DAYS	10/07/2022	334.80	334.80	11/07/2022
STREETS	650	ROCK RIVER READY MIX	28220	4.00 YD 4000 PSI 28/DAYS	10/10/2022	446.40	446.40	11/07/2022
STREETS	650	ROCK RIVER READY MIX	28312	2.25 YD 4000 PSI 28/DAYS	10/14/2022	251.10	251.10	11/07/2022
STREETS	650	ROCK RIVER READY MIX	28346	3.50 YD 4000 PSI 28/DAYS, 3.50 /YD1%	10/14/2022	399.35	399.35	11/07/2022
STREETS	1074	SPRATT, KEVIN	4402504130	PHONE PLAN REIMBURSEMENT SEP	09/18/2022	30.00	30.00	11/07/2022
STREETS	1074	SPRATT, KEVIN	4415310663	PHONE PLAN REIMBURSEMENT OCT	10/18/2022	30.00	30.00	11/07/2022
STREETS	717	STANDARD EQUIPMENT CO	P39415	SEALED LATCH, STRAP DOOR STOP	10/12/2022	115.47	115.47	11/07/2022
STREETS	728	STERLING NAPA AUTO PARTS	163676	PX BLACK RTV SILICONE	10/11/2022	25.99	25.99	11/07/2022
STREETS	728	STERLING NAPA AUTO PARTS	163815	4 Z HOSE END FITTINGS, WEATHERS	10/12/2022	151.40	151.40	11/07/2022
STREETS	728	STERLING NAPA AUTO PARTS	165502	BOXED MINIATURES	10/25/2022	33.90	33.90	11/07/2022
STREETS	728	STERLING NAPA AUTO PARTS	165913	2 Z HOSE END FITTINGS, WEATHERS	10/28/2022	143.02	143.02	11/07/2022
STREETS	819	VERIZON WIRELESS	9918497511	TELEPHONE - STREET	10/18/2022	42.07	42.07	11/06/2022

Total STREETS:

14,995.46 14,995.46

PUBLIC PROPERTY

PUBLIC PROPERTY	4	ACE HARDWARE	685287	SAND MIX 80LB	10/12/2022	6.29	6.29	11/07/2022
PUBLIC PROPERTY	4	ACE HARDWARE	686351	HARDWARE, WORK GLOVES	10/24/2022	11.67	11.67	11/07/2022
PUBLIC PROPERTY	4	ACE HARDWARE	686677	FANTASTIK CLEANER 32OZ, TOILET B	10/27/2022	10.14	10.14	11/07/2022
PUBLIC PROPERTY	52	ARAMARK	6100064505	CRT CABINET F-9, SHOP TOWELS, LA	10/06/2022	34.75	34.75	11/07/2022
PUBLIC PROPERTY	52	ARAMARK	6100071385	CRT CABINET F-9, 18X8 SHOP TOWEL	10/19/2022	34.75	34.75	11/07/2022
PUBLIC PROPERTY	85	BONNELL INDUSTRIES INC	0206522-IN	LIGHT BOXES	10/28/2022	20.00	20.00	11/07/2022
PUBLIC PROPERTY	148	COMCAST CABLE	OCT 2022 374645	INTERNET 1011 FRANKLIN GROVE RD	10/14/2022	185.70	185.70	11/06/2022
PUBLIC PROPERTY	1721	DIXON LAWN MOWER REPAIR	7479	OIL PAN KIT, OIL FILTER, OIL AND LAB	09/29/2022	356.99	356.99	11/07/2022
PUBLIC PROPERTY	555	NICOR	OCT 2022 36491320002	416 S DEMENT AVE - 2960074	10/18/2022	59.39	59.39	11/07/2022
PUBLIC PROPERTY	2743	PRAIRIE STATE TRACTOR LLC	222042	LOW VISCOSITY HY-GUARD OIL	10/25/2022	14.81	14.81	11/07/2022
PUBLIC PROPERTY	819	VERIZON WIRELESS	9918497511	TELEPHONE - PUBLIC PROPERTY	10/18/2022	42.07	42.07	11/06/2022

Total PUBLIC PROPERTY:

776.56 776.56

CEMETERY

CEMETERY	4	ACE HARDWARE	684888	STUMP GRINDER RENTAL AND DAMA	10/07/2022	165.00	165.00	11/07/2022
CEMETERY	4	ACE HARDWARE	686351	HARDWARE, WORK GLOVES	10/24/2022	11.68	11.68	11/07/2022
CEMETERY	4	ACE HARDWARE	686481	MUD BUGGY RENTAL AND DAMAGE	10/25/2022	176.00	176.00	11/07/2022
CEMETERY	4	ACE HARDWARE	686677	FANTASTIK CLEANER 32OZ, TOILET B	10/27/2022	10.14	10.14	11/07/2022

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
CEMETERY	85	BONNELL INDUSTRIES INC	0206522-IN	LIGHT BOXES	10/28/2022	20.00	20.00	11/07/2022
CEMETERY	1721	DIXON LAWN MOWER REPAIR	7479	OIL PAN KIT, OIL FILTER, OIL AND LAB	09/29/2022	356.98	356.98	11/07/2022
CEMETERY	436	KITZMAN'S LTD.	449792	2X12 10' #2 & BETTER KD SPF - WHIT	10/14/2022	19.26	19.26	11/07/2022
CEMETERY	555	NICOR	OCT 2022 94871910009	NS RT38 1W CHURCH - 4477824	10/13/2022	56.75	56.75	11/07/2022
CEMETERY	2743	PRAIRIE STATE TRACTOR LLC	222042	LOW VISCOSITY HY-GUARD OIL	10/25/2022	14.81	14.81	11/07/2022
Total CEMETERY:						830.62	830.62	
VETERANS PARK								
VETERANS PARK	3096	BRIGHTSPEED	OCT 2022 099556	VETERANS MEMORIAL PARK - 446099	10/04/2022	236.37	236.37	10/31/2022
VETERANS PARK	146	COM ED	OCT 2022 331015	1217 PALMYRA ST - VETERANS PARW	10/24/2022	38.87	38.87	11/07/2022
VETERANS PARK	555	NICOR	OCT 2022 28694552937	09/21/22-10/21/22 668 VETERANS PAR	10/21/2022	70.65	70.65	11/07/2022
VETERANS PARK	555	NICOR	SEPT 2022 28694552937	08/22/22 - 09/21/22 668 VETERANS PA	09/21/2022	20.49	20.49	11/07/2022
Total VETERANS PARK:						366.38	366.38	
PUBLIC SAFETY BUILDING								
PUBLIC SAFETY BUILD	52	ARAMARK	6100061930	MAT NYLON/RUBBER 3X10, MAT CAR	09/29/2022	119.90	119.90	11/07/2022
PUBLIC SAFETY BUILD	52	ARAMARK	6100071347	MAT DUST 3X4, MAT DUST 4X6, SYNT	10/19/2022	118.50	118.50	11/07/2022
PUBLIC SAFETY BUILD	555	NICOR	OCT 2022 14643162390	210-220 S HENNEPIN AVE - 3026557	10/18/2022	3,664.27	3,664.27	11/07/2022
PUBLIC SAFETY BUILD	635	RAYNOR DOOR AUTHORITY	73568	OTI DOOR REPAIR PD SIDE OF PSB	09/30/2022	210.00	210.00	11/07/2022
PUBLIC SAFETY BUILD	1236	REPUBLIC SERVICES #766	0721-007341829	TRASH OVERAGE PICKUP	10/20/2022	70.50	70.50	11/07/2022
PUBLIC SAFETY BUILD	1989	THE HOME DEPOT PRO	712250786	JANITORIAL SUPPLIES- PSB	10/14/2022	135.10	135.10	11/07/2022
PUBLIC SAFETY BUILD	1989	THE HOME DEPOT PRO	712738251	JANITORIAL SUPPLIES- PSB	10/18/2022	19.78	19.78	11/07/2022
PUBLIC SAFETY BUILD	790	TRU GREEN	167675684	LAWN SERVICE PSB	10/14/2022	48.88	48.88	11/07/2022
Total PUBLIC SAFETY BUILDING:						4,386.93	4,386.93	
WATER								
WATER	1166	1ST AYD CORPORATION	PSI563767	50% LIQUID CITRIC ACID 30 GALLON	09/14/2022	958.60	958.60	11/07/2022
WATER	4	ACE HARDWARE	685196	OIL GEAR 85W LUBRAMATIC /HARDW	10/11/2022	24.29	24.29	11/07/2022
WATER	4	ACE HARDWARE	685279	1X2" SS NIPPLES	10/12/2022	6.83	6.83	11/07/2022
WATER	4	ACE HARDWARE	685725	HOSE UTILITY 5', BIBB HOUSE 1/2 BA	10/17/2022	23.92	23.92	11/07/2022
WATER	4	ACE HARDWARE	685770	1 1/2" X 9' 80 GRIT, ELEC TPE 3/4" X 66	10/17/2022	53.02	53.02	11/07/2022
WATER	4	ACE HARDWARE	685963	FENCE 4X50' AND U POST LT DUTY 6	10/19/2022	89.74	89.74	11/07/2022
WATER	4	ACE HARDWARE	686436	3.2 UNITS OF GALLON PROPANE	10/25/2022	12.36	12.36	11/07/2022
WATER	4	ACE HARDWARE	686684	HYDRAULIC CEMENT 10LB	10/27/2022	19.79	19.79	11/07/2022
WATER	24	ALL-SAFE OF DIXON	183311	SHIPPING WATER SAMPLES	10/10/2022	10.69	10.69	11/07/2022
WATER	122	CENTURYLINK	OCT 2022 001885	WATER 304001885	10/04/2022	360.49	360.49	10/31/2022
WATER	148	COMCAST CABLE	NOV 2022 180059	INTERNET 92 ARTESIAN PL	10/20/2022	156.85	156.85	11/06/2022
WATER	148	COMCAST CABLE	OCT 2022 258608	1329 N GALENA AVE INTERNET	10/05/2022	114.90	114.90	11/06/2022

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
WATER	157	CONSTELLATION NEW ENERGY INC	077030 OCT 2022	0 CHICAGO AVE BOOTERS BY RR BRI	10/27/2022	216.76	216.76	11/07/2022
WATER	157	CONSTELLATION NEW ENERGY INC	63738101701	WELL 5 420 E RIVER RD	10/26/2022	1,043.19	1,043.19	11/07/2022
WATER	157	CONSTELLATION NEW ENERGY INC	63746779601	1329 N GALENA AVE WELL 9 - 1063441	10/27/2022	2,353.03	2,353.03	11/07/2022
WATER	157	CONSTELLATION NEW ENERGY INC	63746779801	1512 S COLLEGE AVE BOOSTER 7 - 10	10/27/2022	188.08	188.08	11/07/2022
WATER	157	CONSTELLATION NEW ENERGY INC	63746812001	92 ARTESIAN PL MAIN PLANT - 106344	10/27/2022	2,698.15	2,698.15	11/07/2022
WATER	157	CONSTELLATION NEW ENERGY INC	63746823201	1552 DUTCH RD	10/27/2022	1,511.93	1,511.93	11/07/2022
WATER	157	CONSTELLATION NEW ENERGY INC	63746871601	1952 LOWELL PARK RD BOOSTER 9 -	10/27/2022	93.24	93.24	11/07/2022
WATER	157	CONSTELLATION NEW ENERGY INC	63746886201	2019 LOWELL PARK RD HYDRO BLDG	10/27/2022	32.21	32.21	11/07/2022
WATER	157	CONSTELLATION NEW ENERGY INC	63746887601	1740 N BRINTON AVE	10/27/2022	83.75	83.75	11/07/2022
WATER	157	CONSTELLATION NEW ENERGY INC	63746935501	1125 N JEFFERSON AVE WELL 6	10/27/2022	1,993.31	1,993.31	11/07/2022
WATER	1612	CORE & MAIN LP	R694152	VALVE BOX ADAPTOR II TYPE F, #59 S	10/05/2022	1,457.98	1,457.98	11/07/2022
WATER	1612	CORE & MAIN LP	R694175	6) 6X12-1/2 REP CLP OD, 2) 6X25 REP	10/05/2022	1,123.68	1,123.68	11/07/2022
WATER	1612	CORE & MAIN LP	R694186	SWIVEL X SOLID ANCHOR COUPLING	10/14/2022	942.90	942.90	11/07/2022
WATER	1612	CORE & MAIN LP	R705061	5-1/4 VALVE BOX LID M/SEWER	10/14/2022	105.56	105.56	11/07/2022
WATER	1612	CORE & MAIN LP	R706345	VALVE BOX ADAPTOR II TYPE F	10/14/2022	1,128.00	1,128.00	11/07/2022
WATER	1612	CORE & MAIN LP	R762792	SS DOUBLE BOLT SERVICE SADDLE,	10/14/2022	1,334.22	1,334.22	11/07/2022
WATER	1612	CORE & MAIN LP	R762861	HYMAX GRIP COUPLING	10/14/2022	1,849.16	1,849.16	11/07/2022
WATER	1548	CUMMINS INC	J9-62474	MOBILE INSP W/ FULL SERVICE	10/07/2022	1,085.82	1,085.82	11/07/2022
WATER	1548	CUMMINS INC	J9-62476	GTA38GS2	10/07/2022	1,037.93	1,037.93	11/07/2022
WATER	2454	DORNER COMPANY	503162	8" FLANGE PACK	10/25/2022	131.85	131.85	11/07/2022
WATER	254	FARLEY'S APPLIANCE	251639	SERVICE ON FURNACE	10/21/2022	92.50	92.50	11/07/2022
WATER	339	HUFFMAN CAR WASH	1491947	VEHICLE WASH - CERAMIC COAT	09/16/2022	11.75	11.75	11/07/2022
WATER	339	HUFFMAN CAR WASH	1492047	VEHICLE WASH - CERAMIC COAT	09/30/2022	11.75	11.75	11/07/2022
WATER	387	IML RISK MANAGEMENT	NOV 2022	2023 WORK COMP PREMIUM - WATER	11/02/2022	6,938.91	6,938.91	11/07/2022
WATER	387	IML RISK MANAGEMENT	NOV 2022	2023 INSURANCE PREMIUM - WATER	11/02/2022	31,424.58	31,424.58	11/07/2022
WATER	2800	J & R SUPPLY INC	2204221-IN	6' KENNEDY HYDRANTS W/ STORZ	10/12/2022	14,825.00	14,825.00	11/07/2022
WATER	2800	J & R SUPPLY INC	2210062-IN	TOP SCREWS, BOTTOM SCREWS AN	10/12/2022	2,450.00	2,450.00	11/07/2022
WATER	427	KEN NELSON AUTO PLAZA	370530	2020 RED GMC SIERRA OIL CHANGE	09/23/2022	113.17	113.17	11/07/2022
WATER	436	KITZMAN'S LTD.	449423	2X4 16' #2 & BETTER KS SPF	10/06/2022	10.59	10.59	11/07/2022
WATER	492	MARTIN & COMPANY EXCAVATING	29852	22.87 TN 3/4" ROADSTONE	10/08/2022	162.38	162.38	11/07/2022
WATER	492	MARTIN & COMPANY EXCAVATING	29881	7.21 TN 032CM16 - 3/8 CHIPS	10/22/2022	73.54	73.54	11/07/2022
WATER	509	METROPOLITAN INDUSTRIES INC	INV043770	METRO CLOUD DATA SERVICE	10/15/2022	1,060.00	1,060.00	11/07/2022
WATER	555	NICOR	OCT 2022 59491320004	520 E RIVER RD - 4776657	10/18/2022	103.84	103.84	11/07/2022
WATER	555	NICOR	OCT 2022 66291320001	92 ARTESIAN PL - 3562214	10/18/2022	444.73	444.73	11/07/2022
WATER	555	NICOR	OCT 2022 70382356015	1952 LOWELL PARK RD	10/26/2022	161.56	161.56	11/07/2022
WATER	555	NICOR	OCT 2022 90116930232	2019 LOWELL PARK RD	10/26/2022	214.81	214.81	11/07/2022
WATER	555	NICOR	OCT 2022 99497593337	1740 N BRINTON AVE 08/23/22-09/22/2	10/25/2022	161.89	161.89	11/07/2022
WATER	555	NICOR	SEPT 2022 99497593337	1740 N BRINTON AVE 08/23/22-09/22/2	09/23/2022	160.77	160.77	11/07/2022
WATER	575	ODP BUSINESS SOLUTIONS LLC	273601183001	1 BOX COPY PAPER	10/25/2022	46.99	46.99	11/07/2022
WATER	2928	PACE ANALYTICAL SERVICES LLC	I9531760	FLUORIDE BY PROBE	10/11/2022	58.64	58.64	11/07/2022
WATER	2928	PACE ANALYTICAL SERVICES LLC	I9533882	FLUORIDE BY PROBE	10/31/2022	117.29	117.29	11/07/2022

