AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance/Invocation
4. Presentation
   a. Ike Mercer Award – Jasmin Siddiqui and Cecily White
   b. Black History Month Lifetime Achievement Award – Zelodious Ashford
   c. Sauk Valley Voice of Recovery – Sober Living Home
5. Visitors/Public Comment
6. Approval of Minutes
7. Approval of Total Labor and Outside Claims
8. Approve Year-to-Date Financials
9. Department Reports
10. City Manager Report
11. Council Reports
   a. Mayor Hughes
   b. Councilman Bishop
   c. Councilman Considine
   d. Councilman Oros
   e. Councilman Venier
12. Boards & Commissions Report
   a. Sober Home Quarterly Report
13. Ordinances
   a. Ordinance Vacating a Portion of the Public Right-of-Way Commonly Known as Marclare Street Pursuant to the Request of Kreider Services, Incorporated

*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.
14. Resolutions
   a. Resolution Amending 2023-2024 Budget – Fire Department
   b. Resolution Amending 2023-2024 Budget – Street Department
   c. Resolution Amending 2023-2024 Budget – Band
   d. Requesting the Temporary Closure of Portions of Illinois Route 2 in Connection with the Reagan 5K Run/Walk

15. Motions
   a. Discussion and Possible Approval of the Appointment of City Auditor
   c. Discussion and Possible Approval for the Donation to the Sauk Valley Community College Impact Program.
   d. Discussion and Possible Approval for Bonnell Industries to do the Upfitting of the Water Departments 2024 GMC Sierra 1-Ton Chassis.
   e. Discussion and Possible Approval TIF Redevelopment Agreement Between the City of Dixon and Dixon Land Group, LLC with Respect to 1751 S Galena Avenue
   f. Discussion and Possible Approval TIF Redevelopment Agreement between the City of Dixon and Dixon Land Group, LLC with Respect to 1671 S Galena Avenue.

16. Work Session
   a. FY 2024/2025 Budget

17. Adjournment

*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*
SUPPLEMENTAL AGENDA

14. Resolutions
   a. Amending the budget for fiscal year 2023-2024 by amending line items within the
      Fire Department budget to accommodate additional fuel in the Fire budget.
   b. Amending the budget for fiscal year 2023-2024 by amending line items within
      Streets Department budget to accommodate additional maintenance and repairs
      within the Street Department budget.
   c. Amending the budget for the fiscal year 2023-2024 by amending line items within
      the Band budget to accommodate additional Operating Supplies and Printing and
      Publishing within the Band budget.

15. Motions
   b. Acceptance of Houseal Lavigne/Fehr Graham proposal for Comprehensive
      Municipal Planning Services, and requesting they provide a Letter of Acceptance
      (or Contract for Services) for a not-to-exceed amount of $144,330.
   c. Donation request of $25,000 to the Sauk Valley Community College Impact
      Program. This amount was budgeted in the FY24 budget. They have completed
      all the requirements of the donation policy.
   e. Pursuant to the TIF Redevelopment Agreement, in consideration of the City’s
      reimbursement of certain project costs pursuant to the Tax Increment Allocation
      Redevelopment Act (TIF Act), Dixon Land Group, LLC will develop the real
      estate located at 1751 S. Galena Avenue (Lot 10 in Dixon Gateway
      Subdivision). A Casey’s gas station and convenience store will be located on the
      site.
   f. Pursuant to the TIF Redevelopment Agreement, in consideration of the City’s
      reimbursement of certain project costs pursuant to the Tax Increment Allocation
      Redevelopment Act (TIF Act), Dixon Land Group, LLC will develop the real
      estate located at 1671 S. Galena Avenue (Lot 6 in Dixon Gateway Subdivision)
      into an approximately 8,100 square foot multi-tenant strip mall. The strip mall is
      anticipated to include T-Mobile, Jersey Mike’s, a Nails Salon and other tenants.

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Facebook Live through the City of Dixon Illinois Government - Facebook page

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CALL TO ORDER

The meeting was called to order by Mayor Hughes at 5:30pm.

ROLL CALL

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

PLEDGE OF ALLEGIANCE/INVOCATION

The Pledge of Allegiance was cited. Invocation was given by Councilman Venier.

OATH OF OFFICE

Chief Buskohl spoke about Firefighter Levi Johnson’s hire date, work background, work experience, certifications, degrees, future education, and current military service. Mayor Hughes executed the Oath of Office of Firefighter/EMT to Firefighter Johnson, they signed his oath, and he was pinned by his girlfriend Emma. Paused the meeting for pictures.

Chief Buskohl spoke about Firefighter David Nate Robles’ background, certificates, education, degrees, future education, and previous military service. Mayor Hughes executed the Oath of Office of Firefighter/EMT to Firefighter Johnson, he was pinned by his wife Emily. Paused the meeting for pictures.

Chief Buskohl spoke about Firefighter Evan Munson’s hire date, background, education, future education. Mayor Hughes executed the Oath of Office to Firefighter Munson, he was pinned by his girlfriend Rosa. Paused the meeting for pictures.

VISITOR/PUBLIC COMMENT

Councilman Oros introduced CEO program participants Autumn Pritchard, Kale Grobe, and Cameron Grove are here to talk about CEO and event to share with the community. Spoke about the event they are hosting, Leap Around the Decades on February 29th at the White Pines Roller Rink. Representing different decades, providing entertainment and meal, dress up as your favorite decade, explained what will be provided at the event and the funds raised will go towards their individual businesses at the trade show in April.

APPROVAL OF MINUTES

Councilman Bishop moved that the minutes of the Regular Session and Executive Session Council Meeting of Monday, January 16, 2024, be accepted and placed on file. Seconded by
COUNCIL OF THE CITY OF DIXON, ILLINOIS  
COUNCIL CHAMBERS – CITY HALL  
REGULAR COUNCIL MEETING  
MONDAY, FEBRUARY 5, 2024  
5:30 P.M.

Councilman Oros. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. **Motion Carried**

APPROVAL OF TOTAL LABOR AND OUTSIDE CLAIMS

Councilman Oros moved that the Total Labor and Outside Claims in the amount of $2,458,077.02 be approved and ordered paid. Seconded by Councilman Considine. Discussion ensued noting large payments. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. **Motion Carried**

DEPARTMENT REPORTS

Reports on file: Building Permit Report

CITY MANAGER REPORT

City Manager Langloss – All staff, department heads have been working on the budget, appreciate them holding the line.

COUNCIL REPORTS

Mayor Hughes – None

Councilman Bishop – Comprehensive plan is an important component moving forward. Discussion ensued regarding the RFP of the comprehensive plan.

Councilman Considine – None

Councilman Oros – Reiterate the CEO students here talking about their fundraiser event on February 29th, Leap Around the Decades. CEO program is a tremendous asset to the community, a great opportunity to support. Congratulated the first responders and welcome to our city family.

Councilman Venier – Thanked the over 700 patrons who visited the Historic Theatre for the two events this past weekend.

BOARDS AND COMMISSION REPORTS

None
ORD# 3389 – AMENDING ORDINANCE NO. 2984 AND LEE OGLE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

Councilman Venier moved to approve the amending of Ordinance No. 2984 and Lee Ogle County Enterprise Zone Intergovernmental Agreement. Seconded by Councilman Venier. Discussion ensued with Andy Shaw explaining the request. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. **Motion Carried**

RES# 3112-24 – AMENDING 2023-2024 BUDGET – AIRPORT

Councilman Venier moved to approve the FY23/24 budget resolution with respect to the Airport Budget. Seconded by Councilman Bishop. Finance Director Leslie explained the request. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. **Motion Carried**

RES# 3113-24 – AMENDING 2023-2024 BUDGET – BUILDING & ZONING

Councilman Bishop moved to approve the resolution amending the FY23/24 budget with respect to the Building and Zoning Department. Seconded by Councilman Oros. Building Official Shipman explained the request. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. **Motion Carried**

RES# 3114-24 – AMENDING 2023-2024 BUDGET – FARGO CREEK TIF

Councilman Oros moved to approve the FY23/24 budget resolution with respect to Fargo Creek TIF. Seconded by Councilman Considine. Finance Director Leslie explained the request. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. **Motion Carried**

REFER PETITION FROM THE DIXON FAMILY YMCA FOR SPECIAL USE: CHILD CARE CENTER AT 1675 FULFS LANE, TO THE PLAN COMMISSION

Mayor Hughes explained the process of a referral. Councilman Considine moved to refer the petition from the Dixon Family YMCA for special Use: Child Care Center at 1675 Fulfs Lane, to the Plan Commission. Seconded by Councilman Venier. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. **Motion Carried**
COUNCIL OF THE CITY OF DIXON, ILLINOIS  
COUNCIL CHAMBERS – CITY HALL  
REGULAR COUNCIL MEETING  
MONDAY, FEBRUARY 5, 2024  
5:30 P.M.

APPROVAL OF A REDEVELOPMENT AGREEMENT BETWEEN 
THE CITY OF DIXON AND HVARRE HOLDINGS, LLC

Councilman Venier moved approve the Redevelopment Agreement between the City of Dixon and Hvarre Holdings, LLC. Seconded by Councilman Bishop. City Manager Langloss explained the request. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. **Motion Carried**

APPROVAL FOR PURCHASE AND INSTALLMENT OF ADDITIONAL 
SNOW-REMOVAL EQUIPMENT TO THE 1-TON CHASSIS BY 
BONNELL INDUSTRIES NOT TO EXCEED $52,014.79

Councilman Venier moved to approve the purchase and installment of additional Snow-Removal Equipment to the 1-Ton Chassis by Bonnell Industries not to exceed $52,014.79. Seconded by Councilman Bishop. Streets and Properties Manager Venier explained the request, discussion ensued. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. **Motion Carried**

APPROVAL TO WAIVE INDEMNIFICATION CLAUSE FOR 
RESOLUTION NO. 3111-24 AUTHORIZING OFFICE HOURS AT CITY OF DIXON 
BUILDINGS FOR FEDERAL LEGISLATORS FOR THE LIMITED PURPOSE OF 
PROVIDING CONSTITUENT SERVICES

Councilman Bishop moved to approve to waive Indemnification Clause for Resolution No. 3111-24 authorizing office hours at City Hall and City of Dixon Buildings for Federal Legislators for the limited purpose of providing constituent services. Seconded by Councilman Venier. Mayor Hughes explained the request, discussion ensued. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. **Motion Carried**

APPROVAL TO APPOINT MARY OROS TO THE LEE COUNTY 
INDUSTRIAL DEVELOPMENT ASSOCIATION (LCIDA) BOARD 
AS THE CITY COUNCIL REPRESENTATIVE

Councilman Bishop moved to appoint Mary Oros to the Lee County Industrial Development Association (LCIDA) Board as the City Council Representative. Seconded by Councilman Venier. Mayor Hughes explained the request, discussion ensued. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. **Motion Carried**
COUNCIL OF THE CITY OF DIXON, ILLINOIS
COUNCIL CHAMBERS – CITY HALL
REGULAR COUNCIL MEETING
MONDAY, FEBRUARY 5, 2024
5:30 P.M.

APPROVAL TO TRANSFER FUNDS FROM THE GENERAL FUND TO THE
RESTRICTED CAPITAL FUND FOR PROJECT ROCK GRANT

Councilman Oros moved to approve the transfer of $2,000,000 from the General Fund balance to the Restricted Capital Fund. Seconded by Councilman Considine. Finance Director Leslie explained the request. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. Motion Carried

APPROVAL OF AN ENGINEERING AGREEMENT BETWEEN THE CITY OF DIXON
AND FEHR GRAHAM FOR THE CITY OF DIXON FUEL ISLAND REPLACEMENT
PROJECT

Councilman Considine moved to approve the Engineering Agreement with Fehr Graham for Fuel Island bid-related services not to exceed $24,000. Seconded by Councilman Venier. Public Works Director/Assistant City Manager Heckman explained the request. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. Motion Carried

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: OCTOBER 17, 2022; JANUARY 3, 2023;
JANUARY 6, 2023 (PARTIAL); JANUARY 17, 2023; AND MAY 15, 2023

Councilman Venier moved to release of Closed Session Minutes because the need for confidentiality no longer exists with respect to the following Closed Sessions of the City Council: October 17, 2022; January 3, 2023; January 6, 2023 (partial); January 17, 2023; and May 15, 2023. Seconded by Councilman Bishop. Attorney LeSage explained the request. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. Motion Carried

NOT RELEASE CLOSED SESSION MINUTES BECAUSE THE NEED FOR
CONFIDENTIALITY STILL EXISTS WITH RESPECT TO THE FOLLOWING CLOSED
SESSIONS OF THE CITY COUNCIL: SEPTEMBER 6, 2022; JANUARY 6, 2023
(PARTIAL); AND MARCH 6, 2023

Councilman Bishop moved to Not Release Closed Session Minutes Because the Need for Confidentiality Still Exists with Respect to the Following Closed Sessions of the City Council: September 6, 2022; January 6, 2023; and March 6, 2023- Partial on January 6, 2023. Seconded by Councilman Venier. Voting Yea: Councilman Considine, Oros, Venier, Bishop and Mayor Hughes. Voting Nay: None. Motion Carried
Finance Director Leslie gave a recap of the 2023 budget year.
*Note: Councilman Bishop left meeting at 6:29pm; returned at 6:29pm.
She did a presentation regarding: General Fund Revenue Review, Revenue Comparison,
General Fund Expense Review, Expense Comparison, Utilities Revenue Review, Water Fund
Revenue Comparison, Wastewater Fund Revenue Comparison, Water Expense Review, Water
Expense Comparison, Wastewater Expense Review, Wastewater Expense Comparison, Capital
Revenue Review, Capital Expense Review, Capital Expense Comparison, and Budget Wrap Up
Summary. Discussion ensued throughout the presentation.

**ADJOURMENT**

Mayor Hughes asked if there were any more discussion or business, hearing none he declared the
meeting adjourned.

The meeting adjourned at 6:53pm.

___________________________________
CITY CLERK
CALL TO ORDER
The meeting was called to order by Mayor Hughes at 4:00pm.

ROLL CALL
Councilman Bishop, Considine, Oros, Venier, and Mayor Hughes answered roll call.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was cited.

WORK SESSION
FY 2024/2025 BUDGET
Finance Director Leslie explained the format of the meeting and who will be presenting.

LCIDA – Tom Demmer gave a year overview of LCIDA: Industrial Park; TIF Districts; growing businesses in the industrial park; TIF’s, Lee Ogle Enterprise Zone; Edge credit applications; intersect Illinois’ vetted sites program and site considerations; meetings with city employees, developers, and business owners; program and projects for the community; and hiring expo in conjunction with Dixon Public Schools. Budget request is the same as last year $50,000. Discussion ensued.

SVCC Impact Program - Lori Cortez, VP of Advancement and Bill Wescott, President of the Foundation Board – Thanked Council for investment last year of $25,000. Presented on: Impact program requirements, incentives, loan debt relief, and teachings of soft skills. When kids volunteer they are more likely to remain or return to the community. Impact the program has on the communities, Bureau, Lee, Whiteside, Carrol, Ogle, small part of Henry Counties, 1,147 freshman and sophomore students are enrolled in the program in the district. There are 14 Public Schools, 4 Private Schools and Home School, since June 1, 2022 students have done 28,019 hours of community service for 201 non-profit organizations. Dixon specific currently have 153 students enrolled, 5,176 volunteer hours completed in Dixon by other students from other districts, 3,806 volunteer hours by Dixon Students, 32 non-profit businesses. Nearly 50% of the Dixon freshman and sophomore students are participating in the impact program. Program not just for associate’s degrees but also for certificates in the trades. Spoke on the organization’s and student’s experiences and impacts. Discussion ensued. Asking for $25,000.

WACC CEO Program – Julie Jacobs explained the program, what they curriculum. 33 Students this year. Current donation level from the City is $1,000. There are 3 businesses in Dixon that are owned by former CEO students. MyKalah Kirby is a student in the class, she explained her
experience as a student. WACC is the administrative body of the program, but it is part of the SVCC foundation. Discussion ensued.

The Next Picture Show – Letha Catalina, Executive Director of TNPS & Wes Monroe, Executive Assistant. Letha gave her background and involvement with TNPS. Spoke about the role of TNPS for the last 20 years. Budget request of $30,000. Wes explained where the funding will be used and help for their future vision, what artists have said regarding the event space and programs. Renovation visions and youth drop in programs, including special needs programs. Julie Young, art class student spoke on her experience at TNPS, what she has been able to do since attending classes, and what the gallery means to her. Perry Paliga, Board Member retired to Dixon because of TNPS, he and his wife were very impressed and signed up to be a board member. Discussion ensued.

Blackhawk Hills/Lee Ogle Enterprise Zone – Andy Shaw, Administrator gave a summary of the history of the Lee Ogle Enterprise Zone (LOEZ) incentivizing discounting taxes. Explained the recent and current work being done in the zone. Reviewed the administrative fee structure for all entity members within the zone, this year’s fee for Dixon is $26,508.86. Discussion ensued.

Mayor Hughes explained the budget process and that decisions will be made within that process. Thanked everyone for their presentations.

ADJOURMENT

Mayor Hughes asked if there were any more discussion or business, hearing none he declared the meeting adjourned.

The meeting adjourned at 6:20pm.

___________________________________
CITY CLERK
CALL TO ORDER
The meeting was called to order by Mayor Hughes at 4:00pm.

ROLL CALL
Councilman Oros, Venier, Bishop, Considine, and Mayor Hughes answered roll call. Absent: None

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was cited.

VISITOR/PUBLIC COMMENT
None

WORK SESSION
City Manager Langloss gave an overview of funds available for major projects and gave a brief update on the developments and major employers expanding their businesses in Dixon. Finance Director Becky Leslie gave an overview of FY24 and projected that we are still on track for our FY24 budget. Fire Chief Ryan Buskohl presented Fire, Emergency Vehicle and Fire Commissioner budgets, discussion ensued. Water department manager Matt Huyett presented the water budget and discussed operational expenses, discussion ensued. Wastewater department manager Josh McNitt presented the Wastewater budget. He discussed that we are still in the design phase with Strands Associates, we looking to rebuild all major equipment, discussion ensued. Streets Department Manager Tyler Venier presented Streets, Traffic, Public Properties, Cemetery and Airport budgets. Tyler discussed the different projects coming up for the streets department including the bike path expansion, sidewalk program, community events. He discussed the need to purchase some additional equipment for both Streets and Public Property, discussion ensued. Public Works Director Matt Heckman answered some additional questions related to the Airport and additional staffing needs for the Streets department.

ADJOURNMENT
The meeting adjourned at 5:22pm.

___________________________________
DEPUTY CITY CLERK
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- Invoices with totals above $.00 included.
- Only paid invoices included.