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
WATER	596	PEST CONTROL CONSULTANTS	404830	MONTHLY SERVICE - OCTOBER 2022	10/14/2022	68.00	68.00	11/07/2022
WATER	609	PINNEY PRINTING COMPANY	27185	#10 WINDOW ENVELOPES	10/12/2022	85.50	85.50	11/07/2022
WATER	610	PITNEY BOWES	3105733847	LEASE POSTAGE MACHINE	09/25/2022	79.27	79.27	10/31/2022
WATER	638	RENNER QUARRIES LTD.	57295	30.33 TN CA-11 3/4" CHIPS	10/13/2022	291.16	291.16	11/07/2022
WATER	638	RENNER QUARRIES LTD.	57334	14.37 TN CA-11 3/4" CHIPS	10/20/2022	137.95	137.95	11/07/2022
WATER	728	STERLING NAPA AUTO PARTS	165521	BLISTER PACK MINIATURES	10/25/2022	5.99	5.99	11/07/2022
WATER	780	TOTAL WATER TREATMENT SYSTEMS	1009676	10" MIXED BED, 9" CARBON, STRING	10/12/2022	514.25	514.25	11/07/2022
WATER	780	TOTAL WATER TREATMENT SYSTEMS	1012420	DI SERVICE - NOVEMBER 2022	10/28/2022	78.92	78.92	11/07/2022
WATER	809	USA BLUEBOOK	136891	HACH PHOSVER 3 ACCUVAC AMPULE	10/07/2022	1,843.95	1,843.95	11/07/2022
WATER	809	USA BLUEBOOK	137869	SOLENOID VALVE 1" N.C. BRASS 120V	10/10/2022	362.72	362.72	11/07/2022
WATER	809	USA BLUEBOOK	139324	BLEED VALVE VTC1 L3300T01-PVC-3/	10/11/2022	169.78	169.78	11/07/2022
WATER	809	USA BLUEBOOK	148814	SELF LEVELING FLOATING STRAINER	10/19/2022	927.47	927.47	11/07/2022
WATER	819	VERIZON WIRELESS	9918497511	TELEPHONE - WATER	10/18/2022	123.10	123.10	11/06/2022
WATER	821	VIKING CHEMICAL	136327	CHLORINE	10/13/2022	6,200.00	6,200.00	11/07/2022
Total WATER:						91,774.98	91,774.98	
SEWAGE TREATMENT								
SEWAGE TREATMENT	4	ACE HARDWARE	685751	ACE THERMOSTAT MECH HEAT	10/17/2022	39.58	39.58	11/07/2022
SEWAGE TREATMENT	4	ACE HARDWARE	685877	METAL BAK EMBLEM ASAE	10/18/2022	15.29	15.29	11/07/2022
SEWAGE TREATMENT	4	ACE HARDWARE	686321	7) ACE BOTTLE WATER 16.9 OZ	10/24/2022	27.93	27.93	11/07/2022
SEWAGE TREATMENT	4	ACE HARDWARE	686533	OUTLET ADAPTER	10/26/2022	12.91	12.91	11/07/2022
SEWAGE TREATMENT	4	ACE HARDWARE	686742	GALLON OF SIMPLE GREEN CLEANER	10/28/2022	40.46	40.46	11/07/2022
SEWAGE TREATMENT	4	ACE HARDWARE	686763	TRASH CAN 32GAL RED ACE, LG HI-VI	10/28/2022	33.28	33.28	11/07/2022
SEWAGE TREATMENT	4	ACE HARDWARE	686779	MESHBACK GLOVES LARGE	10/28/2022	19.00	19.00	11/07/2022
SEWAGE TREATMENT	4	ACE HARDWARE	686937	HARDWARE, CABLE, SCREWDRIVER,	10/31/2022	66.42	66.42	11/07/2022
SEWAGE TREATMENT	52	ARAMARK	6100067260	MAT NYLON/RUBBER 4X6, MAT NYLO	10/12/2022	63.35	63.35	11/07/2022
SEWAGE TREATMENT	52	ARAMARK	6100071349	MAT 4X6, MAT 3X10,	10/19/2022	63.35	63.35	11/07/2022
SEWAGE TREATMENT	52	ARAMARK	6100074042	MAT NYLON/RUBBER 4X6, MAT NYLO	10/26/2022	63.35	63.35	11/07/2022
SEWAGE TREATMENT	1623	BLUE CROSS AND BLUE SHIELD OF I	NOVEMBER 2022	NOVEMBER 2022 HEALTH PREMIUM	10/17/2022	341.60	341.60	10/31/2022
SEWAGE TREATMENT	148	COMCAST CABLE	OCT 2022 258038	1025 NACHUSA AVE - INTERNET	10/06/2022	114.90	114.90	11/06/2022
SEWAGE TREATMENT	148	COMCAST CABLE	OCT 2022 61610	INTERNET 2600 W 3RD ST	10/16/2022	156.85	156.85	11/06/2022
SEWAGE TREATMENT	1548	CUMMINS INC	J9-62200	INSPECTION WITH FULL SERVICE CA	09/30/2022	1,203.62	1,203.62	11/07/2022
SEWAGE TREATMENT	2803	DEPENDABLE DRAIN & PLUMBING IN	DMS10132022	SPRAY/LINE CONCRETE COVERING	10/13/2022	11,637.90	11,637.90	11/07/2022
SEWAGE TREATMENT	1277	FISCH MOTORS INC	4937	TRUCK TEST NEW VAC	09/28/2022	77.00	77.00	11/07/2022
SEWAGE TREATMENT	275	FYR- FYTER INC	79668	ANNUAL SERVICE FEE & SERVICE FI	10/06/2022	524.25	524.25	11/07/2022
SEWAGE TREATMENT	387	IML RISK MANAGEMENT	NOV 2022	2023 WORK COMP PREMIUM - SEWE	11/02/2022	3,894.66	3,894.66	11/07/2022
SEWAGE TREATMENT	387	IML RISK MANAGEMENT	NOV 2022	2023 INSURANCE PREMIUM - SEWER	11/02/2022	24,057.99	24,057.99	11/07/2022
SEWAGE TREATMENT	436	KITZMAN'S LTD.	449372	PREMIUM CONSTRUCTION ADHESIV	10/05/2022	115.13	115.13	11/07/2022
SEWAGE TREATMENT	3008	NICHOLSON1 COMMUNICATIONS LLC	25887	DIXON WASTE WATER - FIBER & CAT	10/14/2022	9,876.70	9,876.70	11/07/2022
SEWAGE TREATMENT	555	NICOR	COT 2022 44122320003	2400 W FIRST ST	10/19/2022	77.02	77.02	11/07/2022

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
SEWAGE TREATMENT	555	NICOR	OCT 2022 54122320002	2600 W 3RD ST - 5040077	10/19/2022	237.09	237.09	11/07/2022
SEWAGE TREATMENT	575	ODP BUSINESS SOLUTIONS LLC	273601183001	1 BOX COPY PAPER	10/25/2022	46.99	46.99	11/07/2022
SEWAGE TREATMENT	2928	PACE ANALYTICAL SERVICES LLC	19532817	PHOSPHATE AND NITROGEN TESTIN	10/20/2022	277.74	277.74	11/07/2022
SEWAGE TREATMENT	596	PEST CONTROL CONSULTANTS	406028	BI-MONTHLY SERVICE - OCT 2022	10/21/2022	175.00	175.00	11/07/2022
SEWAGE TREATMENT	609	PINNEY PRINTING COMPANY	27185	#10 WINDOW ENVELOPES	10/12/2022	85.50	85.50	11/07/2022
SEWAGE TREATMENT	610	PITNEY BOWES	3105733847	LEASE POSTAGE MACHINE	09/25/2022	79.27	79.27	10/31/2022
SEWAGE TREATMENT	2874	POLO COOPERATIVE ASSOCIATION	847	INDOL 68 2.5 GAL JUG	10/24/2022	88.80	88.80	11/07/2022
SEWAGE TREATMENT	2743	PRAIRIE STATE TRACTOR LLC	215432	2021 JOHN DEERE - XUV TURN SIGNA	10/10/2022	605.94	605.94	11/07/2022
SEWAGE TREATMENT	728	STERLING NAPA AUTO PARTS	164364	2008 JEEP LIBERTY BLOWER MOTOR	10/17/2022	88.99	88.99	11/07/2022
SEWAGE TREATMENT	728	STERLING NAPA AUTO PARTS	164492	55 GAL DEF	10/18/2022	299.00	299.00	11/07/2022
SEWAGE TREATMENT	728	STERLING NAPA AUTO PARTS	165908	2 YEAR WARRANTY BATTERY	10/28/2022	182.59	182.59	11/07/2022
SEWAGE TREATMENT	819	VERIZON WIRELESS	9918497511	TELEPHONE - WASTE WATER	10/18/2022	86.38	86.38	11/06/2022
SEWAGE TREATMENT	3098	WINCAN LLC	7028	ANNUAL SOFTWARE FOR CAMERA S	09/13/2022	4,174.50	4,174.50	11/07/2022

Total SEWAGE TREATMENT:

58,950.33 58,950.33

FIRE

FIRE	4	ACE HARDWARE	686452	MAINTENANCE SUPPLIES	10/25/2022	45.83	45.83	11/07/2022
FIRE	102	BUSKOHL, RYAN	NOV 2022 BUSKOHL	MILEAGE @ IPELRA GALENA	10/31/2022	95.63	95.63	11/07/2022
FIRE	1490	DINGES FIRE COMPANY	33129	UNIFORM REPAIR	10/13/2022	112.91	112.91	11/07/2022
FIRE	928	EAC SUBMISSIONS	3540	AMBULANCE BILLING SUBMISSIONS	10/16/2022	158.10	158.10	11/07/2022
FIRE	241	EMERGENCY MEDICAL PRODUCTS IN	2486218	EMS SUPPLIES	10/06/2022	499.96	499.96	11/07/2022
FIRE	269	FOSTER COACH SALES INC	24719	LIGHTS	10/05/2022	100.00	100.00	11/07/2022
FIRE	325	HENRY, JACOB	NOV 2022 HENRY	MILEAGE @ VEHICLE MACH TECH EF	10/31/2022	381.88	381.88	11/07/2022
FIRE	1541	KALEEL'S	10312022	PATCH SEW	10/31/2022	5.00	5.00	11/07/2022
FIRE	3008	NICHOLSON1 COMMUNICATIONS LLC	25900	E6 INSTALL	10/28/2022	256.00	256.00	11/07/2022
FIRE	1071	OLIVER'S FOOD PRIDE	1239	BOTTLED WATER	10/27/2022	7.98	7.98	11/07/2022
FIRE	1071	OLIVER'S FOOD PRIDE	3942	BOTTLED WATER	10/31/2022	7.98	7.98	11/07/2022
FIRE	1071	OLIVER'S FOOD PRIDE	4421	EVENT CANDY	10/31/2022	32.38	32.38	11/07/2022
FIRE	1071	OLIVER'S FOOD PRIDE	8625	BOTTLED WATER	10/16/2022	19.95	19.95	11/07/2022
FIRE	1071	OLIVER'S FOOD PRIDE	9588	EVENT CANDY	10/18/2022	29.97	29.97	11/07/2022
FIRE	610	PITNEY BOWES	3105733847	LEASE POSTAGE MACHINE	09/25/2022	26.43	26.43	10/31/2022
FIRE	1340	SHI INTERNATIONAL CORP	B15986663	5YR NETCLOUD MOBILE ESS PLAN &	10/17/2022	1,391.00	1,391.00	11/07/2022
FIRE	801	UNIFORM DEN INC	111051	UNIFORM PATCHES	10/04/2022	210.00	210.00	11/07/2022
FIRE	801	UNIFORM DEN INC	111252	UNIFORM PATCHES	10/04/2022	95.27	95.27	11/07/2022
FIRE	819	VERIZON WIRELESS	9918497511	TELEPHONE - FIRE	10/18/2022	498.85	498.85	11/06/2022

Total FIRE:

3,975.12 3,975.12

POLICE

POLICE	4	ACE HARDWARE	685996	SUCTION HOOKS	10/19/2022	13.55	13.55	11/07/2022
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Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
POLICE	1792	AXIS FORENSIC TOXICOLOGY INC	91461	DRUGS OF ABUSE PANEL- LEMOINE	10/08/2022	250.00	250.00	11/07/2022
POLICE	89	BRANIFF COMMUNICATIONS INC	0034325	ANNUAL PREVENTATIVE MAINTENAN	10/01/2022	3,400.00	3,400.00	11/07/2022
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	10498	TIRE MAINTENANCE, LOF, SENSOR R	09/14/2022	209.08	209.08	11/07/2022
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	10628	LOF, TIRE ROTATION	10/11/2022	77.62	77.62	11/07/2022
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	10686	ENGINE THERMOSTAT, COOLANT	10/21/2022	224.96	224.96	11/07/2022
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	10691	BRAKES, ROTORS	10/24/2022	767.19	767.19	11/07/2022
POLICE	152	COMPLETE AUTOWERKS REPAIR SE	10714	SQUAD TIRE REPAIR	10/27/2022	18.06	18.06	11/07/2022
POLICE	3059	FRIEL, JANET	25506	UNIFORM ALTERATIONS (SHARP, CO	09/30/2022	105.00	105.00	11/07/2022
POLICE	379	IL STATE POLICE	11152022-0057	POWELL-SSCAC FINGERPRINTS	09/30/2022	26.25	26.25	11/07/2022
POLICE	379	IL STATE POLICE	11152022-03952	HATTON FINGERPRINTS	09/30/2022	28.25	28.25	11/07/2022
POLICE	427	KEN NELSON AUTO PLAZA	372092	AC REPAIR, INSPECTION, LOF, ROTAT	10/24/2022	1,096.76	1,096.76	11/07/2022
POLICE	3095	LARRY J FREDERICKS LLC	2328	HALF SHIELD COVER (2)	10/06/2022	195.00	195.00	11/07/2022
POLICE	1191	LEE COUNTY ETSB	12/01/22-11/30/23	SPILLMAN FLEX RMS JOINT PURCHA	09/28/2022	20,500.00	20,500.00	11/07/2022
POLICE	1273	LEGACY PRINTS	M22000000010	MORGAN BUSINESS CARDS	10/03/2022	30.00	30.00	11/07/2022
POLICE	471	LEXIPOL LLC	INVLEX12678	ANNUAL LAW ENFORCEMENT POLIC	10/01/2022	4,903.17	4,903.17	11/07/2022
POLICE	939	MOTOROLA SOLUTIONS	6863020220901	OCTOBER RADIO MAINTENANCE	10/01/2022	216.00	216.00	11/07/2022
POLICE	3008	NICHOLSON1 COMMUNICATIONS LLC	25895	7 SECOND TIME, GUN LOCK REPAIR	10/24/2022	70.00	70.00	11/07/2022
POLICE	580	O'REILLY AUTOMOTIVE INC	1379-478700	OIL FOR SQUADS	10/08/2022	14.58	14.58	11/07/2022
POLICE	580	O'REILLY AUTOMOTIVE INC	1379-478738	BATTERIES	10/09/2022	27.98	27.98	11/07/2022
POLICE	580	O'REILLY AUTOMOTIVE INC	1379-479773	OIL FOR RED CHARGER-EVOC CLAS	10/18/2022	20.48	20.48	11/07/2022
POLICE	580	O'REILLY AUTOMOTIVE INC	1379-480330	OIL FOR SQUADS	10/22/2022	25.47	25.47	11/07/2022
POLICE	580	O'REILLY AUTOMOTIVE INC	1379-480340	SQUAD LIGHT BULBS	10/23/2022	34.30	34.30	11/07/2022
POLICE	629	QUILL CORPORATION	27984858	COFFEE	09/27/2022	93.80	93.80	11/07/2022
POLICE	629	QUILL CORPORATION	28039231	18*18*18 SHIPPING BOXES	09/29/2022	68.74	68.74	11/07/2022
POLICE	629	QUILL CORPORATION	28045080	COIN ENVELOPE	09/29/2022	88.99	88.99	11/07/2022
POLICE	629	QUILL CORPORATION	28102297	FLASH DRIVES	10/03/2022	131.98	131.98	11/07/2022
POLICE	641	RIVER RIDGE ANIMAL HOSPITAL	691955	HERY PRESCRIPTION	10/13/2022	77.50	77.50	11/07/2022
POLICE	677	SBM STERLING BUSINESS CENTER	INV565707	A9844 PRINTER CONTRACT	10/07/2022	214.80	214.80	11/07/2022
POLICE	704	SLIM-N-HANK'S	17710	TOW BILL	10/30/2022	150.00	150.00	11/07/2022
POLICE	704	SLIM-N-HANK'S	17711	TOW BILL	10/30/2022	150.00	150.00	11/07/2022
POLICE	2995	STUDIO FRAMING	10132022	WHELAN SHADOW BOXES	10/27/2022	680.00	680.00	11/07/2022
POLICE	801	UNIFORM DEN INC	110373-03	PARTIAL GROUP ORDER	10/06/2022	270.72	270.72	11/07/2022
POLICE	801	UNIFORM DEN INC	110670	COPPOTELLI VEST CARRIER	10/21/2022	515.84	515.84	11/07/2022
POLICE	801	UNIFORM DEN INC	110671	PENICK VEST CARRIER	10/21/2022	499.50	499.50	11/07/2022
POLICE	801	UNIFORM DEN INC	110678-01	COPPOTELLI DRESS UNIFORM	10/12/2022	229.17	229.17	11/07/2022
POLICE	801	UNIFORM DEN INC	110716-04	NEW HIRE UNIFORM-PENICK	10/06/2022	250.35	250.35	11/07/2022
POLICE	818	VENIER'S JEWELERS	24836	DESK PLATE-LEHMAN	09/29/2022	75.00	75.00	11/07/2022
POLICE	819	VERIZON WIRELESS	9918497511	TELEPHONE - POLICE	10/18/2022	640.93	640.93	11/06/2022
Total POLICE:						36,391.02	36,391.02	

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
LIBRARY								
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	11ML-T1D7-T6FJ	SCAVENGER HUNT PRIZES	10/27/2022	34.10	34.10	11/07/2022
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	1VDG-1HH9-N647	CABLE TIES FOR YOUTH MATERIALS	10/12/2022	7.49	7.49	11/07/2022
LIBRARY	1775	AMAZON CAPITAL SERVICES INC	1VDG-1HH9-N647	FAMILY EVENT SUPPLIES	10/12/2022	40.83	40.83	11/07/2022
LIBRARY	3096	BRIGHTSPEED	OCT 2022 304050193	LIBRARY 304050193	10/04/2022	252.63	252.63	10/31/2022
LIBRARY	1872	CINTAS	4134244034	WET MOP / REPLACE MATS	10/13/2022	36.49	36.49	11/07/2022
LIBRARY	1872	CINTAS	4134244034	CLEANERS: GLASS & DISINF, PAPER	10/13/2022	75.79	75.79	11/07/2022
LIBRARY	1872	CINTAS	4135627105	WET MOP / REPLACE MATS	10/27/2022	36.49	36.49	11/07/2022
LIBRARY	1872	CINTAS	4135627105	CLEANERS: GLASS & DISINF, PAPER	10/27/2022	75.50	75.50	11/07/2022
LIBRARY	2010	CINTAS CORPORATION #355	4134558422	MONTHLY CLEANING RESTROOMS -	10/17/2022	137.82	137.82	11/07/2022
LIBRARY	387	IML RISK MANAGEMENT	NOV 2022	2023 WORK COMP PREMIUM - LIBRA	11/02/2022	236.61	236.61	11/07/2022
LIBRARY	387	IML RISK MANAGEMENT	NOV 2022	2023 INSURANCE PREMIUM - LIBRAR	11/02/2022	9,009.00	9,009.00	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	71951662	ADULT MATERIALS - BOOKS	10/06/2022	105.26	105.26	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	71951662	CHILDREN - BOOKS	10/06/2022	9.60	9.60	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	71972361	ADULT MATERIALS - BOOKS	10/07/2022	35.57	35.57	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	71972362	ADULT MATERIALS - BOOKS	10/07/2022	268.65	268.65	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	71972362	YA - BOOKS	10/07/2022	453.95	453.95	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	71972362	CHILDREN - BOOKS	10/07/2022	29.36	29.36	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72041327	ADULT MATERIALS - BOOKS	10/12/2022	95.99	95.99	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72041327	CHILDREN - BOOKS	10/12/2022	114.05	114.05	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72064246	ADULT MATERIALS - BOOKS	10/13/2022	51.73	51.73	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72064246	YA - BOOKS	10/13/2022	6.49	6.49	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72064246	CHILDREN - BOOKS	10/13/2022	5.64	5.64	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72067856	ADULT MATERIALS - BOOKS	10/13/2022	114.50	114.50	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72067856	CHILDREN - BOOKS	10/13/2022	241.73	241.73	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72085990	ADULT MATERIALS - BOOKS	10/14/2022	18.23	18.23	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72085990	CHILDREN - BOOKS	10/14/2022	10.73	10.73	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72089575	YA - BOOKS	10/14/2022	70.13	70.13	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72089575	CHILDREN - BOOKS	10/14/2022	2.99	2.99	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72141180	ADULT MATERIALS - BOOKS	10/18/2022	443.46	443.46	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72141180	CHILDREN - BOOKS	10/18/2022	158.09	158.09	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72165737	ADULT MATERIALS - BOOKS	10/19/2022	34.94	34.94	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72165737	CHILDREN - BOOKS	10/19/2022	10.73	10.73	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72165738	CHILDREN - BOOKS	10/19/2022	11.47	11.47	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72212181	ADULT MATERIALS - BOOKS	10/21/2022	153.55	153.55	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72212182	ADULT MATERIALS - BOOKS	10/21/2022	112.71	112.71	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72212182	YA - BOOKS	10/21/2022	408.11	408.11	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72212182	CHILDREN - BOOKS	10/21/2022	9.60	9.60	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72270054	ADULT MATERIALS - BOOKS	10/25/2022	127.36	127.36	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72270054	YA - BOOKS	10/25/2022	86.55	86.55	11/07/2022
LIBRARY	389	INGRAM LIBRARY SERVICES	72270054	CHILDREN - BOOKS	10/25/2022	5.08	5.08	11/07/2022

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
LIBRARY	460	LEAF	13857601	SHARP COPIER CONTRACT #100-381	10/18/2022	440.31	440.31	11/07/2022
LIBRARY	1090	MEREDITH BOOKS	NOV 2022 1154	CELEBRATE THE SEASON 2022	10/24/2022	35.91	35.91	11/07/2022
LIBRARY	1227	MIDWEST TAPE	502798571	1 DVD	10/10/2022	23.24	23.24	11/07/2022
LIBRARY	1227	MIDWEST TAPE	502854369	1 AUDIOBOOK	10/21/2022	39.99	39.99	11/07/2022
LIBRARY	2627	NAYAX LLC	1376151	9/2022 MONTHLY SERVICE FEE	09/27/2022	8.95	8.95	11/07/2022
LIBRARY	555	NICOR	NOV 2022 1542232000	LIBRARY 221 S HENNEPIN	10/18/2022	279.03	279.03	11/07/2022
LIBRARY	596	PEST CONTROL CONSULTANTS	406950	MONTHLY SERVICE - OCT 2022	10/26/2022	65.00	65.00	11/07/2022
LIBRARY	677	SBM STERLING BUSINESS CENTER	INV567028	DISPLAY RACKS FOR LITERATURE	10/25/2022	468.00	468.00	11/07/2022
LIBRARY	677	SBM STERLING BUSINESS CENTER	Sales Order 86508	PUBLIC PHOTOCOPIER	09/29/2022	7,753.00	7,753.00	11/07/2022
LIBRARY	1649	STAPLES BUSINESS CREDIT	7601642368-0-1	POST-IT NOTES, SCOTCH TAPE, CAR	10/26/2022	129.51	129.51	11/07/2022
LIBRARY	1065	STERLING ENVIRONMENTAL LLC	OCT 2022	ASBESTOS SAMPLES-ANALYSIS IN B	10/13/2022	342.00	342.00	11/07/2022
LIBRARY	1247	SYNCB/AMAZON	10-2022 # 6525	PLASTIC DIVIDERS	10/10/2022	18.57	18.57	11/07/2022
LIBRARY	1247	SYNCB/AMAZON	10-2022 # 6525	PAPER FOR ADULT CRAFTS	10/10/2022	15.99	15.99	11/07/2022
LIBRARY	763	THE LIBRARY STORE INC	600013	LIBRARY APPLICATION CARDS: ADUL	10/25/2022	45.24	45.24	11/07/2022
LIBRARY	3097	T-REXPLORERS LLC	Nov Family Event	NOV FAMILY EVENT - DINOSAURS	11/16/2022	520.00	520.00	11/07/2022
LIBRARY	790	TRU GREEN	167675578	LAWN SERVICE W.O. 5114381846	10/14/2022	61.10	61.10	11/07/2022
LIBRARY	2923	UNIQUE	6105542	COLLECTIONS	10/01/2022	308.45	308.45	11/07/2022
LIBRARY	819	VERIZON WIRELESS	9918497511	TELEPHONE - LIBRARY	10/18/2022	42.07	42.07	11/06/2022

Total LIBRARY:

23,735.36 23,735.36

LIBRARY GRANT

LIBRARY GRANT	3108	ENVIRONMENTAL CONTROL SOLUTIO	9781	SOFTWARE UPGRADE	10/24/2022	3,846.75	3,846.75	11/07/2022
LIBRARY GRANT	677	SBM STERLING BUSINESS CENTER	Sales Order 86509	OFFICE PHOTOCOPIER	09/29/2022	5,658.00	5,658.00	11/07/2022

Total LIBRARY GRANT:

9,504.75 9,504.75

AIRPORT

AIRPORT	52	ARAMARK	6100067317	MAT NYLON/RUBBER 3X10, MAT NYL	10/12/2022	115.00	115.00	11/07/2022
AIRPORT	275	FYR- FYTER INC	79811	SERVICE 8) FIRE EXTINGUISHERS RE	10/15/2022	323.85	323.85	11/07/2022
AIRPORT	387	IML RISK MANAGEMENT	NOV 2022	2023 INSURANCE PREMIUM - AIRPOR	11/02/2022	4,685.67	4,685.67	11/07/2022
AIRPORT	555	NICOR	OCT 2022 29414020007	1650 FRANKLIN GROVE RD - 1067510	10/13/2022	50.37	50.37	11/07/2022
AIRPORT	555	NICOR	OCT 2022 47628910003	1650 FRANKLIN GROVE RD - 3529837	10/12/2022	24.75	24.75	11/07/2022
AIRPORT	609	PINNEY PRINTING COMPANY	27185	#10 WINDOW ENVELOPES	10/12/2022	85.50	85.50	11/07/2022
AIRPORT	688	SHARE CORP.	214716	CITRA SOLVE II	10/10/2022	276.54	276.54	11/07/2022

Total AIRPORT:

5,561.68 5,561.68

MUNICIPAL BAND

MUNICIPAL BAND	677	SBM STERLING BUSINESS CENTER	INV566770	COLOR COPIES DIXON MUNI BAND	10/21/2022	30.00	30.00	11/07/2022
MUNICIPAL BAND	3099	UNCLAIMED PROPERTY DIVISION	2014	2014 UNCLAIMED PROPERTY TURNE	10/24/2022	200.00	200.00	10/31/2022

Segment DEPARTMENT	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Inv Amt	Amount Paid	Date Paid
MUNICIPAL BAND	3099	UNCLAIMED PROPERTY DIVISION	2015	2015 UNCLAIMED PROPERTY TURNE	10/24/2022	190.00	190.00	10/31/2022
MUNICIPAL BAND	3099	UNCLAIMED PROPERTY DIVISION	2016	2016 UNCLAIMED PROPERTY TURNE	10/24/2022	155.00	155.00	10/31/2022
Total MUNICIPAL BAND:						575.00	575.00	
PUBLIC RELATIONS & MARKETING								
PUBLIC RELATIONS &	1583	DIXON CHAMBER OF COMMERCE &	2022-0929	TABLE COVERINGS - 24 FOR ARTS C	09/14/2022	1,344.00	1,344.00	11/07/2022
PUBLIC RELATIONS &	1583	DIXON CHAMBER OF COMMERCE &	2022-0955	NOVEMEBER - JANUARY	10/04/2022	62,500.00	62,500.00	11/07/2022
PUBLIC RELATIONS &	3099	UNCLAIMED PROPERTY DIVISION	2016	2016 UNCLAIMED PROPERTY TURNE	10/24/2022	40.00	40.00	10/31/2022
PUBLIC RELATIONS &	819	VERIZON WIRELESS	9918497511	TELEPHONE - DOWNTOWN MUSIC	10/18/2022	72.02	72.02	11/06/2022
Total PUBLIC RELATIONS & MARKETING:						63,956.02	63,956.02	
Grand Totals:						745,593.28	745,593.28	

Report Criteria:

Invoices with totals above \$.00 included.

Only paid invoices included.

[Report].Date Paid = 10/18/2022-11/07/2022

Invoice.Batch = "11-01"

Permit Type	Number of Permits
Driveway/Sidewalk	8
Electric	2
Fence	9
Porch	7
Remodel/Repair/Replace	10
Right of Way/Street Opening	2
Right of Way/Yard Dig Permi	2
Roof	12
Shed	4
Siding	2
Siding, Soffit and Fascia	1
Sign Permit - Permanent	1
Soffit and Fascia	1
Solar	3
Windows/Doors	8
Grand Totals:	<hr/> 72
Total Fees & Deposits	\$3075.70
Total Valuation	\$664,458.46



COUNCIL ACTION FORM

Date: 11/07/2022

Presented By: Fire Department

Subject: Ordinance to sign agreement with MABAS Agenda Item: 14a

Description:

The fire department is seeking an ordinance to approve the signing of a Master Agreement between the Dixon Fire Department and the Mutual Aid Box Alarm System (MABAS).

MABAS (Mutual Aid Box Alarm System) in partnership with IEMA (Illinois Emergency Management Agency) has established a statewide, non-discriminatory mutual aid response system for fire, EMS, and specialized incident operational teams. Sharing the effort are representatives from the Office of the State Fire Marshal, Department of Public Health – EMS Division, and Illinois Fire Chiefs Association.

Every MABAS participant agency has signed the same contract with their 1,100 plus counterpart MABAS agencies. MABAS agencies agree to: standards of operation, incident command, minimal equipment staffing, fireground safety, and on-scene terminology. MABAS agencies are able to work together seamlessly on any emergency scene. All MABAS agencies operate on a common radio frequency (IFERN) and are activated for response through pre-designed “run” cards each participating agency designs and tailors to meet their local risk need. MABAS also provides mutual aid station coverage to a stricken community when their fire/EMS resources are committed to an incident for an extended period.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Is this item in the CIP? YES ☐ NO ☒ CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

N/A

Recommendation:

Approve the ordinance for signing the Master Agreement with Mutual Aid Box Alarm System.

Required Action

ORDINANCE ☒

RESOLUTION ☐

MOTION ☐

NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

MOVE TO approve the ordinance authorizing an intergovernmental agreement for the
participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022)

CITY COUNCIL VOTES

VOTES	Councilman Bishop	Councilman Considine	Councilman Oros	Councilman Venier	Mayor Arellano
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor and the Council of the City of Dixon have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

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

SECTION ONE: INCORPORATION OF RECITALS. That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT. That the Mutual Aid Box Alarm System Master Agreement (approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor and the Clerk be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER. All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY. This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this ____ day of _____, 2022 by a roll call vote as follows:

AYES:

NAYS:

ABSENT:

Mayor

ATTEST:

Clerk

STATE OF ILLINOIS)
)
COUNTY OF LEE)

CLERK'S CERTIFICATE

I, Keesha Kunde, the duly qualified and acting Clerk of the City of Dixon, Lee County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

which Ordinance was duly adopted by the City Council of said municipality at a meeting held on the _____ day of _____, 2022.

I do further certify that a quorum of said Council was present at said meeting, and that the Council complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holding of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____, 2022.

Clerk



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term “political subdivision” means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
 - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **"Chapter President"** means a person elected as the President of each state Chapter;
- H. **"Chief Officer"** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **"Council of Chapter Presidents"** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. **"Disaster"** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **"Division"** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **"Emergency"** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **"Emergency Responder"** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **"Emergency Services"** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **"Incident Commander"** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

- responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.
- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
 - Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
 - R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
 - S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
 - T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
 - U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
 - V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ____ day of _____, 202___. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____



COUNCIL ACTION FORM

Date: 11/07/2022

Presented By: Fredericks

Subject: Min/Max Ordinance Agenda Item: 14b

Description:

The Min/Max program with IMLRMA (this covers work comp and property/liability insurance) is up for renewal. This program starts at a lower cost; however, if there significant claims in a year, the City would pay more than if we would have for the traditional plan. 11 years of the City's data was reviewed and showed that by using the min/max plan over the past 11 years, the City would have saved \$450,000. Dixon's exposures increased 7% which created an \$18,975 increase from last year.

The total minimum annual cost for the min/max program is \$290,046. The maximum amount we would have to pay is \$448,454. The traditional program would be an annual cost of \$369,250.

FINANCIAL

Is this a budgeted item? YES ☒ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve the ordinance.

Required Action

ORDINANCE☒ RESOLUTION☐ MOTION☐ NO ACTION REQUIRED☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

MOVE TO approve the ordinance authorizing the execution of the RMA Minimum/Maximum Contribution Agreement.

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Considine	Councilman Marshall	Councilwoman Oros	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF DIXON

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE EXECUTION OF THE RMA
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF DIXON

THIS 7th DAY OF NOVEMBER, 2022

Published in pamphlet form by authority of the City Council of the City of Dixon, this 7th day of November, 2022.

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE EXECUTION OF THE RMA
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT**

Whereas, the Council of the City of Dixon, a member in good standing of the Illinois Municipal League Risk Management Association (RMA) and party to the RMA Intergovernmental Cooperation Contract, has been fully apprised of the RMA Minimum/Maximum Contribution Agreement which amends and supplements the RMA Declarations pages dated 01/01/2023 to 01/01/2024 and all endorsements thereto.

Whereas, the City Council of the City of Dixon finds it to be in the best interest of the municipality to make its RMA contribution in accordance with the RMA Minimum/Maximum Contribution Agreement.

Be it ordained by the City Council of the City of Dixon:

1. That the execution of the RMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 01/01/2023 and ending 01/01/24 is hereby authorized.
2. That the Mayor and the Treasurer are hereby granted authority to execute the RMA Minimum/Maximum Agreement which amends and supplements the RMA Declarations pages dated 01/01/2023 to 01/01/2024 and all endorsements thereto.
3. That this ordinance shall take effect immediately upon its passage and approval.

Mayor

ATTEST:

Clerk

Passed this ____ day of _____, 20__.

Approved this ____ day of _____, 20__.

I, _____, Clerk of the City of Dixon, Illinois, do hereby Certify that the foregoing is a true and correct copy of the Ordinance No. _____ as adopted the ____ day of _____, 20__.

Clerk

INVOICE**2023 Min/Max Contribution**

The signed Min/Max Agreement
must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment
after completing the information
on the reverse side.

Date: October 3, 2022

Member: City of Dixon

Account #: 0152

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ _____

MAKE CHECK PAYABLE TO RMA**BILLING DETAIL****2023 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION**

Work Comp	\$106,568
Auto Liability & Comprehensive General Liability	\$83,498
Portable Equipment	\$3,312
Auto Physical Damage	\$10,894
Property	\$85,774
	<u>\$290,046</u>
2023 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	\$1,500

INVOICE TOTAL**\$291,546**

PLEASE CHOOSE ONE OF THE FOLLOWING
PAYMENT OPTIONS and enter it in the space
provided above:

OPTION #1 – Pay Full Amount

Contribution Amount	\$290,046.00
Minus 1% Savings	\$2,900.46
	<u>\$287,145.54</u>
Illinois Municipal League Dues	\$1,500.00
Total due by 11/18/22	\$288,645.54

OPTION #2 - Pay Full Amount

Contribution Amount	\$290,046.00
Illinois Municipal League Dues	\$1,500.00
Total due by 12/16/22	\$291,546.00

OPTION #3 - Pay in two installments
Includes 1% installment fee

Contribution Amount	\$290,046.00
Plus 1% fee	\$2,900.46
	<u>\$292,946.46</u>
Illinois Municipal League Dues	\$1,500.00
	<u>\$294,446.46</u>

\$187,221.25 Due by 12/16/22**\$107,225.21 Due by 5/19/23**

*Membership with the Illinois Municipal League (IML) is a
requirement to remain a member of the IML Risk
Management Association.

On behalf of the municipality named above ("Member"), I
hereby warrant that I have the authority to sign this agreement
on the Member's behalf. (If choosing the installment option, I
acknowledge and understand that it is afforded only as a benefit
for budgeting purposes and is not meant to allow for mid-term
withdrawal.) I acknowledge and understand that Article 5 of the
Intergovernmental Cooperation Contract ("Contract") prohibits
termination of the Intergovernmental Cooperation Contract no
less than 120 days prior to the first day of January of any given
year. Per Article 5, I warrant that the Member will adhere to the
Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____



City Hall Phone Number _____ Website _____

Minimum/Maximum Contribution Agreement

This Agreement is between the Illinois Municipal League Risk Management Association (RMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **CITY OF DIXON**, a member of RMA. This Agreement amends and supplements the declarations pages dated January 01, 2023 to January 01, 2024 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

- Loss Fund – Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Minimum Loss Fund – 70% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 130% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Paid Claim Dollars – Those payments made by RMA on claims including defense costs against the **CITY OF DIXON** minus recovery from subrogation, deductible or salvage credited against those claim payments.
- Minimum Contribution – Minimum Loss Fund including reinsurance and excess premiums and administrative costs.
- Maximum Contribution – Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The **CITY OF DIXON** hereby agrees to the following schedule of contributions:

		<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess				
Premiums and Administrative				
Costs		\$ 105,236		\$ 105,236
Loss Fund	@ 70%	\$ 184,810	@ 130%	\$ 343,218
Contribution		\$ 290,046		\$ 448,454

- Based upon a comparison of paid claim dollars against the loss fund, RMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.
- For purposes of determining paid claims, RMA will complete a semi-annual review of paid claim dollars.

5. **NOTICE**

RMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60% of the Minimum Loss Fund.

RMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85% of the Minimum Loss Fund.

6. **BILLING/PAYMENT** – The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The **CITY OF DIXON** hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of RMA remain the same under this Agreement, including the handling of all claims and member contribution payment schedules.
8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.
9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.

Mayor/Village President/Town President

Date

Treasurer/Comptroller/Risk Management Coordinator

Date

Reserved for RMA use only

RMA Managing Director

Date

CITY OF DIXON

ORDINANCE NO. _____

**ORDINANCE APPROVING EXECUTION OF AGREEMENT
FOR PURCHASE OF PROPERTY AT
421 N. LINCOLN AVENUE, DIXON, ILLINOIS 61021**

ADOPTED BY THE

COUNCIL

OF THE

CITY OF DIXON

THIS _____ DAY OF NOVEMBER, 2022

Published in pamphlet form by authority of the Council of the City of Dixon, this ____ day
of November, 2022.

ORDINANCE NO. _____

**ORDINANCE APPROVING EXECUTION OF AGREEMENT
FOR PURCHASE OF PROPERTY AT
421 N. LINCOLN AVENUE, DIXON, ILLINOIS 61021**

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed by the Mayor and the City Council of the City of Dixon on the ____ day of November, 2022.

Mayor

ATTEST:

City Clerk

AYE

NAY

Exhibit A

(attach Real Estate Contract)

REAL ESTATE CONTRACT

This Real Estate Contract (this "Contract") is made and entered into this ____ day of _____, 2022, by and between Kristopher D. Brantley ("Seller"), whose address is _____, and the CITY OF DIXON, an Illinois municipal corporation ("Buyer"), whose address is 121 West 2nd Street, Dixon, Illinois 61021, Attn: City Manager.

1. DESCRIPTION AND PRICE.

a. Agreement for Purchase and Sale of Real Estate. Seller agrees to sell and Buyer agrees to purchase upon the terms and conditions set forth in this Contract the real estate, together with all improvements and appurtenances (collectively, the "Premises"), commonly known as 421 N. Lincoln Ave., Dixon, Illinois 61021, legally described as follows:

ALL OF LOT 9 IN THE SUBDIVISION OF TRACT 35 LOVELAND PLACE TRACTS AS SHOWN BY THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF LEE COUNTY, ILLINOIS IN BOOK C OF PLATS, PAGE 45; ALSO, A STRIP OF A PARCEL OF LAND OF UNIFORM WIDTH OF 10 FEET OFF THE ENTIRE SOUTHERLY SIDE OF LOT 8 OF SAID SUBDIVISION OF SAID TRACT 35 LOVELAND PLACE TRACTS, SITUATED IN THE COUNTY OF LEE, STATE OF ILLINOIS.