[Report].Date Paid = 02/06/2024-02/20/2024

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### CITY OF DIXON

**Payment Approval Report - For Agenda Packets**

**Report dates:** 5/1/2023-2/20/2024

**Segment DEPARTMENT** | **Vendor** | **Vendor Name** | **Invoice Number** | **Description** | **Invoice Date** | **Net Inv Amt** | **Amount Paid** | **Date Paid** |
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ADMINISTRATION | 836 | WELLS FARGO | JAN 2024 LANGLOSS 184 | MASTERCLASS MEMBERSHIP FEES | 02/02/2024 | 240.00 | 240.00 | 02/20/2024 |
ADMINISTRATION | 836 | WELLS FARGO | JAN 2024 MILLER 5661 | ILCMA 2024 WINTER CONFERENCE - | 02/02/2024 | 245.00 | 245.00 | 02/20/2024 |
ADMINISTRATION | 836 | WELLS FARGO | JAN 2024 MILLER 5661 | CLOCK FOR 2ND FLOOR OF CITY HAL | 02/02/2024 | 39.99 | 39.99 | 02/20/2024 |

**Total ADMINISTRATION:**

- **2,484.28**
- **2,484.28**

### INFORMATION TECHNOLOGY

| Segment TECHN | **Vendor** | **Vendor Name** | **Invoice Number** | **Description** | **Invoice Date** | **Net Inv Amt** | **Amount Paid** | **Date Paid** |
--- | --- | --- | --- | --- | --- | --- | --- | --- |
INFORMATION TECHN | 1775 | AMAZON CAPITAL SERVICES INC | 1FVH-DY3R-9PHC | PHONE SCREEN PROTECTORS, CAS | 02/01/2024 | 143.30 | 143.30 | 02/20/2024 |
INFORMATION TECHN | 2768 | DACRA TECH LLC | DT2024-01-062 | MONTHLY SERVICE FEE- DACRA MUN | 01/31/2024 | 1,000.00 | 1,000.00 | 02/20/2024 |
INFORMATION TECHN | 1577 | SYNDEO NETWORKS INC | SNO22402 | ENTERPRISE FIBER OPTICE INTERNE | 02/01/2024 | 534.49 | 534.49 | 02/20/2024 |
INFORMATION TECHN | 749 | TDG COMMUNICATIONS | | ANNUAL MAINTENANCE ON MITEL | 02/07/2024 | 70.36 | 70.36 | 02/20/2024 |
INFORMATION TECHN | 836 | WELLS FARGO | JAN 2024 PHILHOWER 43 | EBAY (THIN CLIENT ADAPTERS) | 02/07/2024 | 115.25 | 115.25 | 02/20/2024 |
INFORMATION TECHN | 836 | WELLS FARGO | JAN 2024 PHILHOWER 43 | WALMART KEYBOARDS & SSD | 02/07/2024 | 214.50 | 214.50 | 02/20/2024 |

**Total INFORMATION TECHNOLOGY:**

- **7,571.04**
- **7,571.04**

### GRANT EXPENSES

| Segment EXP | **Vendor** | **Vendor Name** | **Invoice Number** | **Description** | **Invoice Date** | **Net Inv Amt** | **Amount Paid** | **Date Paid** |
--- | --- | --- | --- | --- | --- | --- | --- | --- |
GRANT EXPENSES | 181 | DELL MARKETING L.P | 10727810479 | MOBILE PRECISION WORKSTATION | 01/30/2024 | 1,418.44 | 1,418.44 | 02/20/2024 |

**Total GRANT EXPENSES:**

- **1,418.44**
- **1,418.44**

### INFRASTRUCTURE FUND EXPENSES

| Segment FU | **Vendor** | **Vendor Name** | **Invoice Number** | **Description** | **Invoice Date** | **Net Inv Amt** | **Amount Paid** | **Date Paid** |
--- | --- | --- | --- | --- | --- | --- | --- | --- |
INFRASTRUCTURE FU | 850 | WILLETT HOFMANN & ASSOC INC | 35321 | PROJECT 1012D23 - PHASE II ENGINE | 01/26/2024 | 1,325.70 | 1,325.70 | 02/20/2024 |
INFRASTRUCTURE FU | 850 | WILLETT HOFMANN & ASSOC INC | 35323 | PROJECT 1589D21 - CONSTRUCTION | 01/26/2024 | 1,917.02 | 1,917.02 | 02/20/2024 |

**Total INFRASTRUCTURE FUND EXPENSES:**

- **3,242.72**
- **3,242.72**

### MUNICIPAL

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MUNICIPAL | 4 | ACE HARDWARE | 726638 | CUT OF BLADES FOR OSCILATING TO | 02/06/2024 | 103.44 | 103.44 | 02/20/2024 |
MUNICIPAL | 4 | ACE HARDWARE | 726846 | FLAG & CLIPS FOR LIBRARY | 02/08/2024 | 82.77 | 82.77 | 02/20/2024 |
MUNICIPAL | 4 | ACE HARDWARE | 726955 | KEYS FOR HANGER STORAGE | 02/09/2024 | 7.73 | 7.73 | 02/20/2024 |
MUNICIPAL | 1698 | FIRST RESPONDERS WELLNESS CEN | 18677 | ANNUAL WELLNESS | 01/06/2024 | 175.00 | 175.00 | 02/20/2024 |
MUNICIPAL | 1523 | GLOBAL SECURITY SERVICES | IA53046 | COMMERCIAL BURGLAR ALARM MON | 01/15/2024 | 105.00 | 105.00 | 02/20/2024 |
MUNICIPAL | 358 | IL DEPARTMENT OF EMPLOYMENT S | 12312023 | PERIOD 12/31/2023 | 02/07/2024 | 1,170.00 | 1,170.00 | 02/18/2024 |
MUNICIPAL | 2849 | SAUK VALLEY COLLEGE FOUNDATIO | 02092024 | SVCC IMPACT PROGRAM | 02/09/2024 | 25,000.00 | 25,000.00 | 02/20/2024 |
MUNICIPAL | 1989 | THE HOME DEPOT PRO | 786815902 | CUSTODIAL SUPPLIES CITY HAL | 01/29/2024 | 136.16 | 136.16 | 02/20/2024 |
MUNICIPAL | 1989 | THE HOME DEPOT PRO | 786815910 | LIQUID DE-ICER FOR CITY HAL | 01/29/2024 | 53.59 | 53.59 | 02/20/2024 |
MUNICIPAL | 764 | THE NEXT PICTURE SHOW | 02012024 | DONATION | 02/01/2024 | 15,000.00 | 15,000.00 | 02/20/2024 |
MUNICIPAL | 850 | WILLETT HOFMANN & ASSOC INC | 35322 | PROJECT 1070D20 - ADDITIONAL SER | 01/26/2024 | 874.40 | 874.40 | 02/20/2024 |
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| 48,710.61 | 48,710.61 |

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**Total PUBLIC PROPERTY:**

| 11,563.77 | 11,563.77 |

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**Total CEMETERY:**

| 1,158.17 | 1,158.17 |

| VETERANS PARK | 3096 | BRIGHTSPEED | FEB 2024 099556 | TELEPHONE - VETERANS MEMORIAL | 02/04/2024 | 237.63      | 237.63      | 02/18/2024  |

**Total VETERANS PARK:**

| 237.63 | 237.63 |

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| 512.98 | 512.98 |

| TRAFFIC MAINTENANCE | 4 | ACE HARDWARE | 726138 | U-POST LT DUTY 5FT | 01/30/2024 | 11.98       | 11.98       | 02/20/2024  |
### CITY OF DIXON

**Payment Approval Report - For Agenda Packets**  
Report dates: 5/1/2023-2/20/2024  
Feb 15, 2024 09:58AM

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**Payment Approval Report - For Agenda Packets**

**Report dates: 5/1/2023-2/20/2024**

**CITY OF DIXON**

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| POLICE            | AMAZON CAPITAL SERVICES INC | 1G4G4-CWHH-4FGQ              | 3-IN-1 STYLUS PENS (3 EACH) | 02/01/2024   | 38.97      | 38.97       | 02/20/2024  |
| POLICE            | AMAZON CAPITAL SERVICES INC | 1JL-YMKH-3YJ6                | BLACK TONER (2 EACH), CYAN TONE | 02/01/2024  | 844.75     | 844.75      | 02/20/2024  |
| POLICE            | AUTOZONE INC.         | 1916188306                    | SQUAD BULB    | 02/08/2024   | 14.99      | 14.99       | 02/20/2024  |
| POLICE            | BRIGHTSPEED           | JAN 2024 074498               | PHONE/INTERNET - DIXON PUBLIC S | 01/19/2024  | 914.41     | 914.41      | 02/18/2024  |
| POLICE            | CNA SURETY            | 169 NOTARY                    | SIMONTON NOTARY | 01/17/2024  | 30.00      | 30.00       | 02/20/2024  |
| POLICE            | COMPLETE AUTOERKWS REPAIR SE | 12928                        | TIRE MAINTENANCE, LOF, STEERING, | 02/07/2024  | 701.22     | 701.22      | 02/20/2024  |
| POLICE            | FIRST RESPONDERS WELLNESS CEN | 18991                        | (3) PSYCHOTHERAPY SESSIONS | 02/02/2024  | 477.27     | 477.27      | 02/20/2024  |
| POLICE            | HUFFMAN CAR WASH      | 716                           | 15 WASHES @ $4.00 | 01/31/2024  | 60.00      | 60.00       | 02/20/2024  |
| POLICE            | IL STATE POLICE       | 20240107057                   | PARK DISTRICT PRINT SUBMISSION- | 01/31/2024  | 28.25      | 28.25       | 02/20/2024  |
| POLICE            | K &amp; M TIRE            | 422226013                     | SQUAD TIRES (4) | 02/06/2024   | 780.00     | 780.00      | 02/20/2024  |
| POLICE            | LEE COUNTY TREASURER  | FEB 2024                      | POLICE DISPATCHING FEB 2024 | 02/02/2024  | 24,983.79  | 24,983.79   | 02/20/2024  |
| POLICE            | MOTOROLA SOLUTIONS    | 8175220240102                 | FEBRUARY RADIO MAINTENANCE | 02/01/2024  | 276.00     | 276.00      | 02/20/2024  |
| POLICE            | NICHOLSON1 COMMUNICATIONS LLC | 26754                        | GUN LOCK REPAIR | 01/26/2024  | 45.00      | 45.00       | 02/20/2024  |
| POLICE            | OREILLY AUTOMOTIVE INC | 1379-133088                   | ATO FUSE- SQUAD CAR | 02/01/2024  | 5.21       | 5.21        | 02/20/2024  |
| POLICE            | OREILLY AUTOMOTIVE INC | 1379-133360                   | SQUAD OIL     | 02/04/2024   | 27.99      | 27.99       | 02/20/2024  |</p>
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<td>INGRAM LIBRARY SERVICES</td>
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<td>YA - BOOKS</td>
<td>02/02/2024</td>
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Total LIBRARY: 4,165.88

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Total AIRPORT: 2,905.70

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Total PUBLIC RELATIONS & MARKETING: 81,266.99

Grand Totals: 410,797.09
CITY OF DIXON
Payment Approval Report - For Agenda Packets
Report dates: 5/1/2023-2/20/2024
Feb 15, 2024  09:58AM

<table>
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<tr>
<th>Segment DEPARTMENT</th>
<th>Vendor</th>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Net Inv Amt</th>
<th>Amount Paid</th>
<th>Date Paid</th>
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</table>

Report Criteria:
Invoices with totals above $.00 included.
Only paid invoices included.
[Report].Date Paid = 02/06/2024-02/20/2024
MFT & Infrastructure Fund Revenues Through January 31, 2024

- **Sales Tax**: FY24 YTD: $1,370,682.90, FY23: $1,393,509.29, FY22: $1,284,696.29, FY21: $1,059,986.39
- **Interest Income**: FY24 YTD: $84,397.03, FY23: $24,651.71, FY22: $700.10, FY21: $3,229.45

Capital Fund Expense Through January 31, 2024

- **FY24**: $800,235.26
- **FY23**: $125,925.77
- **FY22**: $428,927.15
- **FY21**: $194,663.98
## City of Dixon
### Cash and Investments
#### As of January 31, 2024

<table>
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<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Operating Capital Funds</th>
<th>Recovery Fund</th>
<th>Utilities</th>
<th>Retirement</th>
<th>TIF Funds</th>
<th>Restricted Capital Funds</th>
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<th>Community Development Fund</th>
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<td>633,930</td>
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<td>8/31/2025</td>
<td>500,000</td>
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<tr>
<td>Sauk Valley Bank</td>
<td>5.40%</td>
<td>8/31/2025</td>
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<td><strong>633,930</strong></td>
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<td><strong>3,385,176</strong></td>
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City of Dixon  
FY24 Unrestricted Funds (General, Debt, Performing Arts & Ambulance)  
As of January 31, 2024

% of Year Elapsed= 75%

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<th>FY24 YTD</th>
<th>FY24 Budget</th>
<th>Prior Year to Actual</th>
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<tr>
<td>Actual</td>
<td>%</td>
<td>FY23 YTD</td>
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</tbody>
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| Category                          | Actual     | Budget      | to Actual | %     | Budget       | FY23 YTD | %     | | Actual      | %     | |
|-----------------------------------|------------|-------------|-----------|-------|--------------|----------|-------| | Actual      | %     | |
| Beginning Fund Balance            | 4,639,500  |             |           |       |              |          |       | |                     |       | |
| RE Taxes                          | 4,111,327  | 4,049,125   | 102%      | 4,390,368 | 105%         |          |       | |                     |       | |
| Utility & Telecom Revenue         | 625,217    | 885,000     | 71%       | 758,310 | 82%          |          |       | |                     |       | |
| Motel Tax                         | 57,981     | 100,000     | 58%       | 72,501  | 80%          |          |       | |                     |       | |
| Gambling Revenue                  | 395,903    | 400,000     | 99%       | 360,112 | 110%         |          |       | |                     |       | |
| Income Taxes                      | 1,883,699  | 2,200,000   | 86%       | 1,895,805 | 99%          |          |       | |                     |       | |
| Sales Tax                         | 3,493,812  | 4,299,500   | 81%       | 3,336,839 | 105%         |          |       | |                     |       | |
| Replacement Tax                   | 1,456,696  | 1,320,000   | 110%      | 1,883,545 | 77%          |          |       | |                     |       | |
| Permits, Fees & Fines             | 252,262    | 431,000     | 59%       | 221,766 | 114%         |          |       | |                     |       | |
| Service Fees                      | 1,098,432  | 1,262,000   | 87%       | 909,315 | 121%         |          |       | |                     |       | |
| Landfill Revenues                 | 374,507    | 225,000     | 166%      | 308,744 | 21%          |          |       | |                     |       | |
| Other Income                      | 902,142    | 178,500     | 505%      | 221,766 | 114%         |          |       | |                     |       | |
| Interfund Transfers In            | 1,507,918  | 4,781,415   | 32%       | 15,000  | 1005%        |          |       | |                     |       | |
| Interfund Transfers Out           | (3,762,548)| (7,912,548) | 48%       | (2,584,462) | 146%         |          |       | |                     |       | |
| Total Revenue                     | 12,397,349 | 12,218,992  | 101%      | 11,398,800 | 109%         |          |       | |                     |       | |
| Council                           | 158,682    | 295,000     | 54%       | 178,532 | 89%          |          |       | |                     |       | |
| Economic Development              | 28,750     | 131,600     | 22%       | 30,055  | 96%          |          |       | |                     |       | |
| Administration                    | 1,526,883  | 1,954,590   | 78%       | 1,869,535 | 82%          |          |       | |                     |       | |
| Info Tech                         | 293,892    | 387,027     | 76%       | 198,518 | 148%         |          |       | |                     |       | |
| Building/ Zoning                  | 160,899    | 244,089     | 66%       | 152,969 | 105%         |          |       | |                     |       | |
| Street                            | 845,894    | 1,335,025   | 63%       | 812,363 | 104%         |          |       | |                     |       | |
| Public Property                   | 521,202    | 862,634     | 60%       | 379,514 | 137%         |          |       | |                     |       | |
| Fire                              | 5,008,157  | 6,273,998   | 80%       | 2,835,378 | 177%         |          |       | |                     |       | |
| Police                            | 7,531,283  | 9,629,915   | 78%       | 2,601,526 | 289%         |          |       | |                     |       | |
| Performing Arts                   | 34,093     | 60,310      | 57%       | 26,874  | 127%         |          |       | |                     |       | |
| Public Relations/Marketing        | 250,457    | 441,884     | 57%       | 198,276 | 126%         |          |       | |                     |       | |
| Total Expenses                    | 16,360,192 | 21,616,072  | 76%       | 9,283,539 | 176%         |          |       | |                     |       | |
| Net Income                        | (3,962,844)| (9,397,080) | 42%       | 2,115,261 | -187%        |          |       | |                     |       | |
| Ending Fund Balance*              | 676,656    |             |           |          |              |          |       | |                     |       | |

*Fund balance break down:

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<tr>
<th>Fund Balance Breakdown</th>
<th>Value</th>
<th>Explanation</th>
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<td>16,522,281</td>
<td>Increase of interest rates on cash &amp; investments</td>
</tr>
<tr>
<td>Interfund Loans</td>
<td>3,635,751</td>
<td>Landfill royalty received quarterly</td>
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<td>Other Assets - Liabilities</td>
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<td>Contributions to Public Safety Pensions from Pension Bonds</td>
</tr>
<tr>
<td>Debt</td>
<td>(22,464,221)</td>
<td>Timing of quarterly payment to DCCMS</td>
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<tr>
<td>Fund Balance</td>
<td>676,656</td>
<td>Timing of one time payments of 100% funding to police &amp; Fire pensions</td>
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## FY24 Capital Project Fund
### As of January 31, 2024

<table>
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<th>Allocations</th>
<th>Remaining Allocation</th>
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<tr>
<td>8,269,803</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,245,630</td>
<td></td>
<td></td>
</tr>
<tr>
<td>81,817</td>
<td></td>
<td></td>
</tr>
<tr>
<td>173,667</td>
<td></td>
<td></td>
</tr>
<tr>
<td>212,124</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2,713,238</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Infrastructure:
- **Pre-Engineering**: 2,400
- **50,000**: 47,600

### Building/Structures:
- **City Buildings**: 24,703
- **DCCMS**: 5,250
- **Fire**: 2,400
- **Street**: 2,400
- **Cemetary**: 2,400
- **DCCMS Building Maintenance**: 60,000
- **Fuel Island Replacement**: 60,000
- **Cemetary Building**: 1,600,000
- **Street Dept Renovation**: 60,000
- **DCCMS Roof**: 50,000
- **New Carpet - Police 2nd Floor**: 20,000
- **Arch Improvements**: 80,000
- **Dirt Shed Repairs**: 40,000

### Equipment:
- **Body Cameras/In car cameras**: 34,488
- **Spillman RMS System**: 27,000
- **Bobcat L28 Articulating Loader**: 48,980
- **Traffic Line Painter**: 37,597
- **Small Loader**: 123,800

### Vehicles:
- **Squad Cars**: 320,193
- **Unmarked Investigation Vehicle**: 43,182
- **1 ton Dump Truck w/ plow & spreader**: 85,000
- **2-1 ton pickups (Street Dept)**: 98,562
- **Properties Pickup Truck**: 51,181

### Small Tools & Equip:
- **Traffic Cameras S Galena & Walton**: 60,000
- **Riverfront Tables**: 2,533
- **LED Street Lighting**: 22,726
- **New Street Lights**: 30,000
- **Cemetary Software & Future Development**: 30,000
- **Electronic Signs**: 25,000
- **Low Bridge Warning System**: 40,000

<table>
<thead>
<tr>
<th><strong>Total Endin</strong></th>
<th><strong>Fund Balance</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>800,235</strong></td>
<td><strong>3,467,754</strong></td>
</tr>
<tr>
<td><strong>2,554,919</strong></td>
<td><strong>10,182,806</strong></td>
</tr>
</tbody>
</table>

### Fund balance breakdown:
- **Cash**: 8,323,754
- **Interfund Loans**: 1,761,267
- **Other Assets - Liabilities**: 100,784

### Ending Fund Balance: **10,182,806**
Debt Repayment
21,250,401
Sister Cities
15,000
Library Repairs
1,096,499
Nuisance Property
20,735
River Street
4,073,980
FY23 ITEP Grant Match
2,000,000
7th & Monroe
856,538
Fire Pension Contribution
1,500,000
Bike Path
210,215
Capital Transfer for Emergency
3,000,000
Community Center
700,000
General Fund Transfer for Rainy Day
5,000,000
Splash Pad Donation
100,000
FY24 Future Development
550,000
Available to Spend
111,993
City of Dixon Recovery Fund
Debt Repayment 21,250,401
General Fund Transfer for Rainy Day 5,000,000
Splash Pad Donation 100,000
FY24 Future Development 550,000
Available to Spend 111,993
City of Dixon  
**FY24 Utilities (Water and Wastewater Funds)**  
As of January 31, 2024  

<table>
<thead>
<tr>
<th>% of Year Elapsed= 75%</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY24 YTD Actual</td>
</tr>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
</tr>
<tr>
<td>Fees</td>
</tr>
<tr>
<td>Other Income</td>
</tr>
<tr>
<td>Interfund Transfers</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
</tr>
<tr>
<td>Salaries</td>
</tr>
<tr>
<td>Benefits</td>
</tr>
<tr>
<td>Contractual Serv.</td>
</tr>
<tr>
<td>Supplies</td>
</tr>
<tr>
<td>Conf./Meeting</td>
</tr>
<tr>
<td>Utilities</td>
</tr>
<tr>
<td>Debt Service</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td>Depreciation</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
</tr>
<tr>
<td><strong>Fund Balance</strong>*</td>
</tr>
</tbody>
</table>

* Fund balance break down:

| Cash | 8,669,659 |
| Interfund Loans | (1,435,630) |
| Other Assets - Liabilities | 1,431,900 |
| Capital Assets | 24,567,727 |
| Debt | (9,105,409) |
| **Fund Balance** | 24,128,246 |
## FY24 Pension Funds (IMRF, FICA, Fire and Police Pensions)

As of January 31, 2024

\[
\text{% of Year Elapsed} = 75\% 
\]

<table>
<thead>
<tr>
<th>Description</th>
<th>FY24 YTD Actual</th>
<th>FY24 Budget</th>
<th>Budget to Actual %</th>
<th>Prior Year to Actual %</th>
<th>FY23 YTD</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>44,616,400</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Taxes</td>
<td>6,726,529</td>
<td>1,331,000</td>
<td>505%</td>
<td></td>
<td>4,220,322</td>
<td>159%</td>
</tr>
<tr>
<td>Employee Contributions</td>
<td>253,030</td>
<td>350,000</td>
<td>72% a</td>
<td></td>
<td>251,730</td>
<td>101% a</td>
</tr>
<tr>
<td>Investment Income</td>
<td>3,988,279</td>
<td>815,000</td>
<td>489%</td>
<td></td>
<td>(27,471)</td>
<td>-14518%</td>
</tr>
<tr>
<td>Transfers</td>
<td>-</td>
<td>385,000</td>
<td>0%</td>
<td></td>
<td>200,000</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>10,967,838</td>
<td>2,881,000</td>
<td>381%</td>
<td></td>
<td>4,644,580</td>
<td>236%</td>
</tr>
<tr>
<td>Benefits</td>
<td>2,130,989</td>
<td>2,305,000</td>
<td>92%</td>
<td></td>
<td>2,297,800</td>
<td>93%</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>60,187</td>
<td>195,000</td>
<td>31%</td>
<td></td>
<td>67,870</td>
<td>89%</td>
</tr>
<tr>
<td>Other</td>
<td>-</td>
<td>10,000</td>
<td>0%</td>
<td></td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>2,191,176</td>
<td>2,510,000</td>
<td>87%</td>
<td></td>
<td>2,365,669</td>
<td>93%</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>8,776,662</td>
<td>371,000</td>
<td>2366%</td>
<td></td>
<td>2,278,911</td>
<td>385%</td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>53,393,062</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Fund balance break down:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>53,391,805</td>
</tr>
<tr>
<td>Other Assets - Liabilities</td>
<td>1,257</td>
</tr>
<tr>
<td><strong>Fund Balance</strong></td>
<td>53,393,062</td>
</tr>
</tbody>
</table>

\[\text{a Police & Fire Pension Received two months in arears}\]
City of Dixon  
**FY24 Restricted Capital Funds (MFT, Infrastructure)**  
As of January 31, 2024

<table>
<thead>
<tr>
<th></th>
<th>FY24 YTD Actual</th>
<th>FY24 Budget</th>
<th>FY23 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3,042,422</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>State Taxes</strong></td>
<td>1,378,853</td>
<td>1,707,000</td>
<td>1,536,320</td>
</tr>
<tr>
<td><strong>Grant Revenue</strong></td>
<td>442,659</td>
<td>21,038,490</td>
<td>491,422</td>
</tr>
<tr>
<td><strong>Other Income</strong></td>
<td>85,137</td>
<td>1,050</td>
<td>31,059</td>
</tr>
<tr>
<td><strong>Transfer In</strong></td>
<td>-</td>
<td>2,000,000</td>
<td>1,400,000</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>1,906,649</td>
<td>24,746,540</td>
<td>3,458,801</td>
</tr>
<tr>
<td><strong>Capital Improvements</strong></td>
<td>1,219,182</td>
<td>24,134,300</td>
<td>1,459,467</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>1,219,182</td>
<td>24,134,300</td>
<td>1,459,467</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>687,468</td>
<td>612,240</td>
<td>1,999,334</td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td><strong>3,729,890</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Fund balance break down:  
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash</strong></td>
<td>2,888,401</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Assets - Liabilities</strong></td>
<td>841,489</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fund Balance</strong></td>
<td><strong>3,729,890</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## City of Dixon
### TIF Funds
### As of January 31, 2024

<table>
<thead>
<tr>
<th>FY24 YTD</th>
<th>Actual</th>
<th>FY24 Budget</th>
<th>FY23 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3,969,744)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **Revenue:** |         |             |         |
| Local Taxes  | 638,050 | 515,000     | 586,323 |
| Grant Income | 1,474,561 |           |         |
| Interest Income | 2,527 | 150 | 529 |
| **Total Revenue** | 2,115,138 | 515,150     | 586,852 |

| **Expenses:** |         |             |         |
| Infrastructure | 1,424,027 | 5,250,000 | -       |
| Other          | 48,704 | 50,000     | 40,390  |
| **Total Expenses** | 1,472,731 | 5,300,000 | 40,390  |

| **Net Income** | 642,407 | (4,784,850) | 546,462 |

| **Ending Fund Balance** |         |             |         |
| (3,327,337) |        |             |         |

* Fund balance break down:

|        |         |
| Cash   | 633,930 |
| Interfund Loans | (3,961,267) |
| Other Assets - Liabilities | - |
| **Fund Balance** | (3,327,337) |
City of Dixon
FY23 Restricted Funds (Airport, Library, Working Cash, Police Fines
Medical Self Ins., Oakwood Endowment, Grants, Trusts)
As of January 31, 2024

% of Year Elapsed= 75%

<table>
<thead>
<tr>
<th></th>
<th>FY24 YTD Actual</th>
<th>FY24 Budget</th>
<th>Budget to Actual %</th>
<th>FY23 YTD to Actual %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>2,902,228</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Taxes</td>
<td>604,257</td>
<td>605,250</td>
<td>100%</td>
<td>589,740</td>
</tr>
<tr>
<td>State Taxes</td>
<td>641,407</td>
<td>3,404,529</td>
<td>19%</td>
<td>296,098</td>
</tr>
<tr>
<td>Fees</td>
<td>71,979</td>
<td>65,250</td>
<td>110%</td>
<td>33,621</td>
</tr>
<tr>
<td>Other Income</td>
<td>130,603</td>
<td>99,150</td>
<td>132%</td>
<td>90,080</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>34,000</td>
<td>457,000</td>
<td>7%</td>
<td>120,000</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>1,482,247</td>
<td>4,631,179</td>
<td>32%</td>
<td>1,129,540</td>
</tr>
<tr>
<td>Salaries</td>
<td>279,828</td>
<td>435,207</td>
<td>64%</td>
<td>267,652</td>
</tr>
<tr>
<td>Benefits</td>
<td>83,055</td>
<td>141,200</td>
<td>59%</td>
<td>63,173</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>326,098</td>
<td>528,650</td>
<td>62%</td>
<td>288,372</td>
</tr>
<tr>
<td>Supplies</td>
<td>129,882</td>
<td>218,479</td>
<td>59%</td>
<td>136,399</td>
</tr>
<tr>
<td>Conference/Meeting</td>
<td>12,193</td>
<td>14,500</td>
<td>84%</td>
<td>10,219</td>
</tr>
<tr>
<td>Utilities</td>
<td>4,621</td>
<td>18,000</td>
<td>26%</td>
<td>5,373</td>
</tr>
<tr>
<td>Other</td>
<td>32,150</td>
<td>83,600</td>
<td>38%</td>
<td>59,539</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>-</td>
<td>3,323,000</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>867,827</td>
<td>4,762,636</td>
<td>18%</td>
<td>830,726</td>
</tr>
<tr>
<td>Net Income</td>
<td>614,420</td>
<td>(131,457)</td>
<td>-467%</td>
<td>298,814</td>
</tr>
<tr>
<td>Fund Balance*</td>
<td>3,516,647</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Fund balance break down:
  - Cash: 3,385,176
  - Interfund Loans: (106)
  - Other Assets - Liabilities: 131,578
  - Debt: -
  - Fund Balance: 3,516,647
**City of Dixon**  
**Community Development Fund**  
**As of January 31, 2024**

<table>
<thead>
<tr>
<th>FY24 YTD</th>
<th>Actual</th>
<th>FY24 Budget</th>
<th>FY23 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>1,778,186</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>59,972</td>
<td>10,000</td>
<td>84,261</td>
</tr>
<tr>
<td>Transfer In</td>
<td>5,000</td>
<td>-</td>
<td>2,054,796</td>
</tr>
<tr>
<td>Transfer Out</td>
<td>(25,000)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>39,972</td>
<td>10,000</td>
<td>2,139,057</td>
</tr>
<tr>
<td><strong>Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Equipment/Tools</td>
<td>-</td>
<td>50,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Donation Expense</td>
<td>140,000</td>
<td>250,000</td>
<td>135,000</td>
</tr>
<tr>
<td>Other</td>
<td>-</td>
<td>935,000</td>
<td>67,931</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>140,000</td>
<td>1,235,000</td>
<td>277,931</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>(100,028)</td>
<td>(1,225,000)</td>
<td>1,861,126</td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td><strong>1,678,158</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Fund balance break down:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>1,678,158</td>
<td></td>
</tr>
<tr>
<td>Other Assets - Liabilities</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Fund Balance</strong></td>
<td><strong>1,678,158</strong></td>
<td></td>
</tr>
</tbody>
</table>
SAUK VALLEY VOICES OF RECOVERY
QUARTERLY REPORTING FORM
403 E. Fellows Street, Dixon, Illinois

The undersigned [name], represents and states that I am [title] of Sauk Valley Voices of Recovery, an Illinois not-for-profit corporation ("SVVR"), and I am authorized by SVVR to make the following representations on behalf of SVVR to the City of Dixon ("City") concerning the use, occupancy, and operation of SVVR’s recovery home located at 403 E. Fellows Street, Dixon, Illinois ("Recovery Home").

1 Reporting Period
☐ January 1 - March 31
☐ April 1 - June 30
☐ July 1 - September 30
☐ October 1 - December 31

2 Total number of individuals residing in Recovery Home, including staff, as of the final day of the current reporting period:
☐ 1   ☐ 6
☐ 2   ☐ 7
☐ 3   ☐ 8
☐ 4   ☐ 9
☐ 5   ☐ 10

3 Please list the participant number of each participant who resided in the Recover Home during the reporting period and the City & County which they resided in before moving into the Recovery Home (example: 001 - Dixon, Lee County)
1. 001 - Dixon 006 - Dixon
2. 002 - Sterling 005 - Dixon
3. 003 - DeKalb
4. 004 - Rock Falls
5. 008 - Sterling
6. 012 - Dixon
7. 007 - Dixon
8. 011 - Dixon
9. 010 - Sterling
10. 009 - Oregon

4 Maximum number of people, including staff, living in the recovery home at any one time during this reporting period:
☐ 1   ☐ 6
☐ 2   ☐ 7
☐ 3   ☐ 8
☐ 4   ☐ 9
☐ 5   ☐ 10
Please list the participant number for each person who graduated from the Recovery Home during this reporting period. (example: 001)

1. 005 - Dixon
2. 002 - Rockeard
3.
4.
5.
6.
6. How many individuals left the Recovery Home without graduating during this reporting period, including without limitation, individuals that left the Recovery Home because of a violation of the home rules.

☐ 1  ☐ 6
☐ 2  ☐ 7
☐ 3  ☐ 8
☐ 4  ☐ 9
☐ 5  ☐ 10

6a. For participants listed in Question 6, please list the participant # and the reason they left without graduating. (example: 001 - a)
   a. Failure to pay
   b. Failed drug test
   c. Failure to comply with house rules
   d. Arrested by police
   e. Chose to leave on own
   f. Other, please specify
   (Example: 001 - a)

1. 006 - Dixon - E

2. 

3. 

4. 

5. 

6. 

7. 

8. 

9. 

10. 

7. How many residents were referred from the Sinnissippi Recovery Home during this reporting period?

☐ 1  ☐ 6
☐ 2  ☐ 7
☐ 3  ☐ 8
☐ 4  ☐ 9
☐ 5  ☐ 10

Did the Recovery Home receive any funds from a third party in excess of $100 to support the operation of the Recovery Home? Examples include private donations and/or grants.

☑ YES
☐ NO

If YES, please provide:
1. The name of the entity providing funding.
2. The date the funding was received by SVVR.
3. The funding amount.
4. SVVR’s plan to use the funds.

1. Prince of Peace Lutheran Church
   #150+ gift donations for holiday baskets

2. Alan & Sandy Toomsen
   pool table

3. 

4. 

5. 

I hereby certify that all representations made by the SVVR within the Compliance Agreement approved by the City on or about October 17, 2022 ("Agreement") are accurate and correct, and hereby restate all of the same as of the date of this Quarterly Report. I hereby certify that SVVR is in full compliance with the Agreement, and that the information provided in this form is complete and accurate.

SAUK VALLEY VOICES OF RECOVERY,
an Illinois not-for-profit corporation

[Signature]

Name: Gerald Lee
Title: Executive Director

Subscribed and sworn to before me this 11 day of January, 2024

[Signature]
Notary Public

[Seal]
"OFFICIAL SEAL"
Sydney M. Heller
Notary Public, State of Illinois
My Commission Expires 3/7/27
ORDINANCE NO. __________

ORDINANCE VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY
COMMONLY KNOWN AS MARCLARE STREET
PURSUANT TO THE REQUEST OF KREIDER SERVICES, INCORPORATED

ADOPTED BY THE
COUNCIL
OF THE
CITY OF DIXON
THIS 20th DAY OF FEBRUARY, 2024

Published in pamphlet form by authority of the Council of the City of Dixon, this 20th day of February, 2024
ORDINANCE NO. __________

ORDINANCE VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY
COMMONLY KNOWN AS MARCLARE STREET
PURSUANT TO THE REQUEST OF KREIDER SERVICES, INCORPORATED

WHEREAS, the Mayor and the City Council of the City of Dixon (collectively, the “Corporate Authorities”), after due investigation and consideration, have determined that the portion of the public right-of-way commonly known as Marclare Street described below is no longer needed by the general public, is no longer required for public use, and the public interest will best be served by vacating said portion of public alley; and

WHEREAS, in the opinion of the Corporate Authorities, the undertakings of Kreider Services, Incorporated, as set forth in this Ordinance, constitute adequate compensation for the vacation of said portion of the public right-of-way; and

WHEREAS, it is appropriate that title to said portion of the public right-of-way should be transferred to Kreider Services, Incorporated to relieve the public from the further burden and responsibility of maintaining the same; and

WHEREAS, Krider Services, Incorporated is the current owner of real estate located immediately adjacent to said portion of the public right-of-way.

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

SECTION 1: All of the recitals contained in the preambles to this Ordinance are full, true and correct, and such recitals are hereby incorporated into this Section 1 by this reference.

SECTION 2: Pursuant to 65 ILCS 5/11-91-1, it is determined that the public interest will best be served by vacating the following described real property:

All that portion of the public right-of-way commonly known as Marclare Street, Dixon, Illinois, located immediately adjacent to and north of the following described real estate:

Lot 3 in First Additional to Pheasant Run, according to the Plat thereof recorded in the Recorder’s Office of Lee County, Illinois in Book J of Plats on page 8, all in Lee County, Illinois,

reserving therefrom a permanent, nonexclusive easement to the City of Dixon and to those public utility companies operating under franchise from the City of Dixon, and to their successors and assigns, upon, across, over, under, and through the vacated property described in this Section 2 for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining electrical, gas, telephone or other utility lines of appurtenances, sanitary sewers, storm sewers, water means, and any and all

2
manholes, hydrants, pipes, connections, catch basins, buffalo boxes and, without limitation, such other installations as may be required to furnish public utility service and such appurtenances in addition thereto as the City of Dixon and said utility companies may deem necessary, together with the right of access across the property described above for the necessary workers and equipment to do any or all of the above work. No permanent buildings shall be placed on the vacated property described in this Section 2, but said property may be used for gardens, shrubs, landscaping, driveway and parking, and other purposes that do not then or later interfere with the aforesaid uses and rights of the City of Dixon and said utility companies and provided the same are otherwise in compliance with the codes and ordinances of the City of Dixon. In the event the City of Dixon or any public utility deems it necessary to dig up, cut, or otherwise interfere with any hard surface, driveway or parking lot placed upon the vacated property described in this Section 2, it shall be the duty and responsibility of the owners of said property to repair and replace said surface at the owner’s sole cost and expense.

SECTION 3: The permanent real estate index number of the parcel of property acquiring title to the above-described vacated property is 07-02-29-480-002 (also known as 668 Marclare Street, Dixon, Illinois 61081).

SECTION 4: The nature and extent of the public uses and public interest to be served as such as to warrant the vacation of the above described vacated property, and the relief to the public from further burden and responsibility of maintaining such portions, constitutes a public use or public interest authorizing the vacation.

SECTION 5: Upon payment of any consideration required by the City of Dixon and the filing of this Ordinance with the Recorder of Deeds, Lee County, Illinois, Kreider Services, Incorporated shall be declared the fee owner of the above-described vacated property.