PIN: 07-02-31-405-005.

b. Price and Method of Payment. Buyer agrees to pay the purchase price of \$70,000.00 in readily available funds to the title company at the time of closing.

2. CLOSING.

a. Time. Closing shall be on or before January 15, 2023, or at such other time as may be mutually agreed in writing.

b. Place. This sale shall be closed at the office of the title company, Kanzley Title Group, Inc., 224 W. River Street, Dixon, Illinois 61021.

c. Closing Fees. The title company's closing fee will be paid by Buyer. However, subject to the Default paragraph, each party will be solely responsible for such party's attorney fees.

d. Conveyance. Conveyance shall be by a recordable, stamped Special Warranty Deed to the Buyer, subject only to those exceptions specified in the Evidence of Title paragraph, upon payment of the purchase price. Buyer shall prepare such deed at its sole cost, subject to review by Seller and Seller's attorney.

e. Possession. At Closing, Seller shall deliver to Buyer possession of the Premises.

f. Compliance. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (i) Real Estate Settlement Procedures Act of 1974; (ii) Internal Revenue Service Form 1099S; (iii) Section 1445 of the Internal Revenue Code (which relates to tax reporting based upon the citizenship status of Seller); (iv) a mutually agreeable summary or closing statement; and (v) all laws, statutes, ordinances, rules and regulations applicable to the transaction.

g. Transfer Taxes. Buyer shall pay all transfer taxes imposed by state or county law, if any.

3. DUE DILIGENCE PERIOD.

a. Matters to Be Reviewed. Buyer shall complete its due diligence review and approval of the environmental condition of the Premises with thirty (30) days of the date of this Contract (the "Due Diligence Period"). Buyer's due diligence shall be limited to the environmental condition of the Premises, including a Phase I environmental site assessment and, if indicated, a Phase II environmental site assessment of the Premises performed by a licensed environmental consultant selected and paid for by Buyer, and in accordance with the applicable ASTM Standards.

b. Notice of Termination. If Buyer determines to terminate this Contract (such determination to be made in Buyer's sole and absolute discretion based upon its due diligence review of the environmental condition of the Premises) within the Due Diligence Period, then Buyer may terminate this Contract by delivering written notice to Seller, which notice must be given within three (3) days of expiration of the Due Diligence Period. Upon request by Seller, Buyer shall, within seven (7) days of receiving such request, provide Seller or Seller's attorney with copies of any due diligence materials relied upon by Buyer in connection with Buyer's determination to terminate this Contract.

c. Early Termination of the Due Diligence Period. Buyer may terminate the Due Diligence Period early by delivery of written notice to Seller indicating its satisfaction with the environmental condition of the Premises and waiver of the unexpired term of the Due Diligence Period.

d. Access. During the Due Diligence Period, Seller shall permit Buyer and its authorized representatives to perform inspections and testing with respect to the environmental condition of the Premises at such times during normal business hours as Buyer or its representatives may request. All inspections and testing shall be nondestructive in nature, and specifically shall not include any physically intrusive testing except with Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All costs and expenses of any kind incurred by Buyer relating to the inspection and testing of the Premises shall be solely Buyer's expense. Seller reserves the right to have a representative present at the time of making any such inspections and testing. Buyer shall notify Seller not less than 24-hours in advance of making any such inspection or testing. Buyer hereby indemnifies and agrees to defend and hold Seller harmless from any and all claims, losses, damages, judgments, settlements, fines, penalties, fees (including, without limitation, attorneys' fees), costs and expenses incurred by Seller and arising out of any personal injury or death of any person or any damage to property resulting from acts or omissions of Buyer or any of its agents, representatives, contractors or subcontractors relative to entry or activities upon the Premises or any surrounding land as well as such inspections and tests. Buyer

agrees that it will restore the Premises in all material respects to the Premises' condition prior to any tests or inspections. Notwithstanding any other provision of this Contract to the contrary, the foregoing agreements of Buyer contained in this subsection shall survive any termination of this Contract or the Closing.

4. REAL ESTATE TAXES. Seller has paid or will have paid all real estate taxes for 2021 (due and payable in 2022) and prior years at or prior to the time of closing. Real Estate taxes for 2022, based on the most recently available real estate tax data at the time of closing, will be prorated to the date of closing, at which time Buyer will receive a credit for Seller's portion of the estimated 2022 real estate taxes.

5. DEFAULT. If this Contract is breached or unable to be performed by either Seller or Buyer (a "default"), then the non-defaulting party shall have the right to pursue all rights given at law or in equity. In the event of any default under this Contract, the defaulting party shall pay on demand the reasonable attorney's fees incurred by the non-defaulting party as a result of such default.

6. NOTICE. All notices under this Contract shall be in writing and may be made by: (i) mailing to a party at the address set forth above by registered or certified mail -- return receipt requested, postage prepaid; or (ii) personal delivery to a party at the address set forth above. Any notice shall be deemed to have been given, delivered or served upon personal delivery; or, if mailed, at 6:00 p.m. on the second business day after the date of mailing. A business day shall be any day on which first class mail is delivered by the U.S. Postal Service, excluding all Saturdays.

7. FIRPTA STATEMENT. Seller is not a "-foreign person" as that term is defined in Internal Revenue Code § 1445(f).

8. CONDITION OF PROPERTY. Buyer acknowledges that Buyer has inspected the Premises and is acquainted with the condition thereof and agrees to accept the same in "as is" condition without any warranties or representations whatsoever from Seller.

9. EVIDENCE OF TITLE. At least 7 days before Closing, Buyer shall secure a Commitment for Title Insurance, issued by a title insurance company authorized to do business in the State of Illinois, showing merchantable title to the Premises in Buyer, committing the company to issue an ALTA owner's policy, insuring title to the Premises in Buyer for the amount of the purchase price. Buyer shall be responsible for all costs of such title insurance.

Permissible exceptions to title shall include only:

- a. the lien of general taxes not yet payable;
- b. zoning and building laws and ordinances;
- c. easements of record for utilities, drainage and public roads, highways and improvements; and
- d. covenants, conditions and restrictions of record.

If title evidence specifically discloses (beyond the mere listing as a standard exception in the commonly accepted ALTA title insurance policy) exceptions other than those permitted in this paragraph, Buyer shall give notice of such exceptions to Seller within a reasonable time before the Closing. Seller shall have a reasonable time to have such title exceptions removed, except that (i)

Seller must pay off or obtain releases on all existing mortgage and other lien indebtedness out of the sale proceeds at Closing unless Buyer agrees to take title subject thereto, and (ii) if Seller is unable to cure all such unpermitted exceptions by Closing, Buyer shall have the options and remedies provided under the Default paragraph, including the right to terminate this Contract.

10. SUCCESSIONS TO THE PARTIES. The covenants and agreements contained in this Contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties.

11. MODIFICATIONS. Any modification of this Contract must be in writing and signed by the parties.

12. CASUALTY AND DAMAGE. If, before the earlier of delivery of possession or the Closing, the improvements on the Premises shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the option of (i) declaring this Contract void, or (ii) accepting the Premises as destroyed or damaged together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign for payment to Buyer. In no event shall Seller be obligated to repair or replace such destroyed or damaged improvements. The provisions the Illinois Uniform Vendor and Purchaser Risk Act shall apply, except as specified otherwise in this paragraph.

13. TIME IS OF THE ESSENCE. Time is of the essence of this Contract.

14. EXECUTION IN MULTIPLE COUNTERPARTS BY ELECTRONIC TRANSMISSION. This Contract may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by electronic transmittal.

15. ENTIRETY OF AGREEMENT. This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, WARRANTY or COVENANT exists.

IN WITNESS WHEREOF, Seller and Buyer have caused this Contract to be executed on the date first set forth above.

SELLER:

BUYER:

CITY OF DIXON

Kristopher D. Brantley

By _____
Liandro Arellano, Mayor



COUNCIL ACTION FORM

Date: 11/7/2022

Presented By: Allen Philhower

Subject: Disposal of Personal Property (Computing Devices) Agenda Item: 14d

Description:

Disposal of used or damaged devices. The City no longer has a need to retain the items. They will be offered for sale to employees at fair market value based on online pricing from buyback sites. Any items unsold to employees will be sold to an online buyback site or disposed. All devices have been cleared of data per industry standards.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☒

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Info Technology _____

Is this item in the CIP? YES ☐ NO ☒ CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Approve disposal of the devices listed.

Required Action

ORDINANCE☒ RESOLUTION☐ MOTION☐ NO ACTION REQUIRED☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

MOVE TO authorize the Disposal of Personal Property (Computing Devices)

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Bishop	Councilman Considine	Councilman Oros	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF DIXON

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL
PROPERTY OWNED BY THE CITY OF DIXON
(Computing Devices)**

ADOPTED BY THE COUNCIL

OF THE CITY OF DIXON

THIS 7th DAY OF November, 2022

Published in pamphlet form by authority of the Council of the City of Dixon, this ____
day of November 2022.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL
PROPERTY OWNED BY THE CITY OF DIXON
(Computing Devices)**

WHEREAS, the City of Dixon, Illinois (the "City") owns and has utilized previously the following described personal property (the "Property"):

Item Descriptions

iPad Air 1 16GB (Qty 3)
iPad Air 2 16GB (Qty 4)
iPad 6th Gen Wifi 32GB (Qty 2)
iPad 6th Gen Cellular 32GB (Qty 3)
iPhone SE2 64GB (Qty 3)
iPhone Xr 64GB (Qty 1)
iPhone SE3 64GB (Qty 1)
Dell E177FP Monitor (Qty 3)
Dell E1709Wc Monitor (Qty 1)
HP LaserJet 1012 Printer (Qty 1)
Panasonic Toughbook CF-53 (Qty 1)

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-76-4, the City may sell personal property it owns which is no longer necessary or useful to it upon the passage of an ordinance authorizing the sale approved by a majority of the corporate authorities then holding office; and

WHEREAS, the City Council has reviewed the needs of the City with reference to the Property and has made a careful study of said needs; and

WHEREAS, it is the opinion of the City Council that the Property is no longer necessary or useful to or for the best interests of the City.

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

SECTION 1: The forgoing recitals are incorporated herein as findings of the City Council by the City of Dixon.

SECTION 2: Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the City Council finds that the Property described above, and now owned by the City, is no longer necessary or useful to the City and that the best interests of the City will be served by its sale.

SECTION 3: Pursuant to said Section 11-76-4, the City Manager be and he is hereby

authorized and directed to sell or dispose of the Property upon such terms and for such price as he deems in the best interest of the City, including, but not limited to, the sale or disposal of the Property for scrap.

SECTION 4: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

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

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

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Passed by the Mayor and the City Council of the City of Dixon on the 7th day of November, 2022.

Mayor

Attest:

City Clerk

RESOLUTION # _____

APPOINTMENTS TO THE
DIXON PUBLIC LIBRARY BOARD OF TRUSTEES

WHEREAS, Marilyn Jackson and Carol Linkowski terms on the Dixon Library Board expired on June 30, 2022.

WHEREAS, Nicole Graff and Nicholas Haws have indicated a desire to serve as members of the Dixon Public Library Board of Trustees; and

WHEREAS, the Mayor of the City of Dixon has recommended the appointment of Nicole Graff and Nicholas Haws to serve as members of the Dixon Library Board; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Dixon that Nicole Graff and Nicholas Haws be appointed to the Dixon Library Board for a term commencing November 7, 2022 and ending June 30, 2025, or until his successor is duly appointed and qualified.

This Resolution read and approved this 7th day of November, 2022.

Mayor

ATTEST:

City Clerk



COUNCIL ACTION FORM

Date: 11/7/2022

Presented By: Heckman

Subject: Public Water Supply Loan Resolution Agenda Item: 15b

Description:

This resolution authorizes the City Manager to sign loan application forms and supporting documents for the next phase in our Public Water Supply Loan Program project plan.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Water _____

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

None

Recommendation:

Approve the resolution.

Required Action

ORDINANCE ☐ RESOLUTION ☒ MOTION ☐ NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: _____ SECONDED BY: _____

MOVE TO approve the resolution authorizing the City Manager to sign all Public Water Supply
Loan application documents and forms.

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Bishop	Councilman Considine	Councilman Oros	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AUTHORIZATION OF A LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE
TO SIGN PWSLP LOAN APPLICATION DOCUMENTS

Whereas, application provisions for loans from the Public Water Supply Loan Program require that the City of Dixon authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the City Council of the City of Dixon that the City Manager is hereby authorized to sign all loan application forms and documents.

Resolved this <u>7th</u> day of <u>November</u> , <u>2022</u> .	
Nov 7, 2022	
_____ Signature	_____ Date
Liandro Arellano, Jr.	Mayor
_____ Printed Name	_____ Title
Certified to be a true and accurate copy, passed and adopted on the above date.	
<div style="border: 1px solid black; height: 150px; width: 400px; margin: 20px auto;"></div>	
Signature & Stamp/Seal of Notary Public	

ORDINANCE NO. _____

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR
THE CITY OF DIXON, LEE COUNTY, ILLINOIS FOR THE FISCAL YEAR
BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023

ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF DIXON, ILLINOIS
THIS 5TH DAY OF DECEMBER, 2022

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

SECTION 1. That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of four million, six hundred forty-eight thousand, six hundred twenty-five dollars (\$4,648,625).

SECTION 2. That the sum of four million, six hundred forty-eight thousand, six hundred twenty-five dollars (\$4,648,625) being the total of appropriations heretofore legally made that are to be collected from the tax levy of the current fiscal year of the City of Dixon, Illinois for all corporate purposes of providing for a Police Pension Fund, Firefighter's Pension Fund, Illinois Municipal Retirement Fund, Social Security Fund, Library Fund and General Corporate Fund, as budgeted for the current fiscal year by annual budget ordinance of the City of Dixon for the Fiscal Year 2023, passed by the Mayor and City Council at the legally convened meeting of April 18, 2022, and the same is hereby levied on all the taxable property in the City of Dixon, Illinois, subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "To be Raised by Tax Levy", the tax so levied being for the current fiscal year, and for the said appropriation to be collected from said tax levy, the total of which has been ascertained above and being as follows:

Description	Total Budget	Estimate Receipts from Sources other than Tax Levy	To be Raised by Tax Levy
<u>General Corporate Fund</u>			
<u>Council</u>			
PARTTIME SALARY	57,500	57,500	
AUTO/ PHONE ALLOW	1,200	1,200	
LEGAL	9,000	199,000	
OTHER CONTRACTUAL	1,800	1,800	
PRINTING/PUBLISHING	5,000	5,000	
DUES	3,000	3,000	
OFFICE SUPPLIES	750	750	
CONF, MEETING, MILEAGE	9,000	9,000	
	277,250	277,250	
<u>ECONOMIC DEVELOPMENT</u>			
PRINTING/PUBLISHING	1,100	1,100	
DUES	1,100	1,100	
ADVERTISING	1,000	1,000	
CONFERENCE/ MEETING	3,000	3,000	
DONATION EXPENSE	102,400	102,400	
	108,600	108,600	-
<u>FIRE/POLICE COMMISSION</u>			
CONTRCTUAL EXPENSE	8,500	8,500	
MEDICAL	5,500	5,500	
SUPPLIES	3,000	3,000	
	17,000	17,000	-
<u>ADMINISTRATION</u>			
FULLTIME SALARY	450,876	450,876	
PARTTIME WAGES	6,000	6,000	
OVERTIME	500	500	
EXTRA DUTY PAY	20,500	20,500	
MEDICAL INSURANCE	72,984	72,984	
LIFE INSURANCE	273	273	
AUTO/ PHONE ALLOW	11,160	11,160	
AUDIT EXP	42,000	7,000	35,000
CONTRACTUAL EXPENSE	55,750	55,750	
MEDICAL EXP	11,000	11,000	
POSTAGE	3,000	3,000	
TELEPHONE	2,500	2,500	
PRINTING/PUBLISHING	1,900	1,900	

DUES & SUBSCRIPTIONS	4,700	4,700	
ADVERTISING	2,000	2,000	
FUEL AND OIL	250	250	
SMALL EQUIP/TOOLS	2,200	2,200	
OFFICE SUPPLIES	13,000	13,000	
PROF DEV/ TRAINING	29,350	29,350	
TUITION REIMBURSEMENT	2,000	2,000	
	<u>731,943</u>	<u>696,943</u>	<u>35,000</u>

INFORMATION TECHNOLOGY

FULLTIME SALARY	61,442	61,442	
PARTTIME WAGES	-	-	
EXTRA DUTY PAY	1,700	1,700	
MEDICAL INSURANCE	15,116	15,116	
LIFE INSURANCE	34	34	
AUTO/ PHONE ALLOW	720	720	
INFO TECHNOLOGY	148,646	148,646	
TELEPHONE	300	300	
DUES & SUBSCRIPTIONS	600	600	
FUEL AND OIL	-	-	
OPERATING SUPPLIES	5,000	5,000	
SMALL TOOLS AND EQUIPMENT	45,000	45,000	
PROF DEV/ TRAINING	2,000	2,000	
	<u>280,558</u>	<u>280,558</u>	<u>-</u>

MUNICIPAL

EXTRA DUTY PAY	-	-	
MEDICAL INSURANCE	95,845	95,845	
PENSIONS	2,180,761	307,373	1,873,388
UNEMPLOYMENT INS	20,000	-	20,000
WORKERS COMP	144,727	49,341	95,386
MAINT & REPAIRS	22,500	22,500	
OTHER CONTRACTUAL	13,000	13,000	
PROPERTY LIABILITY INS	163,340	33,814	129,526
BOND INSURANCE	1,500	-	1,500
OPERATING SUPPLIES	3,500	3,500	
SMALL EQUIP/TOOLS	4,000	4,000	
NATURAL GAS	2,500	2,500	
	<u>2,651,673</u>	<u>531,873</u>	<u>2,119,800</u>

BUILDING

FULLTIME SALARY	139,981	139,981	
EXTRA DUTY PAY	1,900	1,900	

MEDICAL INSURANCE	40,836	40,836	
LIFE INSURANCE	97	97	
MAINT & REPAIRS	4,200	4,200	
ENGINEERING	800	800	
CONTRACTUAL	30,000	30,000	
INFO TECHNOLOGY	-	-	
POSTAGE	350	350	
TELEPHONE	1,970	1,970	
PRINTING/PUBLISHING	400	400	
DUES & SUBSCRIPTIONS	2,000	2,000	
FUEL AND OIL	2,300	2,300	
SMALL EQUIP/TOOLS	900	900	
OFFICE SUPPLIES	1,400	1,400	
PROFESSIONAL DEVELOPMENT/TRAIN	5,500	5,500	
LEASE PAYMENT	450	450	
	233,084	233,084	-

STREETS

FULLTIME SALARY	474,431	159,181	315,250
PARTTIME SALARY	19,000	9,000	10,000
OVERTIME	45,000	25,000	20,000
EXTRA DUTY PAY	11,980	6,980	5,000
MEDICAL INSURANCE	115,137	55,137	60,000
LIFE INSURANCE	487	487	
CLOTHING ALLOW	3,600	3,600	
MAINT & REPAIRS	50,000	50,000	
CONTRACTUAL	21,000	21,000	
MEDICAL EXP	1,000	1,000	
INFO TECHNOLOGY	1,500	1,500	
TELEPHONE	1,010	1,010	
DUES & SUBSCRIPTIONS	2,000	2,000	
FUEL AND OIL	35,000	35,000	
OPERATING SUPPLIES	212,000	175,525	36,475
SMALL EQUIP/TOOLS	8,500	8,500	
OFFICE SUPPLIES	500	500	
PROF DEV/ TRAINING	10,000	10,000	
NATURAL GAS	2,000	2,000	
ELECTRICITY	170,000	170,000	
	1,184,145	737,420	446,725

PUBLIC PROPERTY

FULLTIME SALARY	75,785	35,785	40,000
PARTTIME WAGES	27,500	12,500	15,000

OVERTIME	7,000	4,500	2,500
EXTRA DUTY PAY	1,200	1,200	
MEDICAL INSURANCE	13,501	6,001	7,500
LIFE INSURANCE	49	49	
CLOTHING ALLOW	225	225	
MAINT & REPAIRS	22,000	22,000	
OTHER CONTRACTUAL	21,500	21,500	
MEDICAL EXP	300	300	
TELEPHONE	2,000	2,000	
FUEL AND OIL	8,000	8,000	
OPERATING SUPPLIES	38,950	26,950	12,000
SMALL EQUIP/TOOLS	28,000	28,000	
OFFICE SUPPLIES	300	300	
PROF DEV/ TRAINING	1,000	1,000	
NATURAL GAS	1,500	1,500	
ELECTRICITY	1,000	1,000	
BAD DEBT EXPENSE	-	-	
	249,810	172,810	77,000

CEMETERY

FULLTIME SALARY	75,785	21,185	54,600
PARTTIME WAGES	57,000	57,000	
OVERTIME	10,000	10,000	
EXTRA DUTY PAY	1,200	1,200	
MEDICAL INSURANCE	13,501	13,501	
LIFE INSURANCE	49	49	
CLOTHING ALLOW	225	225	
MAINT & REPAIRS	8,000	8,000	
OTHER CONTRACTUAL	5,000	5,000	
TELEPHONE	1,000	1,000	
DUES	750	750	
FUEL AND OIL	8,000	8,000	
OPERATING SUPPLIES	11,450	11,450	
SMALL EQUIP/TOOLS	5,000	5,000	
OFFICE SUPPLIES	200	200	
PROF DEV/ TRAINING	1,000	1,000	
NATURAL GAS	3,000	3,000	
ELECTRICITY	1,000	1,000	
BAD DEBT EXPENSE	1,000	1,000	
	203,160	148,560	54,600

VETERANS PARK

TELEPHONE	3,000	3,000	
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NATURAL GAS	2,000	2,000	
ELECTRICITY	2,000	2,000	
	7,000	7,000	-

PUBLIC SAFETY BUILDING

FULLTIME SALARY	34,432	34,432	
PARTTIME WAGES	6,000	6,000	
OVERTIME	2,500	2,500	
EXTRA DUTY PAY	200	200	
MEDICAL INSURANCE	21,595	21,595	
LIFE INSURANCE	49	49	
MAINT & REPAIRS	45,950	45,950	
OTHER CONTRACTUAL	3,500	3,500	
OPERATING SUPPLIES	10,000	10,000	
NATURAL GAS	12,000	12,000	
	136,226	136,226	-

DOWNTOWN MAINTENANCE

FULLTIME SALARY	-	-	
OVERTIME	-	-	
EXTRA DUTY PAY	-	-	
MEDICAL INSURANCE	-	-	
LIFE INSURANCE	-	-	
CLOTHING ALLOW	-	-	
MAINT & REPAIRS	2,500	2,500	
CONTRACTUAL	25,500	25,500	
OPERATING SUPPLIES	6,000	6,000	
	34,000	34,000	

TRAFFIC MAINTENANCE

PARTTIME SALARY	7,000	7,000	-
TELEPHONE	800	800	
OPERATING SUPPLIES	46,500	46,500	
SMALL EQUIP/TOOLS	1,000	1,000	
	55,300	55,300	-

FIRE

FULLTIME SALARY	1,132,970	1,132,970	
PARTTIME SALARY	7,000	7,000	
OVERTIME	150,000	150,000	
EXTRA DUTY PAY	136,771	136,771	
MEDICAL INSURANCE	277,865	277,865	
LIFE INSURANCE	728	728	
MAINT & REPAIRS	28,000	28,000	

OTHER CONTRACTUAL	18,000	18,000	
MEDICAL EXP	5,000	5,000	
INFO TECHNOLOGY	5,000	5,000	
POSTAGE	500	500	
TELEPHONE	3,900	3,900	
PRINTING/PUBLISHING	450	450	
DUES & SUBSCRIPTIONS	3,000	3,000	
MAINTENANCE SUPPLIES	2,500	2,500	
FUEL AND OIL	7,500	7,500	
OPERATING SUPPLIES	10,000	10,000	
UNIFORMS	17,000	17,000	
SMALL EQUIP/TOOLS	10,500	10,500	
OFFICE SUPPLIES	1,500	1,500	
PROFESSIONAL DEVELOPMENT/TRAIN	32,000	32,000	
TUITION REIMBURSEMENT	10,000	10,000	
GRANT MATCH	-	-	
	1,860,184	1,860,184	-

POLICE

FULLTIME SALARY	2,422,501	1,112,501	1,310,000
PARTTIME SALARY	18,000	18,000	
OVERTIME	136,000	136,000	
EXTRA DUTY PAY	260,040	260,040	
MEDICAL INSURANCE	469,920	469,920	
LIFE INSURANCE	1,632	1,632	
CLOTHING ALLOW	6,750	6,750	
MAINT & REPAIRS	48,200	48,200	
OTHER CONTRACTUAL	261,766	261,766	
MEDICAL EXP	7,600	7,600	
INFORMATION TECHNOLOGY	22,300	22,300	
POSTAGE	1,250	1,250	
TELEPHONE	24,000	24,000	
PRINTING/PUBLISHING	1,000	1,000	
DUES & SUBSCRIPTIONS	3,645	3,645	
FUEL AND OIL	50,000	50,000	
OPERATING SUPPLIES	26,600	26,600	
UNIFORMS	23,800	23,800	
SMALL EQUIPMENT AND TOOLS	35,100	35,100	
OFFICE SUPPLIES	5,000	5,000	
PROFESSIONAL DEVELOPMENT/TRAIN	28,613	28,613	
TUITION REIMBURSEMENT	2,000	2,000	
OTHER EXP	2,000	2,000	
	3,857,717	2,547,717	1,310,000

PUBLIC RELATIONS & TOURISM

MAINT & REPAIRS	5,000	5,000	
CONTRACTUAL EXPENSES	18,500	18,500	
DUES	1,000	1,000	
DONATION EXPENSE	346,030	346,030	
	370,530	370,530	-
TOTAL GENERAL CORPORATE FUND	12,258,180	8,215,055	4,043,125

IMRF FUND

	-		
PENSION	125,000	125,000	-

SOCIAL SECURITY FUND

SOCIAL SECURITY	230,000	230,000	-
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LIBRARY FUND

	-		
FULLTIME SALARY	284,000	9,000	275,000
PARTTIME SALARY	80,000	5,000	75,000
MEDICAL INSURANCE	84,000	9,000	75,000
LIFE INSURANCE	500	100	400
PENSION	-	-	-
UNEMPLOYMENT INSURANCE	2,000	2,000	-
WORKERS COMP	500	500	-
MAINT & REPAIRS	44,000	15,418	28,582
OTHER CONTRACTUAL	13,000	3,954	9,046
INFO TECHNOLOGY	22,000	4,500	17,500
POSTAGE	500	500	
TELEPHONE	4,400	900	3,500
PRINTING/PUBLISHING	1,000	500	500
DUES & SUBSCRIPTIONS	600	100	500
PROPERTY INSURANCE	13,000	7,000	6,000
MAINTENANCE SUPPLIES	3,000	500	2,500
MATERIALS SUPPLIES	4,500	500	4,000
ADULT LIBRARY MATERIALS	37,000	2,000	35,000
YOUNG ADULT LIBRARY MATERIALS	12,500	1,231	11,269
CHILD LIBRARY MATERIALS	19,000	1,000	18,000
PERIODICALS	4,500	500	4,000
MATERIALS DATABASE	15,000	2,000	13,000
TRUST BUILDING PROJECTS	-	-	
SMALL EQUIP/TOOLS	25,126	13,126	12,000
OFFICE SUPPLIES	4,000	500	3,500
PROGRAMS	11,500	2,239	9,261

PROF DEV/TRAINNG	2,000	500	1,500
NATURAL GAS	2,000	1,558	442
MISC EXP	250	250	
LIBRARY PURCHASES	22,452	22,452	
	<u>712,328</u>	<u>106,828</u>	<u>605,500</u>

PERFORMING ARTS FUND

	-		
CONTRACTUAL WAGES	36,200	36,200	
OPERATING SUPPLIES	2,000	2,000	
MILEAGE/MEAL ALLOWANCE	1,000	1,000	
CONTRACTUAL EXPENSES	-	-	
	<u>39,200</u>	<u>39,200</u>	<u>-</u>

FIRE PENSION

	-		
PENSION PAYMENTS	1,300,000	1,300,000	
CONTRACTUAL EXPENSE	78,000	78,000	
OTHER EXPENSE	5,000	5,000	
	<u>1,383,000</u>	<u>1,383,000</u>	<u>-</u>

POLICE PENSION

	-		
PENSION PAYMENTS	1,600,000	202,922	
CONTRACTUAL EXPENSE	135,000	135,000	
OTHER EXPENSE	5,000	5,000	
	<u>1,740,000</u>	<u>342,922</u>	<u>-</u>

Total All Funds

16,487,708	10,442,005	4,648,625
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RECAP:

CORPORATE	6,004,752	3,607,639	2,397,113
FIRE	1,860,184	1,860,184	-
POLICE	3,857,717	2,547,717	1,310,000
CEMETERY TAX	203,160	148,560	54,600
AUDIT TAX	42,000	7,000	35,000
CLAIM & JUDGEMENT TAX	329,567	83,155	246,412
GENERAL CORPORATE FUND	<u>12,297,380</u>	<u>8,254,255</u>	<u>4,043,125</u>

LIBRARY	668,328	91,410	576,918
LIBRARY BUILDING & MAINTENANCE	<u>44,000</u>	<u>15,418</u>	<u>28,582</u>
	<u>712,328</u>	<u>106,828</u>	<u>605,500</u>

IL MUNICIPAL RETIREMENT FUND	125,000	125,000	-
SOCIAL SECURITY FUND	230,000	230,000	-
FIREMAN'S PENSION	1,383,000	1,383,000	-

POLICEMAN'S PENSION	1,740,000	342,922	-
TOTAL ALL FUNDS	16,487,708	10,442,005	4,648,625

SECTION 3. That the total amount of four million, six hundred forty-eight thousand, six hundred twenty-five dollars (\$4,648,625) ascertained above is hereby levied and assessed on all the taxable property in the City of Dixon, Illinois according to the value of said property as assessed and equalized for state and county purposes for the current fiscal year.