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

SECTION 8: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

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

SECTION 10: The City Clerk is hereby directed to certify a copy of this Ordinance and record said Ordinance with the Recorder of Deeds, Lee County, Illinois, forthwith, and all costs herein shall be paid by Kreider Services, Incorporated.
Passed by the Mayor and the City Council on the 20th day of February, 2024.

______________________________
Mayor

ATTEST:

______________________________
City Clerk
COUNCIL ACTION FORM

Date: February 20, 2023
Presented By: Fire Department

Subject: Budget Resolution
Agenda Item: 14a

Description:
The fire department is seeking a resolution to amend the budget for fiscal year 2023-2024 by increasing the line item for “Fuel and Oil” within the Fire budget by $3,000 and decreasing the line item for “Tuition Reimbursement” within the Fire budget by $3,000.

This requires no new funds and covers increased costs of fuel and gasoline for fire department vehicles.

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:

It is recommended to approve the budget resolution amending the fiscal year 2023-2024 Emergency Fire budget, allowing for the purchase of fuel and gasoline for the remainder of this fiscal year.

Required Action

ORDINANCE □  RESOLUTION ✓  MOTION □  NO ACTION REQUIRED □

Additional Comments:

MOTION BY: ________________  SECONDED BY: ________________

MOVE TO ____________________________

_______________________________

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Mayor Hughes</th>
<th>Councilman Bishop</th>
<th>Councilman Considine</th>
<th>Councilman Oros</th>
<th>Councilman Venier</th>
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RESOLUTION NO. ____________

RESOLUTION AMENDING 2023-2024 BUDGET
(Fire Budget – Fuel and Oil)

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

WHEREAS, the City Council has reviewed the needs of the City of Dixon and deems it advisable and in the best interests of the City of Dixon to amend the budget for fiscal year 2023-2024 by amending line items within the Fire budget to accommodate additional fuel and oil expenses in the Fire Department; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dixon that the Finance Director of the City is hereby authorized and directed to amend the budget for fiscal year 2023-2024 by increasing the line item for “Fuel and Oil” within the Fire budget by $3,000 and decreasing the line item for “Tuition Reimbursement” within the Fire budget by $3,000.

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

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

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

This Resolution read and approved this 20th day of February, 2024.

__________________________________________
Mayor

Attest:

_________________________________
City Clerk
Subject: Amend FY24 Budget - Street Department  Agenda Item: 14b

Description:

This resolution will increase the Street Department budget line item for "Repairs and Maintenance" by $15,000.00.

"Street Lighting" will be reduced by $10,000 within the Street Department Budget and "Part-Time Wages" will be reduced by $5,000 within the Properties Budget.

This maneuvering occurs within the FY23-24 budget, this is not a request for additional funds.

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
None.

Date


Recommendation:

Approve the motion.

Required Action

ORDINANCE ☐  RESOLUTION ☑  MOTION ☐  NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ____________________  SECONDED BY: ____________________

MOVE TO  approve the resolution amending the FY23-24 budget with respect to the Street Department and Properties Department.

CITY COUNCIL VOTES

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<tr>
<th>VOTES</th>
<th>Mayor Hughes</th>
<th>Councilman Bishop</th>
<th>Councilman Considine</th>
<th>Councilwoman Oros</th>
<th>Councilman Venier</th>
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</table>
RESOLUTION NO. _____________

RESOLUTION AMENDING 2023-2024 BUDGET
(Street Department)

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

WHEREAS, the City Council has reviewed the needs of the City of Dixon and deems it advisable and in the best interests of the City of Dixon to amend the budget for fiscal year 2023-2024 by amending line items within Street Department budget to accommodate additional maintenance and repairs in the Street Department; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dixon that the Finance Director of the City is hereby authorized and directed to amend the budget for fiscal year 2023-2024 by increasing the line item for “Maintenance and Repairs” within the Street Department budget by $15,000 and decreasing the line item for “Part time Wages” within the Properties budget by $5,000 and by decreasing the line item for “Street Lighting” in the Street Department budget by $10,000.

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

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

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

This Resolution read and approved this 20th day of February, 2024.

________________________________________
Mayor

Attest:

___________________________________
City Clerk
RESOLUTION NO. _____________

RESOLUTION AMENDING 2023-2024 BUDGET
(Band)

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

WHEREAS, the City Council has reviewed the needs of the City of Dixon and deems it advisable and in the best interests of the City of Dixon to amend the budget for fiscal year 2023-2024 by amending line items within the Band budget to accommodate additional operating supplies and printing and publishing in the Band Department; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dixon that the Finance Director of the City is hereby authorized and directed to amend the budget for fiscal year 2023-2024 by increasing the line item for “Operating Supplies” by $1,500; by increasing the line item for “Printing & Publishing” by $500 and by decreasing the line item for “Mileage/Meal Allowance” by $2,000 all within the band budget.

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

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

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

This Resolution read and approved this 20th day of February, 2024.

__________________________________________
Mayor

Attest:

___________________________________
City Clerk
RESOLUTION NO. __________

RESOLUTION REQUESTING TEMPORARY CLOSURE OF PORTIONS OF ILLINOIS ROUTE 2 IN CONNECTION WITH THE REAGAN 5K RUN/WALK

WHEREAS, the City of Dixon, Illinois (the “City”) will be the location of the Reagan 5K Run/Walk, which event shall be held on July 6, 2024; and

WHEREAS, RR5K, Inc., as organizer of the event, has requested that a portion of Illinois Route 2, a State highway in the City, be closed in the City for the Reagan 5K Run/Walk on such date between the hours of 7:00 A.M. and 11:00 A.M.; and

WHEREAS, the event will require the temporary closure of Illinois Route 2 from 4th Avenue to Peoria Avenue (eastbound outside lane including the right turn lane at Peoria Avenue), and from south of Boyd Street to River Street (southbound right turn lane); and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State highways for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Dixon that permission to close off a portion Illinois Route 2, a State highway in the City, as above described, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 7:00 A.M. and 11:00 A.M. on July 6, 2024.

BE IT FURTHER RESOLVED that this closure is for the public purpose of the Reagan 5K Run/Walk.

BE IT FURTHER RESOLVED that the City of Dixon assumes full responsibility for the direction, protection, and regulation of the traffic during the event.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall, at the expense of the City, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist directing traffic.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed areas as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed by the City of Dixon and/or RR5K, Inc. prior to reopening the closed portions of Illinois Route 2.
BE IT FURTHER RESOLVED that such signs, flags, barricades, etc., shall be used by the City of Dixon as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Dixon.

BE IT FURTHER RESOLVED that the closure shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Dixon hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by closing the described above.

BE IT FURTHER RESOLVED that RR5K, Inc. shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of $1,000,000 per person and $2,000,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

ADOPTED by the City Council of the City of Dixon this 20th day of February, 2024.

____________________________
Mayor

Attest:

____________________________
City Clerk
Sikich has performed the audits on the City’s last nine annual financial statements. The current agreement for Sikich’s services has expired and it is time to reappoint an audit firm.

Requests for proposals (RFPs) were sent to five firms: RSM; Sikich LLP, WIPFLI LLP, CliftonLarsonAllen and Baker Tilly US, LLP. The RFP requested narratives that describe the firm’s qualifications and general plans for the City’s audit. Prices were requested for a three-year agreement.

Two proposals were received. They were from Sikich LLP and WIPFLI LLP. The proposals, which includes their qualifications, are attached.

The City’s audit fee was $34,975 for FY20.

<table>
<thead>
<tr>
<th></th>
<th>Sikich LLP</th>
<th>WIPFLI LLP</th>
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<tr>
<td>FY24</td>
<td>$41,900</td>
<td>$53,000</td>
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<td>55,650</td>
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**Recommendation:**

The administration recommends the Council appoint Sikich LLP as the City’s auditor for FY24, FY25 and FY26.
# TABLE OF CONTENTS

- Transmittal Letter .................................................................................................................. 3
- Executive Summary .................................................................................................................. 4
- Technical Proposal ................................................................................................................... 5
  - Statement of Independence ................................................................................................... 5
  - License to Practice in Illinois ................................................................................................. 5
  - Partner, Supervisory and Staff Qualifications and Experience ................................................. 5
  - Similar Engagements with Other Government Entities ......................................................... 7
  - Specific Audit Approach ........................................................................................................ 8
- Why the City of Dixon Should Select Sikich ............................................................................. 10
  - Access .................................................................................................................................... 10
  - Experience ............................................................................................................................... 11
  - Initiative ................................................................................................................................ 12
- Scope of Services for the City of Dixon .................................................................................... 13
- Additional Resources and Services ............................................................................................ 17
- Fee Proposal ............................................................................................................................... 18
  - Proposal Cost Summary .......................................................................................................... 18
- Exhibits ..................................................................................................................................... 19
  - Engagement Team Biographies ............................................................................................... 19
  - Sikich Resources ..................................................................................................................... 19
  - State & Local Government Services ....................................................................................... 19
  - Firm Profile .............................................................................................................................. 19
  - Peer Review ............................................................................................................................. 19
TRANSMITTAL LETTER

January 22, 2024

Ms. Becky Leslie
Finance Director
City of Dixon
121 West 2nd Street
Dixon, IL 61021

Dear Ms. Leslie,

Sikich is pleased to be considered for the appointment as independent auditors for the City of Dixon. We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal. The expertise we possess in the state and local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations. Our clients receive the quality and timeliness only available from a firm of our caliber.

We have received the Request for Proposal and are prepared to commit the resources necessary to provide services to the City of Dixon. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements as specified in the Request for Proposal, and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 60 days, and look forward to the possibility of serving the City of Dixon.

Sincerely,

[Signature]
Lindsey Fish, CPA
Partner
EXECUTIVE SUMMARY

We know what's challenging to the City of Dixon. Here are the strategies and solutions we recommend for you in order to face those challenges head-on and achieve success.

Thank you for considering Sikich. We appreciate the opportunity to propose for the City of Dixon.

Sikich is one of the country's top 30 Certified Public Accounting firms and a top 10 value-added reseller of technology products, with more than 1,000 employees serving clients in all 50 states. Clients turn to us for their professional service needs due to our deep industry knowledge working with organizations of their size and for the caliber of service and attention we provide—especially when it comes to dedicated, experienced service teams and partner access.

DEFINING YOUR CURRENT CHALLENGES

We recognize this is a time of constant change and ever increasing accountability. The task of the City finance office is no longer to report financial results by long-standing standards that are widely known and commonly understood. The task in today's environment is to keep up with the ever-changing standards from GASB and the Office of Management and Budget with the new Uniform Guidance. The task is also to keep up with new reporting and accountability requirements from the state, new automated processing systems, and fringe benefit tax laws.

DEFINING YOUR BEST POSSIBLE SOLUTIONS

These ever-changing standards and accountabilities require adjusting computer systems and internal processes to adapt to the changing standards and then to report in accordance with the new standards. This shift in the environment has caused a shift in the City thinking about an audit firm. We understand that the City requires a year-round partner, who will assist the City in keeping up to date with the standards and provide assistance, when needed, on specialty topics, as well as someone who can audit to the standards. Sikich is on the leading edge of the standards as they are being developed. We also have a strong commitment to current and effective technology as our firm has a solid core of technological abilities supported by a full technology division.

DEFINING YOUR FUTURE SUCCESS

Additional details around our audit-specific capabilities are included in the next section of this document. These capabilities, in combination with our timely completion and issuance of your reports, will not only fulfill your current needs, but will undoubtedly drive stability for the City of Dixon.

Throughout the following paragraphs, you will find summaries of each section within this proposal. We encourage you to review each section in its entirety to gain a detailed understanding of how we can help you build your bottom line and achieve success.

WHY THE CITY OF DIXON SHOULD SELECT SIKICH

Clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Specifically, Sikich offers the access to resources, decades of experience and passion for action necessary to face your challenges head-on with you.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

A crucial component to the City of Dixon's success is working with a team completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. Your engagement team is made up of senior professionals who will provide the expertise, insights and responsiveness your organization requires.

SPECIFIC AUDIT APPROACH

Our approach is always holistic, forward-thinking and customized for the City of Dixon's specific needs. We operate in a way that provides full attention to evaluating significant areas, including those that present the greatest risk and where new opportunities for financial and operational improvement may exist.

SCOPE OF SERVICES FOR THE CITY OF DIXON

The scope of our work for the City of Dixon is outlined in the following proposal. We want to invest in what we hope will become a long-lasting relationship with the City of Dixon, which is why we commit to delivering the results the City of Dixon requires. The timeline of the engagement on which we are proposing is outlined in this section.

We would be honored to continue to call the City of Dixon our client and look forward to continuing to work with you.
TECHNICAL PROPOSAL

STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from the City of Dixon and its component units in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the City of Dixon and its component units, and is independent with respect to any non-attest services provided to the City of Dixon and its component units, both in fact and in appearance to any knowledgeable third party.

LICENSE TO PRACTICE IN ILLINOIS

Sikich is a licensed Public Accountant Limited Liability Partnership in Illinois (license #066-003284). All of the partners assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full time staff and are either registered Certified Public Accountants or are completing the exam.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Sikich commits to providing a team of senior professionals, all of whom have unmatched expertise in the government industry.

A crucial component to the City of Dixon’s success is working with a team that is completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. The City of Dixon will receive unparalleled levels of expertise, insights and responsiveness from a team of senior professionals who have significant experience working with government entities. Our firm offers several employee retention programs, including tuition reimbursement, CPA review and exam assistance, a computer purchase program, travel assistance and more. We have been named as a Best Place to Work for several years, both on a local and national level. We make every effort to recruit and retain quality staff. However, employee turnover is inevitable. In the event of staff turnover on the City of Dixon engagement, we will seek the prior written approval of the City of Dixon.

The City of Dixon’s key engagement team members will be supported by staff on the firm’s government services team. Please refer to the Exhibits section on page 19 to read biographies of the City of Dixon’s engagement team.

LINDSEY FISH, CPA
ENGAGEMENT PARTNER

As engagement partner, Lindsey will be responsible for the overall management of the audit. This includes developing and coordinating the overall audit plan, the in-depth review of all workpapers and the review of the City of Dixon’s annual financial report. Moreover, our firm’s philosophy is to have the team leader on location during the completion of the majority of fieldwork. Therefore, Lindsey will be present at the City of Dixon’s offices during both our preliminary and final fieldwork.

ANTHONY M. CERVINI, CPA, CFE
RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

JAMES R. SAVIO, CPA, MAS
QUALITY CONTROL PARTNER

The quality control partner will provide a second review of the audit workpapers and the City of Dixon’s annual financial report.

SARAH MONTANARI, CPA, MAS
QUALITY CONTROL MANAGER

The quality control manager will provide a second review of the audit workpapers and the City of Dixon’s annual financial report.
ADDITIONAL PROFESSIONAL STAFF

Other professional staff assigned to the engagement will be full-time employees of the firm and have a minimum of one to three years of auditing experience. In addition, all professional staff assigned to government engagements meet and usually exceed the CPE requirements contained in the U.S. Government Accountability Office, Government Auditing Standards (2018). Moreover, our government staff possess a specific knowledge of local government accounting and reporting requirements and their application for local governments. This is achieved by attending at least 40 hours per year of a combination of external courses sponsored by the AICPA, ICPAS, GFOA and IGFOA, as well as internal courses.

This enables our firm to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure you that our professional staff would not need any “on the job accounting or financial reporting training” by your staff. Moreover, we can assure the City of Dixon the quality of staffing for a multi-year engagement, even if a change in personnel is required, subject to your approval.
SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES
Following is a list of significant engagements performed last year that are similar to the engagement proposed for the City of Dixon.

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<thead>
<tr>
<th>Name</th>
<th>Contact</th>
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<tbody>
<tr>
<td>City of Rochelle</td>
<td>Ms. Chris Cardott</td>
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<tr>
<td>420 North 8th Street</td>
<td>Finance Director</td>
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<tr>
<td>Rochelle, IL</td>
<td>815.561.2043</td>
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<td><a href="mailto:ccardott@rochelleil.us">ccardott@rochelleil.us</a></td>
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<tr>
<td>City of Belvidere</td>
<td>Ms. Shannon Hansen</td>
</tr>
<tr>
<td>401 Whitney Boulevard</td>
<td>Budget and Finance Officer</td>
</tr>
<tr>
<td>Belvidere, IL</td>
<td>815.544.2612</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:shansen@ci.belvidere.il.us">shansen@ci.belvidere.il.us</a></td>
</tr>
<tr>
<td>City of Rock Falls</td>
<td>Ms. Robbin D. Blackert</td>
</tr>
<tr>
<td>603 W. 10th Street</td>
<td>City Administrator</td>
</tr>
<tr>
<td>Rock Falls, IL</td>
<td>815.564.1366</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:rblackert@rockfalls61071.com">rblackert@rockfalls61071.com</a></td>
</tr>
<tr>
<td>City of Byron</td>
<td>Mr. Brian Brooks</td>
</tr>
<tr>
<td>232 W. Second Street</td>
<td>City Administrator</td>
</tr>
<tr>
<td>Byron, IL 61010</td>
<td>815.234.2762</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:bbrooks@es-il.org">bbrooks@es-il.org</a></td>
</tr>
</tbody>
</table>
SPECIFIC AUDIT APPROACH

From identifying expectations to executing a plan to preparing for next year, our approach is holistic and always forward-thinking.

For the City of Dixon, our approach satisfies a number of requirements, including high-quality service, access to senior resources and specialization in the government industry. We strongly believe Sikich is the firm that can offer you all of these and more.

We will tailor this engagement to the City of Dixon's specific needs—always with a view toward identifying new opportunities for financial and operational improvement. Procedures are designed to give full attention to evaluating significant areas, including those that present the greatest risk. Sikich's holistic approach will address critical compliance and risk management needs.

Before embarking on this engagement, we will make certain to have a clear understanding of your mission and strategic direction. We do this by identifying and addressing risks and helping you ensure financial strength. We strongly believe there is no such thing as too much communication, not only during the engagement, but also throughout the year.

AUDIT STANDARDS

The objective of our audit is to issue an unmodified opinion on the City of Dixon's governmental activities, business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information that collectively comprise the City of Dixon's basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018), the Single Audit Act of 1996 and the Uniform Guidance. Our firm will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that the City of Dixon provide us with the basic information required for our audit.
Sikich's audit approach includes, but is not limited to, the following procedures:

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like the City of Dixon
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures
- Performance of additional testing, as necessary

PRACTICAL AND CONSTRUCTIVE MANAGEMENT LETTER COMMENTS

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict firm policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

QUALITY CONTROL

At Sikich, we are committed to providing the highest quality audits in the industry. The City of Dixon can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our firm has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years. In 2020, we received our eleventh consecutive peer review unmodified ("pass") report. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Partner-in-Charge of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchaser of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.
WHY THE CITY OF DIXON SHOULD SELECT SIKICH

Our team works devotedly with governmental entities just like yours, has the resources required to perform this engagement and is technically experienced and insightful.

As previously mentioned, clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Your challenges are our challenges, and chances are, we have successfully faced them many times before. Aside from this, here are a number of reasons how the City of Dixon can benefit from a relationship with Sikich.