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

SECTION 5. That there is hereby certified to the County Clerk of Lee County, Illinois, the several sums above, constituting the total amount four million, six hundred forty-eight thousand, six hundred twenty-five dollars (\$4,648,625) which the City of Dixon, Illinois requires to be raised by taxation for the current fiscal year, and the Clerk of the City of Dixon, Illinois is hereby ordered and directed to file with the County Clerk of Lee County, Illinois, on or before the last Tuesday of December, 2021, a certified copy of this Ordinance.

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

Passed and approved this 5th day of December, 2022.

MAYOR

ATTEST:

CITY CLERK

SETTLEMENT AGREEMENT

This Settlement Agreement dated _____, 2022 (“Settlement Agreement”) is entered into by the City of Dixon (the “Municipality”), and Commonwealth Edison Company (“ComEd”) (the Municipality, and ComEd together, the “Parties,” and each a “Party”), and Azavar Audit Solutions, Inc. (“Azavar”).

RECITALS

WHEREAS, ComEd is an Illinois corporation engaged in the transmission, sale, and distribution of electricity to the public in Illinois, and is a public utility as defined in Section 3-105 of the Public Utilities Act.

WHEREAS, the Municipality is a municipal corporation organized and existing under Article VII of the 1970 Constitution of the State of Illinois.

WHEREAS, Azavar has entered into an agreement with the Municipality to audit ComEd’s collection and remittance of municipal utility taxes for electric service;

WHEREAS, Section 5-2-3 of the Municipality’s Code of Ordinances imposes a Municipal Utility Tax (“MUT”) on the distribution, supply, furnishing, or sale of electricity within the corporate limits of the Municipality.

WHEREAS, on February 19, 2018 Azavar, as the Municipality’s authorized agent, issued a Notice of Audit to ComEd seeking to audit ComEd’s collection and remittance of MUT for electric service.

WHEREAS, on December 4, 2018, the Municipality issued a Notice of Tax Liability (“NTL”) alleging that ComEd failed to collect and remit certain MUT to the Municipality.

WHEREAS, ComEd timely filed its protest of the NTL disputing the allegations in the NTL.

WHEREAS, the Parties continue to disagree about the validity of the allegations in the NTL.

WHEREAS, in recognition of the expense and hazards of litigation, the Parties now wish to resolve the allegations in the NTL.

THEREFORE, in consideration of the various undertakings and covenants hereinafter provided for, the Parties hereby agree as follows:

SETTLEMENT TERMS

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein and upon acknowledgement by each of the Parties of the receipt of valuable consideration, the Parties agree as follows:

1. **Recitals.** Each of the recitals set forth above is expressly incorporated herein.

2. **Settlement Amount.** In consideration of the foregoing and in further consideration of the statements, representations, promises, covenants and warranties as set forth herein, ComEd will pay to the Municipality in settlement of the NTL the total amount of \$113,539.53 (one hundred thirteen thousand five hundred thirty-nine dollars and fifty-three cents) (the "Settlement Amount"). This payment will constitute full payment and satisfaction of the NTL.

3. **Erroneous Payments to the Municipality.** The Municipality understands that ComEd is engaged in audit processes with other Illinois communities. In connection with those audits, if ComEd is determined to owe MUT to another community that it erroneously paid to the Municipality, and pays another community any such amount on or before December 31, 2022, the Municipality agrees that, upon notice and reasonable verification of same, ComEd may deduct such amount (the "Credit") from a future MUT remittance to the Municipality. The Credit shall be only for the actual tax erroneously remitted to the Municipality and not for any penalties or interest ComEd may have additionally paid another community. The Credit may be taken by ComEd without regard to any statute-of-limitations or refund arguments that otherwise might be available to the Municipality pursuant to local ordinance or state law. Under no circumstances shall the total amount of the Credit exceed 10% of the Settlement Amount.

4. **Payment Method and Instructions.** Within 15 business days of the full execution of this Settlement Agreement, ComEd will pay the Settlement Amount to the Municipality in full and final settlement of the NTL, the sufficiency of which is hereby acknowledged and agreed to by the Municipality. ComEd will make payment of the Settlement Amount by wire pursuant to the following wiring instructions:

Account Title: Cozen O'Connor IOLTA-IOLA
Account Number: 800009782
Routing Number: 271070801
Bank Name Citibank
Bank Address Chicago, IL
SWIFT Code CITIUS33

5. **No Admission.** This Settlement Agreement constitutes the compromise of disputed claims, causes of actions, denials, and/or defenses made or to be made by the Parties or any of them, and attorney fees and costs, and is being entered into solely for the purpose of bringing to an end the real or potential claims referred to herein and to avoid further costs of litigation. The Parties understand and agree that neither the entry into this Settlement Agreement nor the payment of the Settlement Amount shall constitute or be construed as an admission of liability by either Party to any person or entity. This

Settlement Agreement, each of its provisions, any prior drafts thereof, any negotiations, proceedings, or agreements relating to it, and any matter arising in connection with such negotiations, proceedings, or agreements, shall not be offered or received in evidence in any litigation other than litigation brought to enforce the terms of this Settlement Agreement.

6. General Releases. Effective upon the full execution of this Settlement Agreement by the Parties, the Municipality, on behalf of itself, and its agents, representatives, personal representatives, subsidiaries, partners, managers, members, officers, directors, employees, shareholders, affiliates, divisions, predecessors, successors, and assigns, hereby waives, releases, relinquishes, and forever discharges any and all claims, suits, causes of action, debts, liens, demands, liabilities, obligations, covenants, controversies, agreements, promises, damages, costs, and expenses of any nature or kind whatsoever, at law or in equity, related to the MUT due or allegedly due to the Municipality on or before December 31, 2018, which it has brought or could have brought as of the date of this Settlement Agreement, against ComEd and/or any of its respective affiliates or its respective members, managers, officers, directors, shareholders, owners, partners, agents, lenders, employees, attorneys, personal representatives, successors and assigns. Contemporaneously, and as part of this mutual release, ComEd, on behalf of itself and each of its agents, representatives, personal representatives, subsidiaries, partners, managers, members, officers, directors, employees, shareholders, affiliates, divisions, successors, predecessors and assigns, hereby waives, releases, relinquishes, and forever discharges any and all claims, suits, causes of action, debts, liens, demands, liabilities, obligations, covenants, controversies, agreements, promises, damages, costs, and expenses of any nature or kind whatsoever, at law or in equity, related to the MUT due or allegedly due to the Municipality on or before December 31, 2018, which it has brought or could have brought as of the date of this Settlement Agreement, against the Municipality and/or its respective affiliates or its respective members, managers, officers, directors, shareholders, owners, partners, agents, lenders, employees, attorneys, successors and assigns.

7. Disclosure and Confidentiality. The Parties and Azavar agree to maintain the negotiations, calculations, and terms of this Settlement Agreement in confidence. In making any disclosure permitted in this Paragraph, the Parties and Azavar agree that they will limit the content of all disclosures and make only such disclosures as are necessary to comply with such permitted disclosures:

- a. to the Parties' attorneys, accountants, appraisers, agents, and other persons for the purpose of providing accounting or tax advice or services to one of the Parties;
- b. by counsel to the Municipality, as necessary to provide privileged and confidential legal advice to any other municipality that has issued an NTL to ComEd, provided that such municipalities agree to treat such information as confidential;
- c. as deemed necessary by ComEd, in response to inquiries made regarding this Settlement Agreement by other municipalities that have issued a NTL

to ComEd, provided that Parties agree to treat the information provided by ComEd as confidential;

- d. in response to a lawful subpoena, court order or written request from a state or federal government official provided that prior notice, is given to the non-disclosing Party or Parties;
- e. as deemed necessary by ComEd to any regulatory body with jurisdiction over it, including but not limited to, the Illinois Commerce Commission;
- f. to the extent necessary to comply with state or federal laws or regulations, including, but not limited to, to the Freedom of Information Act ("FOIA") and the Open Meetings Act ("OMA");
- g. to the extent necessary to enforce the terms of this Settlement Agreement or in any other legal dispute involving only Parties to this Settlement Agreement and/or Azavar.

Moreover, acknowledging that the Municipality is a public body subject to FOIA requests and the OMA, and may be subject by law to other public-disclosure requirements, it is therefore agreed that, if there is a legally required public disclosure on or before December 31, 2025 of any of the terms of this Settlement Agreement pursuant to FOIA, the Open Meetings Act, or any other similar public disclosure-requirement, the Municipality shall notify ComEd by electronic mail at least two (2) business days prior to such disclosure of any of the terms of this Settlement Agreement pursuant to such legal requirements. The Municipality shall not be required to provide notice pursuant to this paragraph related to the consideration or approval of the Settlement Agreement by the corporate authorities of the Municipality or the publication of related documents including, but not limited to, meeting minutes and agendas.

The Municipality shall provide such electronic mail communication to the following e-mail address:

- litigationattorneys@exeloncorp.com.

Except for the permitted disclosures referenced above, the Parties and Azavar further agree not to initiate any publicity or make any public statement or comment regarding or related to the NTL or this Settlement Agreement except as required by law or as set forth above in this Paragraph. If media requests are received or questions raised regarding the NTL or this Settlement Agreement, Azavar shall decline to comment and the Parties shall provide only the following response, without elaboration: "The Parties decided to settle this matter. Further comment regarding the settlement is prohibited by the Parties' Settlement Agreement, except as required by law."

The Parties and Azavar acknowledge and agree that damages that will result to ComEd if the Municipality or Azavar violates the provisions set forth in this Paragraph shall be extremely difficult or impossible to establish or prove, and agree that the amount of one

thousand dollars and zero cents (\$1,000.00) shall constitute liquidated damages for any such violation by the Municipality or ComEd and five thousand dollars and zero cents (\$5,000.00) shall constitute liquidated damages for any such violation by Azavar.

ComEd and the Municipality agree that such liquidated damages shall be in lieu of all other claims that ComEd or the Municipality may make by reason of any such violation.

8. Release as a Defense. This Settlement Agreement may be pleaded as a full and complete defense and may be used as the basis for an injunction against any action, suit, or proceeding, which may be prosecuted, instituted, or attempted by any Party in breach thereof.

9. Remedies. The Parties expressly agree that if either Party elects to take any legal action to enforce the terms of this Settlement Agreement, in addition to any other remedies available, the prevailing Party shall be entitled to recover from the other Party all of its associated costs and expenses, including, without limitation, its reasonable attorneys' fees incurred by the prevailing Party in connection with such enforcement steps.

10. Survival. All promises, covenants, warranties and representations contained in this Settlement Agreement shall survive execution of this Settlement Agreement, except where explicitly stated otherwise.

11. Successors and Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties' respective successors, assigns, beneficiaries, heirs, executors, trustees, administrators, representatives, officers, directors, stockholders, agents, and insurers.

12. Representation by Counsel. The Parties acknowledge that they have each been represented by independent counsel of their own choice throughout all of the negotiations that preceded and resulted in the execution of this Settlement Agreement. This Settlement Agreement shall be construed fairly as to all Parties and not in favor of or against any of the Parties regardless of who prepared this Settlement Agreement.

13. Entire Agreement. The Parties understand and agree that this is the entire agreement between the Parties.

14. Modification or Amendment. This Settlement Agreement shall not be modified, altered, or discharged except by an instrument in writing, signed by the Party against whom enforcement of the amendment, alteration, or modification is sought.

15. Governing Law. This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of law.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall be admissible in evidence, but all of which together shall constitute one and the same instrument and shall become effective when counterparts executed by each Party have been delivered to counsel

for all other Parties. Execution by facsimile, by an electronically transmitted signature, or by Portable Document Format (PDF), shall be fully and legally binding on the Parties.

17. **Headings.** The paragraph headings in this Settlement Agreement are for convenience only and shall not affect the meaning or interpretation of its provisions.

18. **Authority and No Assignment.** Each Party: (a) represents and warrants that it is authorized to enter into this Settlement Agreement and that it is authorized to give the releases contained herein and (b) represents and warrants that, other than as expressly set forth herein, neither it nor any of its agents, representatives, officers, members, employees, or attorneys have made, assigned, transferred, sold, pledged or hypothecated, or have purported to make, assign, transfer, sell, pledge or hypothecate, any actual or alleged claims, demands, causes of action, obligation, liabilities, or any interest in the matters being released by this Settlement Agreement, which, but for such assignment, transfer, sale, pledge, or hypothecation, would be subject to the release in this Settlement Agreement.

19. **Severability.** Should any provision of this Settlement Agreement be declared or determined by a court to be illegal or invalid, the court shall have the power to modify this Settlement Agreement so that it conforms with prevailing law and the validity of the remaining parts, terms, or provisions shall not be affected thereby. If any provision of this Settlement Agreement shall be held, declared, or pronounced void, voidable, invalid, unenforceable, or inoperative, in whole or in part, for any reason by any court of competent jurisdiction, government authority, or otherwise, such holding, declaration, or pronouncement shall not adversely affect any other provision of this Settlement Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms. To the extent permitted by applicable law, the Parties hereby knowingly, voluntarily and intelligently waive any provision of law that prohibits or renders void or unenforceable any part, provision, representation or warranty hereof.

20. **Attorney Fees and Costs.** Other than as expressly provided herein, the Parties shall each bear their own attorney fees, costs and expenses incurred in connection with this matter.