ACCESS

With Sikich, you get access to a multitude of resources that will help your organization grow today and in the future.

ACCESS TO SENIOR RESOURCES

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognitions in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled involvement from our most senior resources. Our partners are on-site during audit fieldwork and are available year-round for direct consultation as issues occur.

ACCESS TO EDUCATION

The City of Dixon will remain abreast of regulatory changes and best organizational practices as Sikich’s team receives ongoing continuing education they will directly apply to the City of Dixon’s engagement. We accomplish this by anticipating your needs based on our experience with you and your industry, and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 84 Fiduciary Activities
- GASB Statement No. 87 Leases
- The New GASB Reporting Model
- Accounting & Report for Cash and Investments
- Preparing a Management’s Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Economic Condition Reporting
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- The New Look of HR: 2021
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment
ACCESS TO VALUE

Your organization will receive extraordinary value for Sikich's fee because we are dedicated to a customer-centric approach that includes open communication, respect and clear results. As a leader, the overall success of your organization should be the core of your focus. We're here to be your trusted advisor for those functions you can't focus on every moment, as well as for issues affecting the government industry, including new accounting pronouncements and employee benefit regulations. We understand that each client has its own unique set of needs, business practices and operating environment. Our services are tailored to the specific needs of your organization.

EXPERIENCE

Helping clients achieve long-term success is what we do. Our professionals will bring to your engagement the deep industry and service-level experience they have accumulated throughout the years.

EXPERIENCE IN YOUR INDUSTRY

Sikich's state and local government team provides services to more than 450 counties, cities, villages, towns and other local governments. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- Central Association of College and University Business Officers (CACUBO)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of Missouri (GFOA-MO)
- Government Finance Officers Association of the United States and Canada (GFOA)
- ICPAS Governmental Report Review Committees
- IGFOA Technical Accounting Review Committee
- Illinois Association of County Board Members and Commissioners (IACBMC)
- Illinois Association of Fire Protection Districts (IAFPD)
- Illinois Association of Park Districts (IAPD)
- Illinois Association of School Business Officials (IASBO)
- Illinois City/County Management Association (ILCMA)
- Illinois County Treasurers’ Association (ICTA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Library Association (ILA)
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Parks and Recreation Association (IPRA)
- Illinois Tax Increment Association (ITIA)
- International City/County Manager's Association (ICMA)
- National Association of College and University Business Officers (NACUBO)
EXPERIENCE IN WHAT WE DO

Your Sikich engagement team is comprised of senior CPAs who have been working in the field for years. Providing high-quality audit services is second nature to each of them, which is proven through our impressive track record of helping clients succeed. This team will provide the City of Dixon with timely completion of professional services. Moreover, members of the Sikich government services team have served as expert speakers to organizations, state GFOAs and others for formal presentations at local meetings and annual conferences on a variety of governmental accounting, auditing and financial reporting topics. We have also developed governmental accounting, auditing and financial reporting training courses for various organizations with members of our firm serving as lead instructors for the courses.

EXPERIENCE IN GOVERNMENT OPERATIONS

Because of our large, diverse client base and our ability to attract talent from a variety of professional backgrounds, Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specializes in the management, operations and financing of general purpose state and local governments, park districts, intergovernmental organizations, municipal utilities and special districts. This focus and our exemplary reputation assure the City of Dixon the highest quality work and the most cost-effective delivery of services.

INITIATIVE

One of our strengths at Sikich is our need to be proactive. We find potential issues before you have to worry about them, because we’re ready with a solution.

INITIATIVE FOR CUSTOMIZED SOLUTIONS

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations and audit-specific matters, we may uncover other opportunities. As part of our ongoing service and commitment to the City of Dixon, we keep you abreast of regulatory changes and best business practices to ensure we identify crucial opportunities that will benefit the City of Dixon.

INITIATIVE FOR YOUR SATISFACTION

The City of Dixon’s success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client of the firm?
- What is your vision for the City of Dixon?
SCOPE OF SERVICES FOR THE CITY OF DIXON

We will exceed your expectations by conducting and delivering on a high-quality engagement within your required timeline—all for a reasonable fee.

We are proposing to provide the following services to the City of Dixon as specified in the RFP:

- Audit of basic financial statements and discretely presented component units (Dixon Public Library) of the City of Dixon for the fiscal year ending April 30, 2024.
- Preparation of ten (10) bound copies and an electronic copy (.pdf) of the annual financial report;
- Preparation of ten (10) bound copies and an electronic copy (.pdf) of the management letter for the City of Dixon, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of ten (10) bound copies and an electronic copy (.pdf) of the report on compliance with Public Act 85-1142 (TIF);
- Preparation of five (5) copies of the Annual Financial Report (AFR) filed with the County Clerk and State Comptroller (one electronic and four bound copies);
- Preparation of ten (10) bound copies and an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
- Retain workpapers for seven (7) years in accordance with firm standards;
- Reporting to the City Council in accordance with Statement on Auditing Standards (SAS) No. 114, Communications with Those Charged with Governance; and
- Exit conference(s) with City of Dixon Officials to present the completed audit and related materials.
## CLIENT SERVICE TIMELINE

<table>
<thead>
<tr>
<th>EVENT</th>
<th>PERSON(S) ASSIGNED</th>
<th>TIMEFRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Preliminary Planning</td>
<td>The meeting would be attended by the engagement partner and engagement manager, if necessary.</td>
<td>FEB MAR APR MAY JUN JUL AUG SEP</td>
</tr>
<tr>
<td>II. Preliminary Fieldwork</td>
<td>This phase would be completed by the engagement partner, engagement manager and one professional staff.</td>
<td>FEB MAR APR MAY JUN JUL AUG SEP</td>
</tr>
<tr>
<td>III. Fieldwork</td>
<td>This phase would be completed by the engagement partner, engagement manager and one to two professional staff.</td>
<td>FEB MAR APR MAY JUN JUL AUG SEP</td>
</tr>
</tbody>
</table>

During this phase of the audit, we would meet with representatives of the City of Dixon to discuss the approach we would take during the audit, focusing on areas of particular concern to the City of Dixon as well as areas of high audit risk, and develop the timeline for completing the subsequent phases of the audit.

During this phase of the audit, we would develop an understanding and documentation of the City of Dixon’s accounting and administrative controls using its accounting procedures manual, EDP documentation and by interviewing staff. In addition, we may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase, but generally would be between 25 and 60. Moreover, we would develop our planning materiality on an individual fund basis and complete a preliminary analytical review of the City of Dixon’s financial position as a whole.

In addition, we would review all minutes from the meetings of the City Council and the Pension Boards and the Library; review all ordinances adopted by the City of Dixon during the year; review any debt agreements entered into during the year and analyze any other unique transactions entered into by the City of Dixon; and perform our fraud interviews in accordance with Statement on Auditing Standards (SAS) No. 99. Upon completion of this phase, we would finalize all necessary confirmations the City of Dixon will prepare; review all proposed client assisted work papers and the timing of preparation by the City of Dixon; develop our audit programs for the next phase of the audit and review and document any changes to the City of Dixon’s Annual Financial Report; and prepare the schedule for the remainder of the audit.

During this phase of the audit, we would complete all of our substantive testing of the account balances and prepare the draft of the City of Dixon’s financial statements with a rough draft of the financial statements provided to the City of Dixon at the conclusion of field work. We would also prepare the draft of the management report. In addition, an exit conference would be held with officials from the City of Dixon to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.
<table>
<thead>
<tr>
<th>EVENT</th>
<th>PERSON(S) ASSIGNED</th>
<th>TIMEFRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>IV. Workpaper Review and Report Production</td>
<td>This phase would be completed by the engagement partner, resource partner and the quality control partner.</td>
<td>JUL, AUG, SEP</td>
</tr>
<tr>
<td>V. Drafts to the City of Dixon</td>
<td>This phase would be completed by the engagement partner.</td>
<td>JUL, AUG, SEP</td>
</tr>
<tr>
<td>VI. Completion of the Audit</td>
<td>This phase would be completed by the engagement partner.</td>
<td>JUL, AUG, SEP</td>
</tr>
<tr>
<td>VII. Support to the City of Dixon</td>
<td>This phase would be completed by the engagement partner. Ongoing</td>
<td>JUL, AUG, SEP</td>
</tr>
</tbody>
</table>

In future years, we would develop a similar plan and timeframe with the assistance of the City of Dixon to ensure the timely identification and resolution of any critical accounting and auditing issues prior to the issuance of our opinion and the annual financial report. These completion dates are well within the deadlines established by the City of Dixon. We have a proven track record of meeting and exceeding deadlines established by our clients.
IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

Our firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit—professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with Finance Director. The timing of this discussion will provide the City of Dixon with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware will be communicated in writing to the City Administrator, Mayor, or the appropriate level as defined in our professional standards.

Our firm's philosophy on additional fees and/or billings is based on an understanding between the firm and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the City of Dixon. The billings for the audit would not exceed this fee unless the City of Dixon specifically requests that the scope of the engagement be expanded and the City of Dixon and the firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.
ADDITIONAL RESOURCES AND SERVICES
With more than a dozen services, our areas of expertise are oftentimes complementary of one another. How else can we help you meet your government’s goals?

Many times, the challenges for which you enlist Sikich’s help may be faced more effectively by integrating several of our services. Take a look at what we offer, and talk to your engagement partner about how these services may complement what you are already seeking.

DISPUTE ADVISORY
Disputes of any kind or size can be difficult to handle on your own. For example, what would happen if you began suspecting employee fraud within your organization? A dispute advisory expert can handle every aspect, from insurance claim preparation and being the liaison with law authorities, to creating a fraud prevention program and improving your organization’s internal controls.

HUMAN RESOURCES
Your people are a large part of what makes up your organization. Recruiting, training and retaining employees are vital parts of ensuring your organization continues to provide only the best for your constituency. With services such as recruiting and onboarding, compensation and compliance, employee benefits and more, you can better understand what will keep your employees happy and productive.

MARKETING
The effectiveness of your marketing efforts can make or break your organization’s success. From eye-catching logos to print and digital collateral, every piece must work for an intended audience. By delivering the right stories and amplifying those messages, you will properly position your organization in the marketplace.

NOT-FOR-PROFIT SERVICES
Funding challenges, increased demand from stakeholders and changing trends and policies can make it difficult for not-for-profit organizations to reach their goals. For those common challenges and others more specific to your organization, you need a professional services partner with an industry-dedicated team to deliver the accounting, advisory and technology services that will help you work toward your mission.

PROCESS IMPROVEMENT
Processes truly define organizations, but are often forgotten when seeking root causes to problems or managing more efficient and effective services. Improvements to existing processes—ranging from development review to utility billing—have the potential to decrease cycle time, increase quality and result in higher customer satisfaction. Sikich employs a customer-centric approach to process improvement by involving internal and external customers to understand and make meaningful improvements while continuing to meet their needs.

PUBLIC RELATIONS
Achieve a higher media profile, greater mindshare among your constituents and proper positioning in the marketplace with a thoughtful, research-based and integrated approach to public relations. From overall positioning to media relations, conveying the right stories to the right people is critical in an effective public relations program.

TECHNOLOGY: IT SERVICES
Staying ahead of, or even simply keeping up with, continually changing and complex technology developments can be challenging. Organizational management software, cloud solutions, strategic information technology and IT consulting can all drive your organization toward increased productivity—if implemented the right way.

TECHNOLOGY: SECURITY AND COMPLIANCE
Keeping your organization safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.
FEE PROPOSAL

PROPOSAL COST SUMMARY

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>April 30, 2024</th>
<th>April 30, 2025</th>
<th>April 30, 2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Audit Services</td>
<td>$35,850</td>
<td>$37,250</td>
<td>$34,480</td>
</tr>
<tr>
<td>TIF Compliance</td>
<td>2,750</td>
<td>2,850</td>
<td>2,950</td>
</tr>
<tr>
<td>Single Audit (if required)</td>
<td>3,300</td>
<td>3,400</td>
<td>3,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$41,900</strong></td>
<td><strong>43,500</strong></td>
<td><strong>40,930</strong></td>
</tr>
</tbody>
</table>

These fees assume that the City of Dixon will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances.

We invoice our clients on a monthly basis as services are provided. Payments for all services are due within 60 days of receipt of an invoice. Invoices not paid within 60 days are assessed a finance charge of 1 percent per month (12 percent annually).
EXHIBITS
We know you likely have many more questions for us. Take a look at the attached documents for additional information about our firm and those who will work with you.

ENGAGEMENT TEAM BIOGRAPHIES
- Lindsey Fish, CPA
- Anthony M. Cervini, CPA, CFE
- James R. Savio, CPA, MAS
- Sarah Montanari, CPA, MAS

SIKICH RESOURCES

STATE & LOCAL GOVERNMENT SERVICES

FIRM PROFILE

PEER REVIEW
LINDSEY FISH
CPA
Audit Partner

Lindsey Fish, CPA, is an audit partner at Sikich where she began her career in 2013. Lindsey provides assurance and advisory services to a variety of municipalities, counties, community colleges, park districts, school districts and other special districts. Lindsey is a member of the Illinois Government Finance Officers Association, serving as the Regional Coordinator for the Rock River Chapter, the Illinois Association of School Business Officials, and the Illinois Association of County Officials. She frequently speaks to these organizations on a variety of accounting, auditing and internal control topics.

SERVICE AREAS
- Governmental Audit & Accounting
- Governmental Financial Reporting

AFFILIATIONS
- Illinois CPA Society
- Illinois Government Finance Officers Association – Regional Coordinator for the Rock River Region Chapter
- Illinois Association of School Business Officials – Accounting, Auditing & Financial Reporting Professional Development Committee Member

EDUCATION
- Bachelor’s Degree in Accounting, Illinois State University

LOCATION:
NAPERVILLE OFFICE
1415 W. Diehl Rd,
Suite 400
Naperville, IL 60563

P: 815.282.5565
lindsey.fish@sikich.com

ACCOUNTING TECHNOLOGY ADVISORY
ANTHONY M. CERVINI
CPA, CFE
State & Local Government Audit Leader

Anthony M. Cervini, CPA, CFE, is the State & Local Government Audit Leader at Sikich. Anthony is responsible for providing technical services to Sikich’s governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management.

Anthony has participated in hundreds of audits of municipalities and other governmental entities since beginning his career with Sikich in 2005. He also has been responsible for serving as lead instructor for governmental accounting, auditing, financial reporting, cash management, and internal control courses internally and throughout the Midwest.

Anthony serves as a member of the Government Finance Officers Association (GFOA) Special Review Committee and is the current Chair of the Illinois CPA Society Government Report Review Committee. Anthony previously served as a budget reviewer for the GFOA Distinguished Budget Presentation Award.

SERVICE AREAS
- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS
- American Institute of Certified Public Accountants
- Illinois CPA Society Government Report Review Committee Chairperson (2021-present)
  GAAP Basis Reporting, Sub-Chair (2018-2020)
- Illinois Government Finance Officers Association
- Wisconsin Government Finance Officers Association
- GFOA Special Review Committee
- Naperville Area Humane Society, Treasurer (2010-2017)
- PrimeGlobal Managers’ Leadership Program (2015-2016)

EDUCATION
- Bachelor’s Degree in Accounting, The University of Iowa
- Master of Business Administration, Benedictine University

LOCATIONS:
NAPERVILLE OFFICE
1415 W. Diehl Rd.
Suite 400
Naperville, IL 60563

MILWAUKEE OFFICE
17335 Golf Parkway
Suite 500
Brookfield, WI 53045

ST. LOUIS OFFICE
12655 Olive Blvd.
Suite 200
St. Louis, MO 63141

P: 630.566.8674
F: 630.499.8668
anthony.cervini@sikich.com
JAMES R. SAVIO
CPA, MAS
Partner

James R. Savio, CPA, MAS, is responsible for providing technical services to Sikich’s governmental clients in all areas of governmental accounting, auditing, financial reporting, revenue and expenditure forecasting and cash and debt management. Jim has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1995. He has also been responsible in developing and serving as lead instructor for governmental accounting, auditing, financial reporting and cash management courses both internally and externally. Jim serves on the Illinois Government Finance Officers Association’s Technical Accounting Review Committee and the Illinois CPA Society Governmental Executive Committee. Jim also serves as a committee member for Sikich’s mentoring program and assists in the development and implementation of Sikich's new hire training program.

SERVICE AREAS
- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS
- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Executive Committee
- Illinois Government Finance Officers Association Technical Accounting Review Committee
- Greater Aurora Chamber of Commerce Leadership Academy, Class of 1998

EDUCATION
- Master of Accounting Sciences, Northern Illinois University
- Bachelor’s Degree in Accounting, Northern Illinois University

LOCATION:
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Naperville, IL 60563
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F: 630.499.6656
jim.savio@sikich.com
SARAH MONTANARI
CPA, MAS
Senior Audit Manager

Sarah Montanari, CPA, MAS, is a senior audit manager at Sikich and has experience auditing a variety of governmental entities, with a focus on cities and villages. She is responsible for performing key audit procedures and internal control evaluations, report preparation and the supervision of audit fieldwork teams.

SERVICE AREAS
- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS
- Illinois Government Finance Officers Association
- Illinois CPA Society

EDUCATION
- Bachelor’s Degree in Accountancy, University of Illinois, Urbana-Champaign
- Master of Accounting Science, University of Illinois, Urbana-Champaign

LOCATION:
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F: 630.566.8401
sarah.montanari@sikich.com
Government agencies experience increasing pressure to be more effective, efficient and transparent.

As a government leader, you know how important it is to find a professional services partner that can strategize, plan and implement solutions to meet the goals of your organization.

SERVICES SIKICH PROVIDES:
- Accounting, Audit, Assurance & Tax
- Business Valuation
- Fraud Services for Governments
- ERP & CRM Software
- Human Capital Management & Payroll
- Insurance Services
- IT Services
- Marketing & Communications
- Pension Fund Accounting & Consulting Services
- Retirement Planning

Whether you represent a general purpose local government or special district, Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

Experience unparalleled commitment and high-quality, timely services when you partner with the experts at Sikich. For more than 30 years, we have provided:
- A highly skilled staff and management team entirely dedicated to government services
- An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- Timely and cost-effective service delivery

WHO WE SERVE:
Our government clients represent a wide range of industry sectors including:
- Counties
- Cities
- Villages
- Townships
- Other Special Districts
- Pension Plans
- Park Districts
- Forest Preserve Districts
- Public Libraries
- Community Colleges
- School Districts
- Water Authorities
- Water Reclamation Districts
- State Departments & Agencies
OUR EXPERTS

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ABOUT SIKICH

Sikich LLP is a global company specializing in technology-enabled professional services. Now with more than 1,500 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.
Sikich LLP is a global company specializing in technology-enabled professional services. Now, with more than 1,700 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

INDUSTRIES
Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

- AGRICULTURE
- AUTOMOTIVE
- CONSTRUCTION & REAL ESTATE
- DISTRIBUTION & SUPPLY CHAIN
- GOVERNMENT
- HIGH-TECH
- LIFE SCIENCES
- MANUFACTURING
- NOT-FOR-PROFIT
- PRIVATE EQUITY
- PROFESSIONAL SERVICES

SPECIALIZED SERVICES
ACCOUNTING, AUDIT, TAX & CONSULTING SERVICES
- Outsourced Accounting
- Audit & Assurance
- Consulting Services
- Employee Benefit Plan Audits
- International Tax
- Tax

TECHNOLOGY
- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Cybersecurity & Compliance
- Digital Transformation Consulting

ADVISORY
- Forensic & Valuation Services
- Governance, Risk & Compliance Services
- Human Capital Management & Payroll Consulting
- Insurance Services
- Investment Banking*
- Marketing & Communications
- Retirement Plan Services
- Regulatory, Quality & Compliance
- Site Selection & Business Incentives
- Succession Planning
- Supply Chain
- Transaction Advisory Services
- Wealth Management**
- Workforce Risk Management

WHO WE ARE
TOTAL PARTNERS ........................................100+
TOTAL PERSONNEL .......................................1,700+
2022 REVENUE ............................................$316.4M

OFFICE LOCATIONS
Ahmedabad, GJ
Alexandria, VA
703.836.1350
703.836.6701
Bangalore, KA
Boston, MA
508.485.5588
Chattanooga, TN
423.954.3007
Chicago, IL
312.648.6666
Cleveland, OH
440.238.0445
Coimbatore, TN
Decatur, IL
217.423.6000
Indianapolis, IN
317.842.4466
Los Angeles, CA
877.279.1500
Sacramento, CA
925.577.5144
Milwaukee, WI
262.754.9400
Naperville, IL
630.566.8400
Peoria, IL
309.694.4251
Princeton, NJ
609.285.5000
Richfield, OH
330.864.6661
Springfield, IL
217.793.3363
St. Louis, MO
314.275.7277
Washington, MO
636.239.4785

* Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC.
** Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

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CULTURE
Our dynamic work culture fosters learning, growth and innovation, attracting top-notch team members who see the big picture. Sikich’s culture is built on a flexible, trusting work environment and the key pillars of Absolute Integrity, Bias for Action, Continuous Innovation and Servant Leadership. We believe our people are our greatest asset and work hard to ensure that all team members feel empowered, comfortable and valued.

CERTIFICATIONS & AWARDS
All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the American Institute of Certified Public Accountants’ Governmental Audit Quality Center and the Employee Benefit Plan Audit Quality Center.

We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. In 2020, Sikich received its 11th consecutive unmodified (“pass”) peer review report, the highest level of recognition conferred upon a public accounting firm for its quality control systems.

Sikich ranks among the top 30 firms nationally on the Accounting Today Top 100 Firms list.

Sikich is among the 50 firms that place on Inside Public Accounting’s 2023 Best of the Best Firms, an exclusive list that ranks organizations on key areas of management, growth and strategic vision.

Sikich is a Microsoft Dynamics’ 2023/2024 Inner Circle award recipient, a recognition that places Sikich in the top 1% of all Microsoft Business Applications partners globally.

We also maintain the Oracle NetSuite 5 Star Award and are among the top three U.S. partners of Oracle NetSuite.

Sikich ranks on the Redmond Channel Partner Magazine’s top 350 Microsoft partners in the U.S. CRN’s Top 500 Managed Service Providers, CRN’s Top 500 Solution Providers and Channel Futures’ MSP 501.

NET PROMOTER SCORE
The firm’s overall Net Promoter Score (NPS) is 87%
This is a measure of our clients’ willingness to recommend Sikich’s services and products. An NPS of 50% is considered excellent, and 70% NPS is considered world-class.
Report on the Firm's System of Quality Control

August 30, 2023

To the Partners of Sikich LLP
and the Peer Review Alliance Report Acceptance Committee

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at http://www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included (engagements performed under Government Audit Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements]).
As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Sikich LLP has received a peer review rating of pass.

ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants
Proposal for auditing services

Increasing efficiencies and strengthening your organization

For City of Dixon, Illinois

January 17, 2024

Wipfli LLP
403 East 3rd Street
Sterling, IL 61081
Phone: 815-626-1277
Fax: 815-399-7644
mschueler@wipfli.com
January 17, 2024

Ms. Becky Leslie, Finance Director
City of Dixon
121 West 2nd Street
Dixon, IL 61021

Hello Ms. Leslie:

From your mission comes your strength and your vision for how to bring positive change to the world. It's how you make a difference. Anyone you form a relationship with — from citizens to community leaders— needs to align with your mission, and that includes the firm you choose to meet your audit needs.

You want this firm to be an extension of your team, one you can turn to with questions and for best practices, and not someone who will just do the work and get back to you when it's convenient for them. Communication, responsiveness and a willingness to share — that's what's important in any relationship.

Work with people who are just as passionate about your mission as you are. With Wipfli, your success is our success. Like other auditing firms, we examine records and make recommendations. But more importantly, we help you fix what we find — strengthening your internal controls, improving your operating efficiency and putting in place the opportunities we find to help you grow.

In this proposal, you'll learn about our long history of working with governmental agencies, the skills and experience we bring to the table and why we're best suited to meet your organization's needs. And as you make your final decision, we'd like to keep the lines of communication open. We welcome feedback from you on this proposal and ask that you call me at 815-626-1277 to discuss any concerns, observations or questions with us before making your final decision.

We welcome the opportunity to not only meet your audit needs but also help you further your mission.

Sincerely,

Matthew Schueler, Partner

Wipfli LLP
Understanding your needs

Your Current Challenges and Opportunities

Governments look for an independent audit for different reasons — so they can continue receiving federal, state or local funding, because their elected officials and management are committed to financial transparency or because their annual budget is large enough to need one. But the truth is, your audit is not so much about what's driving you as it is about what you can accomplish with it.

Understanding the challenges you're facing and the opportunities you're pursuing is the key to a well-rounded audit that you can use to do more than satisfy compliance.

Your ideal solution:

To help you meet your needs, you're looking for a firm that:

- Provides you with a team whose members know the opportunities and issues relevant to your organization.
- Shares best practices used by similar governmental organizations, so you are in the best position to fulfill your mission.
- Meets your timelines.
- Offers high-quality, value-added services — including technology consulting and support — delivered by an experienced, specialized team.
- Delivers strategy and pricing that match the value you're seeking.

Specifically, based on our meeting with you and review of your Request for Proposal, you identified key considerations that will play a major role in the selection process. Considering these key needs, your organization can benefit from the following solutions:
Utilize a qualified CPA firm that has knowledge and experience in servicing governmental organizations like yours, including providing solutions beyond traditional audit compliance.

In a defined specialty area of client services, Wipfli has a significant client base in governmental organizations, including counties, cities, school districts, technical colleges, cooperative education service areas, and other governmental entities. We work closely with your management to address ways to improve operating and staff efficiency, help develop new policies and procedures and discuss new accounting pronouncements and their impact on your organization.

Work closely with your Wipfli team to address ways to improve your operating and staff efficiency, develop new policies and procedures to further streamline your organization and discuss what new accounting procedures would best benefit your organization, as well as what the exact impact of those changes looks like.

Establish a close relationship with a team of service providers that support open communication, work to understand your organization and foster a high level of trust, assurance and collaboration.

Building and maintaining long-term relationships is important to any governmental entity. You could say it's the key to not only surviving but also thriving. Your professional service providers should be accessible, collaborative and responsive. It's important for your organization to be able to meet your challenges from top to bottom and to be able to collaborate and communicate with your chosen partner in order to exchange the necessary ideas, experience and best practices to solve those challenges. Above all, you value competence and efficiency and seek a straight-forward and clear approach to the issues.

Work with a firm that brings a positive energy to the table and is client-focused, accessible, responsive and proactive. The Wipfli team is always looking for improvement opportunities (including operating efficiencies and general business enhancements), willing to share best practices and able to find whatever information is necessary to keep an engagement moving forward to success. Whatever you need — from custom solutions to after-hours communication — you can get with Wipfli.

Complete your audit within the specified time frame by engaging a firm with the resources to meet your deadlines — and the sensitivity to understand the importance of them.

Meeting your deadlines helps you satisfy not only your internal goals but also the needs of government agencies, funding sources and your community. Furthermore, presenting the results of your engagement, such as an audit, in time for important meetings is crucial to being able to make strategic decisions and respond to new insights.
Being able to meet sensitive and extremely important deadlines means choosing the right firm—one with the resources, experience, knowledge and capabilities to complete your engagement on time and to the highest standard. An effective communication process and level of accessibility is also key. Leverage Wipfli as your most effective resource that brings all these qualities and abilities to the table in order to help ensure you get exactly where you need to be, when you need to be there.

**Gain competitive pricing for the value you receive, along with a "no surprise" fee environment.**

The value of outstanding service, rapid response and respect for your resources cannot be understated. When you work with Wipfli, you work with a firm whose fees for professional services are, and will always be, clearly communicated to you. Also management approval is always obtained before our team begins any new work that could lead to additional charges unrelated to the basic services addressed in this proposal.

If our fee estimates are not consistent with your expectations based on historical amounts or competitive bids from other professionals, we appreciate the opportunity to discuss with you what went into determining our fee estimates, with the objective of modifying these fee estimates where appropriate. (Proposed fees for this engagement are included in the “Your Investment” section of this proposal.) Your organization’s mission is important, and we hope to be your trusted advisor who brings key experience and innovative solutions to help you reach your goals.
Scope of work

For our firm, understanding your challenges and overall goals comes from listening, asking questions and putting together unique solutions that fit your needs. Based on our current understanding of these needs, Wipfli is prepared to deliver the following:

- Audit financial statements for your fiscal year ending April 30, 2024, 2025 and 2026.
- Preparation of the financial statements and required footnotes in compliance with all applicable GASB statements.
- Preparation of the Data Collection Form (SF-SAC) and completion of the auditor portion for your fiscal years ending April 30, 2024, 2025 and 2026, if applicable.
- Preparation of the Schedule of Expenditures of Federal Awards (SEFA) and all applicable review of internal controls and compliance over major federal programs required by the Uniform Guidance, if applicable.
- Presentation of the audit report to the City Council, as requested.

Summary of reports to be issued

The following reports or types of opinions to be included in the audit engagement are:

- Independent Auditors’ Report expressing an opinion on the fair presentation of basic financial statements, in conformity with the accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.
- An “in relation to” report on any supplemental financial information presented.
- In the required report(s) on internal controls, if applicable, we will communicate any control deficiencies, significant deficiencies, or material weaknesses found during the audit.
- A separate Management Letter including all control deficiencies, significant deficiencies, and material weaknesses, including status of prior year findings and management’s responses to each comment.
- Preparation of the Annual Financial Report to be submitted to the State of Illinois comptroller’s Office.
Governmental specialty

When you choose Wipfli, you choose a firm that not only specializes in governmental organizations but also brings the same passion to furthering your mission that you do.

As a firm, we've provided governmental audit services for more than 90 years. This wealth of experience has allowed us to provide services to a variety of different governmental entities including townships, municipalities, villages, cities, counties and school districts.

Wipfli's specialized knowledge and experience with state and local government assignments encompasses a range of engagements such as:

1) Financial statement audits under Government Auditing Standards
2) Compliance audits under OMB Title 2 CFR Part 200
3) Operation audits
4) Internal control studies
We have also provided financial management training and program eligibility audits. These engagements have given us the opportunity to learn a variety of state and local government accounting systems, which span the spectrum from manual accounting systems to the largest computerized systems.

At Wipfli, we understand the appropriate General Accounting Office and other pronouncements regarding the audits of grants and related publications. In order to maintain our position as a leader in governmental programs, we are committed to ongoing education for our professionals in this highly technical practice area so we can serve as both technical advisers and providers of quality services.

Our dedicated governmental professionals must meet the continuing education requirements of the Government Auditing Standards. Plus, they are encouraged to gain a broad range of experience in government entities. We believe this provides our professionals with a better understanding of how governments work and how they are interrelated.

In addition, Wipfli is a member of the American Institute of Certified Public Accountants’ (AICPA) Governmental Audit Quality Center (the “Center”) for CPA firms. The Center is a national community of CPA firms that demonstrates a commitment to governmental audit quality and raises awareness of the importance of governmental audits. The Center provides members with best practices, guidelines, and tools CPAs need to perform quality governmental audits and better serve their clients.

Members of the Center show their commitment by adhering to the Center’s membership requirements, including designating a partner responsible for the quality of our governmental audit practice, establishing quality control programs, performing annual internal inspection procedure, and making the firm’s peer review report findings publicly available.

Our auditors are also involved with various state CPA societies’ government-related committees. Service on those committees has included leading the committee, developing model financial statements, and being discussion leaders at state-sponsored seminars.

**Our prior experience providing audit services to similar government organizations**

Our commitment to governmental organizations means when you work with Wipfli, you work with professionals who have a full understanding of the nature of your work. We are equipped to navigate the challenges you face, including:

- Managing growing and changing regulation
- Leveraging technology
- Performing strategic and business planning

Because our professionals have the knowledge to address these specific issues, we can communicate more valuable ideas and information to your organization, helping you improve efficiency and effectiveness. As your auditor, we work with you to bring ideas to the table and provide ongoing dialogue of value-added observations and recommendations throughout the year.
Some examples of value-added services we have performed include information technology consulting (e.g., CIO services, systems implementation and integration, and cybersecurity assessments), process improvement and enterprise risk management projects.

Below is a sample of our local area clients that our governmental team members have provided professional services to:

- City of Genesee
- City of Monmouth
- City of Princeton
- City of Oregon
- Village of Bedford Park
- Lee County

Please see the appendix for client references.

Our prior experience providing additional services to similar government organizations

Governmental entities also face countless regulatory requirements and other unique industry challenges. Working with a firm that has a full understanding of these challenges — and the solutions that meet them — helps ensure your needs are met the right way, the first time around. From technology upgrades to staff training, our specialized consultants provide more than just audit.
Benefit from highly personalized governmental services that focus on lowering your costs and streamlining your operations, while satisfying regulatory requirements.

**Governmental service offerings**

- Audit
- Technology consulting
- Training
- Cybersecurity
- IT managed services
- Accounting system implementations
- Outsourcing
- Organizational performance
- CIO advisory
- My Wipfli nonprofit and government membership

**Your top challenges**

Even outside of audit, you're in good hands with Wipfli. Our commitment to governmental entities is driven by continuous improvement. In our discussions and interactions with governmental clients we learned about their top challenges and discovered there is a huge range of critical challenges.

![2020 challenges for governmental entities](chart.png)

To help ensure your organization's long-term success, you need outside help that takes all factors into account when developing audit procedures and providing audit recommendations. Well-rounded services help you improve your own efficiency and reach your goals.
Solving the challenges you face means getting access to a skilled team — trusted advocates who listen to your concerns and provide the support, advice and strategies you need to succeed. Meet your project leaders:

Matthew J. Schueler, CPA
Partner

Matt Schueler is a partner in Wipfli LLP’s nonprofit and government practice. His primary focus is on audit services working closely with members of management to improve their overall operations. Working closely with members of management to improve their overall operations, Matt provides value to his clients by ensuring that services are performed efficiently, effectively, and in a timely manner. Matt received his bachelor of science degree in accountancy from Northern Illinois University.

Governmental CPE includes:
- GFOA Governmental GAAP Update
- In-house Governmental Updates
Josh Faivre, CPA  
Senior Manager, Audit

Josh is a manager in Wipfli LLP's nonprofit and government practice. With more than three years of experience in the industry as an auditor, he enjoys working with clients to ensure they receive exceptional value for all services provided. Specializing in the audits of counties, cities, villages, school districts and community colleges, Josh is always eager to help clients identify areas they can streamline for improvement to maximize their success. Josh received a Bachelor of arts degree in accountancy from St. Ambrose University, as well as a master's degree in accountancy from St. Ambrose University. He is a member of the American Institute of Certified Public Accountants. Josh is located in our Sterling, Illinois office.

Governmental CPE includes:
- GFOA Governmental GAAP Update
- In-house Governmental Updates

Hope Friday, CPA  
Manager

Hope is a manager in Wipfli's government practice. She has experience auditing governmental clients. She takes pride in providing clients with a positive and value added experience. Hope earned her Bachelor of Science in Accountancy from Northern Illinois University and her Master of Accounting Science from Northern Illinois University. She joined Wipfli in September 2020 and is a licensed Certified Public Accountant in Illinois. Hope is located in our Sterling Illinois office.

Governmental CPE includes:
- GFOA Governmental GAAP Update
- In-house Governmental Updates
**Positioned to better serve you**

You're looking for the ideal firm — one that provides the close, personal touch and communication of a regional firm along with the extensive resources and specialized knowledge of a large, national firm.

At Wipfli, we pride ourselves on delivering that close level of attention and responsiveness, alongside a wide breadth of capabilities. Whether it's navigating new regulations or implementing technology that can make a true difference to your organization — this means we can grow with you.

<table>
<thead>
<tr>
<th>Local CPA firm</th>
<th>Top 10 global CPA firm</th>
<th>WIPFLI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provides mostly compliance services to small organizations.</td>
<td>Attempts to be the provider of all services to all organizations.</td>
<td>Specializes and is extremely experienced in serving specific industries with specific services.</td>
</tr>
<tr>
<td>Growth is limited by resource constraints and capacity.</td>
<td>Grows primarily via mergers and acquisitions.</td>
<td>Grows both organically and through strategic acquisitions to strengthen capabilities in existing markets and grow into new markets</td>
</tr>
<tr>
<td>Client base is concentrated on local businesses.</td>
<td>Targets large, publicly held companies.</td>
<td>Concentrates on small- to mid-sized organizations, both regionally and nationally.</td>
</tr>
<tr>
<td>Local CPA firm</td>
<td>Top 10 global CPA firm</td>
<td>WIPFLI</td>
</tr>
<tr>
<td>----------------</td>
<td>------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Resources are concentrated locally and limited in scope. Small offices are restricted to a single region.</td>
<td>Has many resources and offices spread throughout the U.S. and the world.</td>
<td>Has 40+ locations across the U.S., with two specialized offices in India and one in the Philippines.</td>
</tr>
<tr>
<td>Partners are autonomous and actively involved in the hands-on work, but they lack the time and resources to perform a larger variety of work outside of tax.</td>
<td>Partners don't have much autonomy, and control is centralized in order to manage the firm's scale.</td>
<td>Is centrally located, with easy access to regional markets and clients.</td>
</tr>
<tr>
<td>Focused on providing historical analysis of financial information.</td>
<td>Thought leaders drive conversations but are not involved in the actual work and implementation.</td>
<td>Maintains an entrepreneurial environment where partners have the flexibility to meet client needs.</td>
</tr>
<tr>
<td>Prices engagements by time and material.</td>
<td>Premium price points that only fit larger budgets.</td>
<td>Focuses on helping clients with compliance and enabling improved decision-making.</td>
</tr>
<tr>
<td>Provides multiple solution package options at prices our clients can afford.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Client satisfaction

It’s one thing to say client satisfaction is important — it’s quite another to measure it. Our annual client experience (CX) index shows how our clients feel about the service and solutions they receive. Your feedback — and satisfaction — is critical to our firm.

In 2023 Wipfli’s received a CX score of 84%. Clients rated us highest for:

- Shows respect for our relationship.
- Is flexible and easy to work with.
- Treats me as a valid client.