Dated this __ day of _____, 2022.

CITY OF DIXON

By: _____

Title: _____

Dated this __ day of _____, 2022.

COMMONWEALTH EDISON COMPANY

By: _____

Title: _____

Dated this __ day of _____, 2022.

AZAVAR AUDIT SOLUTIONS, INC.

By: _____

Title: _____



COUNCIL ACTION FORM

Date: 11/07/2022

Presented By: Tim Shipman

Subject: Refer Petition for Special Use to the Plan Commission Agenda Item: 16d

Description:

Petitioner USCOC of Central Illinois LLC agents of owner Randy Stage for property parcel # 07-08-05-452-015 commonly known as 925 Monroe Ave., Dixon. Presently zoned LM (Limited Manufacturing District)

Section 6-11-2(B)18 Telephone exchanges, antenna towers is a permitted special use. The petitioner is requesting a Special Use to allow the construction of a 155' telecommunications tower with related equipment at the base.

The petitioner is simultaneously petitioning for a height variance with the Zoning Board of Appeals.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Refer petition for Special Use to the Plan Commission

Required Action

ORDINANCE ☐

RESOLUTION ☐

MOTION ☒

NO ACTION REQUIRED ☐

Additional Comments:

This petition will be presented in public hearing at the November 29, 2022 Plan Commission meeting.

MOTION BY: _____ SECONDED BY: _____

MOVE TO refer the petition for Special Use as stated in City of Dixon Zoning Ordinance to the
Plan Commission

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Bishop	Councilman Considine	Councilman Oros	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STATE OF ILLINOIS)
LEE COUNTY) SS
CITY OF DIXON)

**TO THE CITY COUNCIL OF THE
CITY OF DIXON**

IN THE MATTER OF THE PETITION
OF

USCOC OF CENTRAL ILLINOIS, LLC)
ON BEHALF OF RANDY D. STAGE)

**SPECIAL USE PETITION
UNDER ZONING ORDINANCE
TO THE PLAN COMMISSION**

Your Petitioner USCOC of Central Illinois, LLC, respectfully state:

1. That they are the agents of the owner, Randy D. Stage, of the following described real estate (legal description):

PREMISES

Lots Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9) of Richardson's Subdivision of Lot No. 2, and a part of Lot No. 1 in Block No. 110 in the City of Dixon, and lands adjacent thereto, according to the plat of said subdivision recorded in the Recorder's Office of Lee County, Illinois, in Book "C" of Plats, page 35

AND ALSO

a part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Five (5), township Twenty-one (21) North, Range Nine (9) East of the Fourth Principal Meridian, described as follows: Commencing at a point 50 feet from the center of the tract of the Chicago and Galena Union Railroad (now the Chicago and Northwestern Railroad) and 50 feet from the center of the track of the Illinois Central Railroad, said point of commencement being North and East of the point of intersection of said railroads; running thence Northerly on a line parallel with the Illinois Central Railroad 16 rods; thence Easterly 33 rods; thence South 26 degrees East 16 rods; thence in a Westerly direction on a line parallel with the track of said Chicago and Galena Union Railroad 33 rods to the place of beginning, and all appurtenances thereto,

Where the petitioner has an option to purchase an easement on the following land within the premises:

PROPOSED PERMANENT EASEMENT PARCEL

Being a part of Lot One (1) of the Resubdivision of Dement's Addition, being located in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Five (5), Township Twenty-One (21) North, Range Nine (9) East of the Fourth Principal Meridian, City of Dixon, Lee County, Illinois containing 2,500 square feet (0.057 acres) of land and being described by:

Commencing at the southwest corner of said Lot 1; thence N18°-30'-34"W 29.54 feet along the west line of said Lot 1; thence N71°-29'-26"E 53.47 feet to the point of beginning; thence N00°-00'-00"W 50.00 feet; thence N90°-00'-00"E 50.00 feet; thence S00°-00'-00"E 50.00 feet; thence S90°-00'-00"W 50.00 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

otherwise known as 925 Monroe Avenue Street/Address, Dixon Illinois.

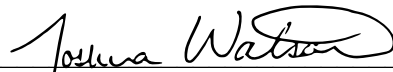
2. That the premises above described are presently classified as "Limited

Manufacturing/Business Park District" as defined in Section 6-8-1 and 6-8-2, of the Dixon City Code and that your Petitioner(s) desire a Special Use to allow a one hundred and fifty five foot (155') telecommunications tower with related equipment at the base. The Zoning Map of the City of Dixon, with the property in question is attached hereto as Exhibit A of this Petition.

3. In support hereof, your Petitioner (s) state: Telecommunication towers and facilities are an authorized Special Use under Section 6-11-2 (B) 18 Telephone exchanges, antenna towers of the Dixon City Code. Such use of this property will comply with the general standards for Special Uses listed in Section 6-11-2 (D) of the Dixon City Code. The Petitioner is requesting a variance to Section 6-11-2 (C) Height. This Variance and Special Use were permitted in the same zoning district, Manufacturing/Business Park under Ordinance Number 2506. This Variance and Special Use were also permitted in R3 – Moderate Density Multiple Family under Ordinance Number 2224. These Ordinances have been attached hereto as Exhibit B.

WHEREFORE, your Petitioner (s) pray that the above described special use be granted as requested.

Respectfully submitted,



Joshua Watson
Agent of USCOC of Central Illinois, LLC
Petitioner

EXHIBIT A – CITY OF DIXON ZONING MAP

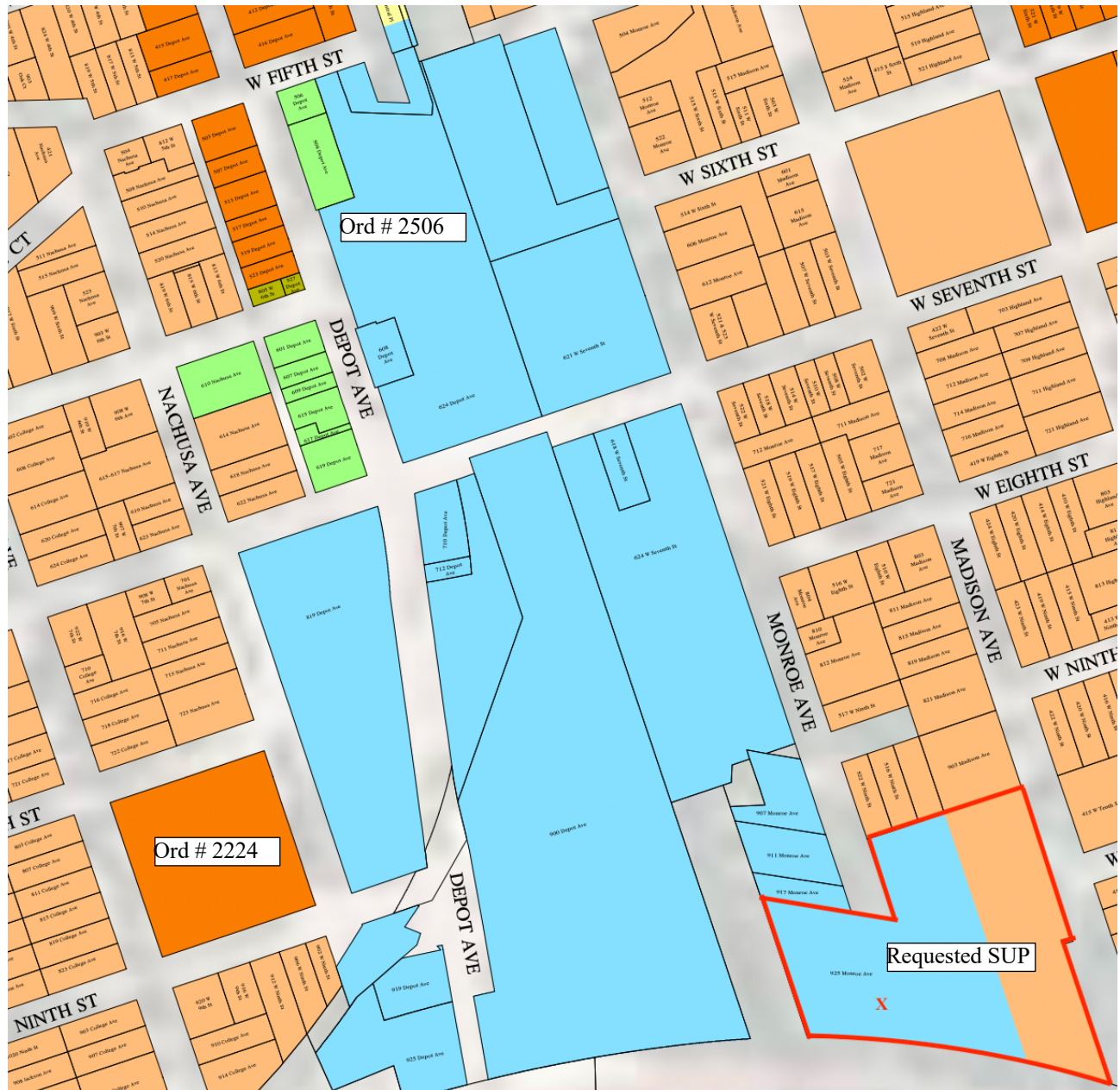


EXHIBIT B – PREVIOUSLY APPROVED ORDENANCES

2224	An ordinance authorizing special use for construction of a 200' telecommunication tower and microwave shelter at the southwest corner of grass strip in the IDOT parking lot bounded by College Avenue, 8th Street and 9th Street pursuant to the petition of Scientech, Inc., on behalf of Illinois department of transportation.
2506	An ordinance authorizing special use for a two hundred fifty foot (250') lattice tower at 624 S. Depot Avenue pursuant to the petition of Consolidated Grain and Barge Co.



COUNCIL ACTION FORM

Date: 11/07/2022

Presented By: Tim Shipman

Subject: Refer petition for zoning variance to the Zoning Board of Appeals Agenda Item: 16e

Description:

Petitioner USCOC of Central Illinois LLC agents of owner Randy Stage for property parcel # 07-08-05-452-015 commonly known as 925 Monroe Ave. Dixon. Presently zoned LM (Limited Manufacturing District)

Section 6-11-2(C) of the Dixon City Code states any structure erected not to exceed 45 feet in height. The petitioner is requesting a variance from the required 45' height limit to allow for a 155' antenna tower.

The petitioner is simultaneously petitioning for a Special Use with the Plan Commission.

FINANCIAL

Is this a budgeted item? YES ☐ NO ☐

Line Item #: _____ Title: _____

Amount Budgeted: _____

Actual Cost: _____

Under/Over: _____

Funding Sources:

Departments:

Is this item in the CIP? YES ☐ NO ☐ CIP Project Number: _____

COUNCIL ACTION FORM

Any previous Council actions:

Action

Date

Recommendation:

Refer the petition for variance to the Zoning Board of Appeals

Required Action

ORDINANCE ☐

RESOLUTION ☐

MOTION ☒

NO ACTION REQUIRED ☐

Additional Comments:

This petition will be presented in public hearing at the November 29, 2022 Zoning Board of Appeals meeting.

MOTION BY: _____ SECONDED BY: _____

MOVE TO refer the petition for variance of the City of Dixon Zoning Ordinance to the
Zoning Board of Appeals

CITY COUNCIL VOTES

VOTES	Mayor Arellano	Councilman Bishop	Councilman Considine	Councilman Oros	Councilman Venier
YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTAIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STATE OF ILLINOIS)
LEE COUNTY) SS
CITY OF DIXON)

**TO THE CITY COUNCIL OF THE
CITY OF DIXON**

IN THE MATTER OF THE PETITION
OF

USCOC OF CENTRAL ILLINOIS, LLC)
)
ON BEHALF OF RANDY D. STAGE)

PETITION FOR VARIANCE

TO THE

ZONING BOARD OF APPEALS

Your Petitioner (s) USCOC of Central Illinois, LLC respectfully state:

1. That they are the agents of the owner, Randy D. Stage, of the following described real estate (legal description):

PREMISES

Lots Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9) of Richardson's Subdivision of Lot No. 2, and a part of Lot No. 1 in Block No. 110 in the City of Dixon, and lands adjacent thereto, according to the plat of said subdivision recorded in the Recorder's Office of Lee County, Illinois, in Book "C" of Plats, page 35

AND ALSO

a part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Five (5), township Twenty-one (21) North, Range Nine (9) East of the Fourth Principal Meridian, described as follows: Commencing at a point 50 feet from the center of the tract of the Chicago and Galena Union Railroad (now the Chicago and Northwestern Railroad) and 50 feet from the center of the track of the Illinois Central Railroad, said point of commencement being North and East of the point of intersection of said railroads; running thence Northerly on a line parallel with the Illinois Central Railroad 16 rods; thence Easterly 33 rods; thence South 26 degrees East 16 rods; thence in a Westerly direction on a line parallel with the track of said Chicago and Galena Union Railroad 33 rods to the place of beginning, and all appurtenances thereto,

The agents have an option to purchase an easement on the following land within the aforementioned real estate:

PROPOSED PERMANENT EASEMENT PARCEL

Being a part of Lot One (1) of the Resubdivision of Dement's Addition, being located in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Five (5), Township Twenty-One (21) North, Range Nine (9) East of the Fourth Principal Meridian, City of Dixon, Lee County, Illinois containing 2,500 square feet (0.057 acres) of land and being described by:

Commencing at the southwest corner of said Lot 1; thence N18°-30'-34"W 29.54 feet along the west line of said Lot 1; thence N71°-29'-26"E 53.47 feet to the point of beginning; thence N00°-00'-00"W 50.00 feet; thence N90°-

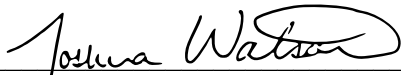
00'-00"E 50.00 feet; thence S00°-00'-00"E 50.00 feet; thence S90°-00'-00"W 50.00 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

otherwise known as 925 Monroe Avenue Street/Address, Dixon Illinois.

2. That the premises above described be granted a variance from Section 6-11-2 (C) Height of the Dixon City Code as follows: The Code states , "Height: No building or structure shall be erected or structurally altered to exceed a height of four (4) stories nor shall it exceed forty-five feet (45') in height, except as provided in Chapter 3." We respectfully request a Variance to this section to allow for a one hundred fifty five foot (155') antenna tower. Similar Variances have been granted in multiple occasions in similar circumstances.

WHEREFORE, your Petitioner (s) pray that the above described variance be granted as requested.

Respectfully submitted,



Joshua Watson
Agent of USCOC of Central Illinois, LLC
Petitioner