Commitment to the community

Like you, we’re passionate about making a difference. On our annual Community Day, we close every office across the U.S. so that hundreds of our associates and partners can volunteer in their communities. Our annual impact is over 5,400 hours of service to dozens of communities.

Diversity, equity and inclusion

Wipfli has made a long-term commitment to diversity, equity and inclusion. We are working to cultivate a trusting environment where all ideas are welcomed, and employees feel comfortable and empowered to have discussions about diversity and inclusion. We recognize that we have a way to go, but we have begun and are committed to the journey. Wipfli may not be the most diverse firm in terms of demographic background, nor is the industry we represent, but we are making greater efforts to attract and retain individuals from diverse demographic backgrounds, because we recognize the value it brings our firm and the clients we serve.

With each and every engagement, we strive to align the best talent at the firm to meet our client’s needs. In some situations, this may result in a demographically diverse team, in others it may not. But we don’t necessarily align teams specifically to be diverse, or not, but rather to build the best team to create lasting, positive impact for our clients.
Commitment to women's advancement

Did you know Wipfli was the first CPA firm in Wisconsin to have a woman partner? We have long demonstrated a strong commitment to women in the workplace. Today, the majority of our managers and senior managers are women, and each of our offices has a Women's Impact Network program to support the recruitment and advancement of women at Wipfli.

Quality control and assurance

Our professionals must meet rigorous standards. Only graduates with high academic achievement and who exhibit qualities of leadership and exceptional communication skills, are considered for employment at Wipfli.

Wipfli is committed to training our professionals. To accomplish this, we maintain a continuing education program for our entire staff. We provide at least 120 hours of continuing professional education every three years to all our professional staff. Professionals who perform audits in accordance with Government Auditing Standards meet the annual education requirements in governmental continuing education.

In addition, the firm complies with the Yellow Book independence standards. Our professionals regularly attend in-house education programs as well as programs conducted by the AICPA and a variety of professional organizations.

Because Wipfli operates in a highly competitive environment, it's important to set and achieve the highest standards of quality. We believe this is good business. It helps ensure we have satisfied clients, and it gives us a positive basis for differentiating Wipfli from other firms. The effectiveness of our internal quality control program and procedures are independently evaluated every three years through our participation in the peer review program.

Our in-house inspection program covers all of our firm locations and encompasses all elements of quality control. In addition to our inspection program, our quality control review procedures provide for partner concurring reviews of selected engagements before issuance of the financial statements, post-issuance of selected financial statements and obtaining independence statements from all of our personnel twice a year.

No disciplinary action has been taken against Wipfli LLP, or any member of our firm by the State Board of the AICPA or any other regulatory agency.

Use of technology

At Wipfli, we make significant use of technology as part of our audit process. We prefer workpapers in an electronic format whenever possible. To enable a more efficient audit, we use a number of different computer software packages. The specific software that will be used during your engagement is as follows:
- **CaseWare Working Papers**: Paperless audit document management system.
- **CaseView for Windows**: Software that allows us to tailor audit programs based on the specific client situation.
- **Microsoft Excel and Word**: Used to generate spreadsheets and memos, etc., for electronic storage.
- **Adobe Acrobat**: Used to scan client documentation into CaseWare for electronic storage.

**Working papers retention and access**

Upon request, Wipfli will provide a copy of the workpapers pertaining to any questioned costs determined in the audit. The workpapers must be concise and provide the basis for the questioned costs as well as an analysis of the problem. The workpapers will be retained for at least three years from the end of the audit period and will be available for examination by authorized representatives of the cognizant federal or state audit agency, the GAO, and the City.

**ShareFile client portal**

Historically, audits have required an audit team to perform a majority of the audit on-site at the client's office. However, advancements in technology have enabled us to streamline the audit process and empower greater collaboration between you and our firm. Wipfli has invested extensively in software and hardware to make these benefits possible.

To manage data remotely, Wipfli uses Microsoft ShareFile a secure site for you to upload your data. Files are kept secure during transfer with SSL/TLS encryption protocols. In the cloud, storage of your files is kept safe using AES 256-bit encryption.

As part of our audit process, we send you a detailed request for data and an upload timeline for your staff. This timeline lets both organizations know what needs to happen for the audit to be completed on time. By creating an efficient flow of data between both parties, ShareFile makes it easy to share information needed for the audit.

Once we receive the data, we begin the audit process in our office. This results in decreased travel costs and also allows your employees to save your valuable time for when we do come on-site.

Prior to the on-site visit, we take the data you provide and do an initial analysis using IDEA, a data-analysis program, to identify specific audit risks. This further allows us to tailor our audit approach to allow for a more streamlined and efficient audit.
After completing the planning stage, an on-site or remote Wipfli team (whichever you prefer) will conduct the audit.

Overall, Wipfli's audit process helps substantially cut down on the amount of time and interface required to complete our audit. It also allows us to spend more time adding value by making suggestions that will improve your accounting systems or detect costly errors that may be causing your system to produce inaccurate information.

**Independence**

Wipfli is independent of City as defined by auditing standards generally accepted in the United States and the U.S. General Accounting Office's Government Auditing Standards. Our firm annually obtains certifications from the professional staff regarding independence concerns with any clients. Wipfli does not have any professional relationships involving City or any of its agencies or component units. If an independence issue would surface during the contract period, it will be promptly discussed with you.

**License to practice**

Wipfli is a certified public accounting firm licensed to practice in the State of Illinois. Wipfli and key professional staff are properly licensed to practice in Illinois and have active licenses in good standing. Evidence of licensure is available upon request.

It's the policy of our firm that all professional personnel be familiar with and adhere to the independence, integrity and objectivity rules, regulations, interpretations and rulings of the AICPA, the Illinois CPA Society, state statutes, and other regulatory agencies as applicable.

In order to maintain this level of quality and fulfill the trust our clients place in us, Wipfli provides ongoing training to all associates. This training is also provided to all new hires as they begin their service with the firm. Wipfli also conducts an independent, in-house inspection of a sample of assurance engagements for each partner to make sure that the firm's quality control standards are being met. In addition, we update our quality control document whenever new auditing requirements are enacted.

Wipfli uses three distinct levels of review on every engagement to ensure different perspectives are considered and addressed. Resolution of any potential disputes regarding accounting, auditing, and financial reporting issues are ultimately resolved under the direction of the firm's partner of assurance services, who has the final approval on disposition of these issues. Engagement partners are not able to issue reports without the requisite levels of quality control review.
Minority-owned business

Wipfli does not qualify as a small business firm as defined by the Small Business Administration (13 CFR 121.201) because our annual receipts for the last three fiscal years total more than $20,500,000. We do not meet the definition of a minority or women business enterprise (51% ownership). We are, however, above the AICPA's average for female to male partner ratios compared with other firms.

Conflict of interest

We are not aware of any potential conflicts of interest.
While the process of conducting an audit can be very similar from accounting firm to accounting firm, the Wipfli difference includes the value you receive from our audit process.

Our audit services approach is designed to deliver you with timely, cost-effective, high-quality professional services. It centers around service excellence, communication and our continuing quest to be on the leading edge of industry changes.

Right from the start of the audit engagement, you can expect Wipfli to understand your industry and provide skilled assistance. Our well-planned approach ensures an efficient and effective audit experience.

**Fees**

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual audit</td>
<td>$48,000</td>
<td>$50,550</td>
<td>$53,225</td>
</tr>
</tbody>
</table>

If applicable, the fee for the City to have an audit conducted following the Uniform Guidance (Single Audit). This fee is the cost for one program tested.

| Single audit               | $5,000 | $5,100 | $5,000 |

**Assumptions**

The quote above is based on the following assumptions:

- City will be cooperative participants in the process and will effectively communicate with the auditors.
• Our fee includes testing for a similar number of major federal and state programs as the most recently completed audit. Additional major programs will require necessary fee adjustments.

• City staff will perform a comprehensive financial close process, and there will be minimal adjusting of journal entries.

• City staff will prepare financial statements, including footnotes.

• Requested information will be provided on a timely basis.

• There will be no significant changes in the operation of City. There will be no significant new accounting or audit requirement that will impact City.

• City will assist in the preparation, communication and resolution of confirmation exceptions.

**Out-of-pocket expenses**

The cost of bound reports is included in expenses.

**Cost overruns**

We work closely with your management team to contain the cost of professional services. We do this by:

• Making recommendations to improve efficiency and controls.

• Obtaining a comprehensive understanding of your year-end closing process. This avoids misunderstandings and inefficiencies for both your personnel and ours.

• Preparing a comprehensive listing of client-prepared workpapers.

• Using technology efficiently in workpaper preparation and audit testing.

We will work with City’s staff to agree on required schedules, informational needs and due dates. Any fee adjustments required if assumptions are not met will be discussed and agreed to by City and Wipfli before additional work is performed.

**Going forward**

The information contained in this proposal document is for discussion purposes only and does not constitute a binding contract between you or your organization and Wipfli. If the services and information above are acceptable and you wish to proceed, we will prepare a formal engagement letter for you to sign, which will address the specific scope, responsibilities, and criteria relative to our engagement. The engagement letter will constitute the entirety of the terms and conditions of our arrangement.
Engagement roadmap

Transitioning to a new auditor

For many organizations, the transition to a new auditor can be stressful. But your transition can be a smooth one — and that’s our main goal.

The Wipfli team meets with you in advance to develop our audit strategy and choose an approach that tackles the risks we discover. We also work with your previous auditors to examine prior-year working papers so that we can understand their audit approach and the timing of their procedures. This helps us determine if any additional procedures are performed on opening balances of your financial statements.

Overall, by aligning our organizations and setting expectations, we can move forward with an approach that meets your needs with minimal disruption.

Transition management

1. Align both organizations
   - Procedures
   - Personalities
   - Strategy

2. Set expectations
   - Specific needs and special circumstances
   - Timing and communication
   - Deliverables

3. Move ahead
   - Holistic approach
   - Collaboration and trust
   - Day-to-day relationships
Engagement timetable

Below you’ll find the estimated timetable for each step of the engagement. The schedule is planned around your specific requirements and to meet your deadlines, but it can be adjusted based on input from the audit committee or finance team.

<table>
<thead>
<tr>
<th>Engagement steps</th>
<th>April</th>
<th>July</th>
<th>August</th>
<th>September</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audit strategy</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Year-end fieldwork</td>
<td></td>
<td>X</td>
<td>X</td>
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<tr>
<td>Reporting and wrap-up</td>
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</table>

Specific audit approach

In order to meet your needs, Wipfli uses the four-step audit approach below.

Step 1: Audit strategy
We develop a comprehensive audit strategy that covers the following:

- Comprehensive understanding of the entity and its environment
  - Our knowledge of the government industry gives us an excellent background to efficiently update our understanding after discussions with management. Our discussions include areas of concern that management has, as well as changes in operations and funding.

- Assessment of risk of misstatement
  - We review the nature of prior audit adjustments, management letter recommendations, and our initial assessment of the effectiveness of controls to assess financial statement and other risks.

Step 2: Planning
During the preliminary phase of the audit, we request a meeting with the management team to ensure we have a clear understanding of their preferred style of communication and their expectations of Wipfli as City’s independent auditors.

The Wipfli audit team also discusses with management recent activities that impact financial accounting and reporting. We want to identify any significant accounting issues and develop with management an approach to resolve them early on. We also want to work closely with management to ensure the year-end financial close process proceeds smoothly and on time. During the planning phase, we discuss the timing for the interim
work, audit fieldwork, and the schedules, as well as the records to be provided by City's staff. We will also perform initial risk assessments.

**Step 3: Year-end fieldwork**
Year-end fieldwork encompasses numerous procedures including testing of account balances, review of minutes, grant analysis, and review of financial statement supporting documents. Certain audit procedures we perform each year will vary, and some will be unpredictable.

**Step 4: Reporting and wrap-up**
After completing fieldwork, we conduct an exit conference with appropriate personnel to discuss all significant issues. We submit one draft copy of the audited report to City.

**Further audit approach**
We use analytical procedures mainly for revenues and expenses where good cause-and-effect relationships exist. We utilize analytical procedures in the planning phase as well as the wrap-up phases of the audit. These procedures are used to identify balances that fall outside of our expectations based on the specific circumstances at City during the year being audited. We also use a software for data extraction where analytical procedures can be performed.

The sample sizes used during the engagement are typically in the range of 25 to 60 items. The actual sample size used will be determined by taking a number of variables into consideration. These variables typically include the size of the population, results of internal control testing, and the attribute(s) being tested. We typically use non-statistical sampling rather than statistical sampling.

Our audit engagement uses a number of different computer software packages. The specific software that will be used during the performance of your engagement is as follows:

- **CaseWare Working Papers**: Paperless audit document management system.
- **CaseView for Windows**: Software that allows us to tailor audit programs based on the specific client situation.
- **Microsoft Excel and Word**: Used to generate spreadsheets and memos, etc., for electronic storage.
- **Adobe Acrobat**: Used to scan client documentation into CaseWare for electronic storage.
- **Citrix Files/ShareFile**: Secure uploading system to transmit information between Wipfli and City.
Client references

City of Geneseo
115 S Oakwood Avenue
Geneseo, IL 61254

Contact: Jamie Mattews
Telephone: 309-944-6419
Scope of Work: Audit
Engagement Partner: Matt Schueler

City of Monmouth
100 East Broadway
Monmouth, IL 61462

Contact: Lew Steinbrecher
Telephone: 309-734-2141
Scope of Work: Audit
Engagement Partner: Matt Schueler

City of Princeton
2 South Main Street
Princeton, IL 61356

Contact: Theresa Wittenauer
Telephone: 815-875-2631
Scope of Work: Audit
Engagement Partner: Matt Schueler

City of Oregon
115 North 3rd Street
Oregon, IL 61061

Contact: Cheryl Hilton
Telephone: 815-732-6321
Scope of Work: Audit
Engagement Partner: Matt Schueler

Village of Bedford Park
6701 S Archer Road
Bedford Park, IL 60501

Contact: Marilyn Curnutte
Telephone: 708-458-2067
Scope of Work: Audit
Engagement Partner: Sara McKenna

City of Dixon and Wipfli LLP
Report on the Firm's System of Quality Control

To the Partners of Wipfli, LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Wipfli, LLP (the firm), applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.
Opinion

In our opinion, the system of quality control for the accounting and auditing practice applicable to engagements not subject to PCAOB permanent inspection of Wipfli, LLP in effect for the year ended June 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Wipfli, LLP has received a peer review rating of pass.

Wipfli and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.
November 18, 2022
San Antonio, Texas

City of Dixon and Wipfli LLP
December 20, 2022

Kurt Gresens
Wipfli LLP
10000 W Innovation Dr Ste 250-260
Milwaukee, WI 53226-4837

Dear Kurt Gresens:

It is my pleasure to notify you that on December 15, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Michael Wagner
Chair, National PRC
+1.919.402.4502
cc: Brett Siegfried, Stephanie Cavadeaas
Firm Number: 900010077210 Review Number: 596649
Certifications

On behalf of the Offeror:

1. The individual signing certifies that he or she is authorized to contract on behalf of the Offeror.

2. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.

3. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.

4. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.

5. The individual signing certifies that there has been no attempt by the Offeror to discourage any potential Offeror from submitting a proposal.

6. The individual signing certifies that the Offeror is a properly licensed certified public accountant.

7. The individual signing certifies that the Offeror meets the independence standards of the Government Auditing Standards.

8. The individual signing certifies that he/she is aware of and will comply with the GAO Continuing Education Requirement of 80 hours of continuing education every two years and that 24 hours of the 80 hours of education will be in subjects directly related to the government environment and to government auditing for individuals.

9. The individual signing certifies that he/she is aware of and will comply with the GAO requirement of an external quality control (peer) review at least once every three years.

10. The individual signing certifies that he/she has read and understands the following publications relative to the proposed audits:

   - Government Auditing Standards (Yellow Book)
   - 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
   - Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974

11. The individual signing certifies that he/she has read and understands all the information in this Request for Proposal, including the information on the programs/grants/contracts to be audited.

City of Dixon and Wipfli LLP
12. The individual signing certifies that the Offeror, and any individuals to be assigned to the audits, does not have a record of substandard audit work and has not been debarred or suspended from doing work with any federal, state, or local government. (If the Offeror or any individual to be assigned to the audits has been found in violation of any state or AICPA professional standards, this information must be disclosed.)

Dated this 17th day of January, 2024

Wipfli LLP
(Name of Offeror's Firm)

Matthew J Schueler
(Signature of Offeror's Representative)

Matthew J. Schueler
(Printed Name and Title of Individual Sign)
COUNCIL ACTION FORM

Date: 02/20/2024
Presented By: Leslie

Subject: Donation to SVCC Impact program  Agenda Item: 15c

Description:
$25,000 was budgeted in FY24 for the SVCC Impact Program. They have completed all the requirements of the Donation Policy.

FINANCIAL

Is this a budgeted item? YES ☑️  NO ☐

Line Item #: 64-170-5810  Title: Donation Expense

Amount Budgeted: 25,000

Actual Cost: 25,000

Under/Over: 

Funding Sources:
Capital Development Fund

Departments:

Is this item in the CIP? YES ☐  NO ☑️  CIP Project Number:
COUNCIL ACTION FORM

Any previous Council actions:

Action
Approved FY24 Budget

Date
April 2023

Recommendation:

Approve the motion

Required Action

ORDINANCE [ ] RESOLUTION [ ] MOTION [X] NO ACTION REQUIRED [ ]

Additional Comments:

MOTION BY: ___________________________ SECONDED BY: ___________________________

MOVE TO approve the donation of $25,000 to the Sauk Valley Community College Impact Program.

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
<th>Mayor Hughes</th>
<th>Councilman Bishop</th>
<th>Councilman Considine</th>
<th>Councilman Oros</th>
<th>Councilman Venier</th>
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</table>
COUNCIL ACTION FORM

Date: 02/20/2024
Presented By: Public Works (Water)

Subject: Upfitting 2024 GMC Sierra 1 Ton Chassis  
Agenda Item: 15d

Description:

Bonnell Industries will be up-fitting Waters 2024 GMC Sierra 1-Ton Chassis with the following items:

Knapheide Service Body
Truck Bed
Tommy Gate
Back Rack
Power Inverter
Lighting and Electrical

Total cost of upgrades is $33,661.10

Total cost of 1 ton cab and chassis ($47,992.00) and up fitting is $81,653.10. This is $3,346.90 under budget.

FINANCIAL

Is this a budgeted item? YES □ NO □

Line Item #: Capital  
Title: Panel Truck Replacement

Amount Budgeted: $85,000.00 For both Chassis and Upfitting

Actual Cost: $81,653.10

Under/Over: $3,346.90 Under Budget

Funding Sources:

Water Fund

Departments:
Water

Is this item in the CIP? YES □ NO □

CIP Project Number: WATR-23-06
COUNCIL ACTION FORM

Any previous Council actions:

Action
Cab and Chasis Purchase Approved

Date
7/10/2023

Recommendation:

Approve the Purchase

Required Action

ORDINANCE ☐  RESOLUTION ☐  MOTION ✔  NO ACTION REQUIRED ☐

Additional Comments:

MOTION BY: ___________________  SECONDED BY: ___________________

MOVE TO  approve the upfitting of the Water Departments 2024 GMC Sierra 1 ton chassis by Bonnell Industries for $33,661.10

CITY COUNCIL VOTES

<table>
<thead>
<tr>
<th>VOTES</th>
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<tr>
<td>1.00</td>
<td>EACH</td>
<td>2024, GMC, 3500HD, BOX REMOVAL/DELETE, REGULAR CAB, SRW, 4X4, 6.6L GAS, 141.5 WB, 56 CA, 11300 GVWR VIN# 1GD39SE78RF255800</td>
<td>PERFORM THE FOLLOWING</td>
<td></td>
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<td></td>
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<td></td>
<td>APPLICATION... BODY AVAILABLE TO SHIP 4-22-24</td>
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<td></td>
<td></td>
<td></td>
<td>PREP AND PAINT SERVICE BODY EXTERIOR CARDINAL RED PAINT CODE G7C TO MATCH THE CAB</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>RHINO LINE THE ENTIRE CARGO AREA, TOP OF TOOL BOXES, THE BOTTOM 3&quot; OF SERVICE BODY, AND CAB ROCKER PANELS BOTH SIDES</td>
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<td></td>
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<td>INSTALL NEW SERVICE BODY WHICH INCLUDES THE FOLLOWING</td>
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<tr>
<td></td>
<td></td>
<td>77009320 MASTER LOCKING SYSTEM, ALL ALUMINUM SERVICE BODIES - INSTALLED</td>
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<td></td>
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<td>12315321 CODEABLE PADLOCK, GM (CENTER-CUT KEY) FOR 2014 &amp; NEWER CHEVY SILVERADO/GMC SIERRA AND 2016 &amp; NEWER CHEVY EXPRESS/GMC SAVANA X2</td>
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<td></td>
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<td>20158840 LED SURFACE MOUNT STOP/TURN/TAIL LIGHTS FOR ALUMINUM SERVICE BODY UNDER 80&quot; WIDE</td>
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<td>12256319 HARNESS FOR REAR STROBES FOR USE WITH FACTORY SWITCH</td>
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<td>33906871 HARNESS FOR 2 TO 6 AUXILIARY ITEMS FOR USE WITH FACTORY SWITCHES</td>
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<td>26230151 LED COMPARTMENT LIGHT KIT FOR 680, 682, 696,6108, &amp; F40, &amp; 108H46 MODELS, KC96 &amp; KC108 MODELS, A682, A684, A698,</td>
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<tr>
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<td>35400111 INSTALLATION KIT FOR ALUMINUM SERVICE BODY 2023 &amp; NEWER GM 2500HD/3500HD 56&quot; CA WITHOUT FACTORY HITCH</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>35362071 GM 2023 &amp; NEWER 42&quot;/56&quot; 2500/3500HD 6-CIRCUIT WIRE HARNESS ADAPTER</td>
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<td></td>
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<td>33900150 FENDERSKIRT STREETSIDE OR CURBSIDE, 36&quot;-60&quot; CA BODY, UNPAINTED X2</td>
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<td>35135302 CLASS V RECEIVER HITCH FOR SERVICE BODY WITH RECESS BUMPER, 2020+</td>
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</tr>
</tbody>
</table>

Continued
**Bill To:** 2886824  
CITY OF DIXON-WATER DEPT  
121 W 2ND STREET  
DIXON, IL  61021

**Ship To:** 01  
CITY OF DIXON-WATER DEPT  
92 ARTESIAN  
DIXON, IL  61021

**Phone:** (815) 288-6824  
Fax: (815) 288-0396  
payable@discoverdixon.org

**Confirm To:** MIKE WAGNER

**Customer P.O.**  
**Ship VIA**  
**F.O.B.**

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Unit</th>
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</thead>
<tbody>
<tr>
<td>GM 2500/3500HD 42/56CA CHASSIS, 16,000 LBS AND TRAILER PLUG</td>
<td>EACH</td>
<td>GM 2500/3500HD 42/56CA CHASSIS, 16,000 LBS AND TRAILER PLUG</td>
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<tr>
<td>20031350 BRACKET AND HARDWARE KIT FOR MOUNTING LIFTGATE ON 56&quot;CA ALUMINUM SERVICE BODY WITH 49&quot; CARGO WIDTH</td>
<td>EACH</td>
<td>20031350 BRACKET AND HARDWARE KIT FOR MOUNTING LIFTGATE ON 56&quot;CA ALUMINUM SERVICE BODY WITH 49&quot; CARGO WIDTH</td>
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<tr>
<td>INSTALL BACK RACK TO SERVICE BODY</td>
<td>HR</td>
<td>INSTALL BACK RACK TO SERVICE BODY</td>
</tr>
<tr>
<td>INSTALL FEDERAL LIGHTBAR TO TOP CENTER OF BACK RACK</td>
<td>HR</td>
<td>INSTALL FEDERAL LIGHTBAR TO TOP CENTER OF BACK RACK</td>
</tr>
<tr>
<td>INSTALL WIRELESS CONTROLLED GO LIGHT TO PASSEGER TOP SIDE OF BACK RACK</td>
<td>HR</td>
<td>INSTALL WIRELESS CONTROLLED GO LIGHT TO PASSEGER TOP SIDE OF BACK RACK</td>
</tr>
<tr>
<td>INSTALL #8890510 HIDEAWAY STROBE CONVERSION KIT FOR OEM PICKUP LIGHTS ESTIMATE $1,400.00</td>
<td>EACH</td>
<td>INSTALL #8890510 HIDEAWAY STROBE CONVERSION KIT FOR OEM PICKUP LIGHTS ESTIMATE $1,400.00</td>
</tr>
<tr>
<td>INSTALL TOMMYGATE LIFT GATE AND SENSOR/CAMERA BAR TO SERVICE BODY</td>
<td>HR</td>
<td>INSTALL TOMMYGATE LIFT GATE AND SENSOR/CAMERA BAR TO SERVICE BODY</td>
</tr>
<tr>
<td>INSTALL FACTORY REVERSE CAMERA IF AVAILABLE</td>
<td>EACH</td>
<td>INSTALL FACTORY REVERSE CAMERA IF AVAILABLE</td>
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<td>INSTALL EXTRA BATTERY AND INVERTER INTO PASSENGER FRONT COMPARTMENT</td>
<td>EACH</td>
<td>INSTALL EXTRA BATTERY AND INVERTER INTO PASSENGER FRONT COMPARTMENT</td>
</tr>
<tr>
<td>INSTALL LED COMPARTMENT LIGHTING</td>
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<td>TOUCH UP PAINT</td>
<td>EACH</td>
<td>TOUCH UP PAINT</td>
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<td>TEST FUNCTIONS</td>
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<tr>
<td>/LABOR-MFG PAINT LABOR</td>
<td>EACH</td>
<td>/LABOR-MFG PAINT LABOR</td>
</tr>
<tr>
<td>*PAINT PAINT AND SUPPLIES TO PAINT SERVICE BODY EXTERIOR CARDINAL RED PAINT CODE G7C TO MATCH THE CAB</td>
<td>EACH</td>
<td>*PAINT PAINT AND SUPPLIES TO PAINT SERVICE BODY EXTERIOR CARDINAL RED PAINT CODE G7C TO MATCH THE CAB</td>
</tr>
<tr>
<td>*RHINO LINER RHINO LINE THE ENTIRE CARGO AREA, TOP OF TOOL BOXES, THE BOTTOM 3&quot; OF SERVICE BODY, AND CAB ROCKER PANELS BOTH SIDES</td>
<td>EACH</td>
<td>*RHINO LINER RHINO LINE THE ENTIRE CARGO AREA, TOP OF TOOL BOXES, THE BOTTOM 3&quot; OF SERVICE BODY, AND CAB ROCKER PANELS BOTH SIDES</td>
</tr>
<tr>
<td>INSTALL LABOR</td>
<td>EACH</td>
<td>INSTALL LABOR</td>
</tr>
<tr>
<td>*SERVICE BODY</td>
<td>EACH</td>
<td>*SERVICE BODY</td>
</tr>
</tbody>
</table>

**Phone:** 815-284-3819 * 815-284-8815 Fax  
**Fax:** 800-851-9664  
**Website:** www.bonnell.com * info@bonnell.com

**FINANCING AVAILABLE**  
**ASK US FOR DETAILS**

**Quote Number:** 0171777  
**Quote Date:** 2/8/2024  
**Terms:** Net 30 Days  
**Quote Expiration:** 3/8/2024

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**ASK US FOR DETAILS**

**Quote Number:** 0171777  
**Quote Date:** 2/8/2024  
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<table>
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<td>A698F</td>
<td>EACH</td>
<td>ALUMINUM FLIPTOP SERVICE BODY - ALUMINUM SERVICE BODIES 600-SERIES, 99.25&quot; LENGTH, 36&quot; HIGH, 14.5&quot; DEEP COMPTS, 49&quot; FLOOR, SPRAY PRIMED</td>
<td>1.00</td>
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<td>BRI-CUSTOM</td>
<td>EACH</td>
<td>BACKRACK, CUSTOM BUILT FOR UTILITY BODY</td>
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<td>BRI-30999</td>
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<td>BACKRACK MOUNTING KIT; FLAT DRILL MOUNT ON TOP OF THE UTILITY BODY STANDARD WIDTH 20&quot; TALL</td>
<td>1.00</td>
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<td>BRI-81003</td>
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<td>BON-008723</td>
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<td>STAINLESS STEEL MTG PLATE, FEDERAL SIGNAL MINI BAR</td>
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<td>FED-HL15PC-SAW</td>
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<td>ECONOMY HIGHLIGHTER SOLARIS LED MINI-LIGHTBAR, AMBER / WHITE LED WITH CLEAR DOME PERMANENT MOUNT</td>
<td>1.00</td>
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<td>GL-20004GT</td>
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<td>GOLIGHT, RADIORAY LED, WHITE, PERMANENT MOUNT, WITH HANDHELD WIRELESS REMOTE AND MOUNTING HARDWARE, 12 VOLT, 10 HIGH FLUX LEDS, 370 DEGREE ROTATION, 2.8 AMPs AT 13.8V</td>
<td>1.00</td>
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<tr>
<td>*BUYERS FLASHERS</td>
<td>EACH</td>
<td>#8889510 HIDEAWAY STROBE CONVERSION KIT FOR OEM PICKUP LIGHTS Turn your factory LED cargo lights, reverse lights, and mirror turn signals into warning lights. Switch between factory functions and strobe mode with the push of a button. Vehicle must have LED bulbs in order to use this system.</td>
<td>1.00</td>
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<tr>
<td>*GALVANIZE</td>
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<td>TOMMY GATE GALVANIZE SIDE POSTS</td>
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<td>TG-G2-54-1342 EA38</td>
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<td>TOMMY GATE LIFT GATE</td>
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<tr>
<td>TG-015870</td>
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<td>REAR CAMERA SENSOR BAR FOR 2020+ GM 2500-3500</td>
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<tr>
<td>LV-1144</td>
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</tbody>
</table>
**Bill To:** 2886824  
CITY OF DIXON-WATER DEPT  
121 W 2ND STREET  
DIXON, IL 61021

**Ship To:** 01  
CITY OF DIXON-WATER DEPT  
92 ARTESSIAN  
DIXON, IL 61021

**Phone:** (815) 288-6824  
Fax: (815) 288-0396  
payable@discoverdixon.org

**Confirm To:** MIKE WAGNER  
**Comment:**

<table>
<thead>
<tr>
<th>Customer P.O.</th>
<th>Ship VIA</th>
<th>F.O.B.</th>
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<td>45TX23</td>
<td>BATTERY-12 VOLT, TOP POST</td>
<td>1125 CCA</td>
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<tr>
<td>1.00</td>
<td>EACH</td>
<td>*WIRING</td>
<td>INVERTER, 10 TO 16 VDC, 5000W, POST</td>
<td></td>
</tr>
<tr>
<td>1.00</td>
<td>EACH</td>
<td>*SHOP SUPPLIES</td>
<td>INVERTER AND ALL FLASHER WIRING</td>
<td></td>
</tr>
</tbody>
</table>

**FINANCING AVAILABLE**  
ASK US FOR DETAILS

**SIGNING THIS QUOTE CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO THE FOLLOWING:**

- DUE TO THE CLIMATE OF CURRENT MARKET CONDITIONS FINAL INVOICE PRICE MAY VARY FROM ORIGINAL QUOTE PRICE.
- NO PRODUCT/SPEC. CHANGES MAY BE MADE AFTER THE DATE OF SIGNATURE. ANY CHANGES REQUESTED AFTER THE DATE OF SIGNATURE WILL BE QUOTED SEPARATELY AND, IF APPLICABLE, WILL BE COMPLETED ON A SEPARATELY SCHEDULED TIME FRAME.
- 15% RESTOCKING FEE ON RETURNED ITEMS. NO RETURNS ON ELECTRICAL ITEMS
- THIS QUOTE IS VALID FOR 30 DAYS. ALL QUOTES OVER 30 DAYS OLD ARE SUBJECT TO CHANGE AND REQUIRE A REQUOTE PRIOR TO ACCEPTANCE OF A PURCHASE ORDER.

**AUTHORIZED APPROVAL CONTACT NAME (PRINTED):**

**AUTHORIZED APPROVAL CONTACT (SIGNATURE):**

**APPROVAL DATE:** 0005  
TOM MASSEY  
**CUSTOMER PO NUMBER:** KJH

**Quote**

**Quote Number:** 0171777  
**Quote Date:** 2/8/2024

**Net Order:** 33,661.10  
**Less Discount:** 0.00  
**Freight:** 0.00  
**Sales Tax:** 0.00  
**Quote Total:** 33,661.10
REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT is entered into this 20th day of February, 2024, by and between the CITY OF DIXON, ILLINOIS, an Illinois municipal corporation (the “City”), and DIXON LAND GROUP, LLC, an Illinois limited liability company (the “Developer”).

PREAMBLES

WHEREAS, in the Redevelopment Project Area (as defined below), the City has identified a need for the location and development of commercial properties in the City; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (the “TIF Act”), the Mayor and City Council of the City (collectively, the “Corporate Authorities”) are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a “blighted area” or a “conservation area,” as the same are defined in the TIF Act; and

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance No. 3292, adopted by the Corporate Authorities on April 18, 2022, approved a redevelopment plan and project, entitled “Tax Increment Financing District Eligibility Report and Redevelopment Plan and Project,” as prepared by S.B. Friedman & Company (the “Redevelopment Plan”), for the Fargo Creek Redevelopment Project Area (the “Redevelopment Project Area”), which Redevelopment Plan sets forth a plan for the development, redevelopment and revitalization of the Redevelopment Project Area; and

WHEREAS, also pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinances No. 3293 and No. 3294, respectively, adopted by the Corporate Authorities on April 18, 2022, designated the Redevelopment Project Area as a “redevelopment project area” under the TIF Act and approved tax increment allocation financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Project Area; and

WHEREAS, the Corporate Authorities have determined that the blighting factors (with respect to vacant property within the Redevelopment Project Area) and the conservation factors (with respect to improved property within the Redevelopment Project Area) described in the Redevelopment Plan are detrimental to the public and impair development and growth in the Redevelopment Project Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Project Area; and

WHEREAS, the blighting and conservation factors in the Redevelopment Project Area will continue to impair growth and development but for the use of tax increment allocation financing to pay Redevelopment Project Costs (as defined in Section 3(a) of this Agreement) which necessarily must be incurred to implement the aforesaid program of development, redevelopment and revitalization; and
WHEREAS, the existence of the blighting and conservation factors in the Redevelopment Project Area and the extraordinary costs necessary for development have prevented private developers from developing, redeveloping and revitalizing the Redevelopment Project Area; and

WHEREAS, the Developer owns certain property located within the Dixon Gateway Subdivision, which property is legally described in Exhibit A attached hereto and incorporated herein (the “Subject Property”); and

WHEREAS, on April 23, 2021, the Corporate Authorities passed a Resolution entitled “Inducement Resolution in Connection with the Designation of a Redevelopment Project Area under the Illinois Tax Increment Allocation Redevelopment Act,” by which the City determined, among other matters, that the City would consider expenditures made by developers or property owners in furtherance of the Redevelopment Plan to constitute Redevelopment Project Costs that are eligible for reimbursement in the event a redevelopment agreement is consummated; and

WHEREAS, commencing April 23, 2021 through the date of this Agreement, the Developer has incurred or is obligated for approximately $250,000 in predevelopment costs, including the costs of acquiring the Subject Property, architectural and engineering services, legal services, inspections, surveys, market studies and environmental studies, and clearing, grading and other site work. (the “Predevelopment Costs”); and

WHEREAS, the Developer proposes to develop the Subject Property, including the construction of a Casey’s gas station and convenience store, parking and utilities extensions, as more generally described on Exhibit B attached hereto and incorporated herein (collectively, the “Project”); and

WHEREAS, in furtherance of the Project, the Developer shall do the following at its sole cost and expense: (i) undertake and pay for the costs of all studies, surveys, appraisals, plans and specifications, and professional fees; (ii) apply for and receive all permits required pursuant to the Applicable Laws (as hereafter defined); (iii) construct and complete the Project in a good and workmanlike manner in accordance with the Applicable Laws; and (iv) own and operate the Project in accordance with Applicable Laws; and

WHEREAS, the Project calls for the Developer’s investment of approximately $250,000 in the Subject Property; and

WHEREAS, the Project is consistent with the Redevelopment Plan and the Subject Property is located within the Redevelopment Project Area; and

WHEREAS, the City is authorized under the TIF Act to enter into redevelopment agreements and to reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; and

WHEREAS, in order to induce the Developer to undertake and complete the Project, the Corporate Authorities have determined that it is in the best interests of the City and the health,
safety, morals and welfare of the residents and taxpayers of the City to reimburse the Developer in the manner, and subject to the limitations, set forth in this Agreement for the Developer’s eligible Redevelopment Project Costs, as permitted by the TIF Act; and

WHEREAS, the Corporate Authorities have determined that the City’s provision to the Developer of the financial assistance described in these recitals and the Developer’s completion of the Project are in the best interests of the City and the health, safety, morals and welfare of its residents and taxpayers, and will be in furtherance of the Redevelopment Plan, and thereby help provide for economic development and job opportunities for the inhabitants of the City, enhance the tax base of the City and other taxing districts, and add to the welfare and prosperity of the City and its inhabitants.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals. The parties agree that all of the recitals contained in the Preambles to the Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Development Plan; Performance Requirement.

(a) Prior to the commencement of the construction of the Project, the Developer shall apply to the City for all building permits necessary for the Project by submitting all information required pursuant to the City’s Code of Ordinance (the “City Code”). The Project shall be in substantial conformance with the description set forth in Exhibit B. The City shall review all building permit applications as provided in the City Code. The plans and specifications and all other required submissions shall comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes (including the City Code) and orders relating in any way to the Project (collectively, the “Applicable Laws”). The City and the Developer shall use reasonable efforts to cooperate with each other in connection with the review of building permit applications. The City shall promptly process, consider and act on such applications, provided that the same are in substantial conformance with the Project and in compliance with all Applicable Laws.

(b) Promptly following the Developer’s submission of the items described in subsection (a) above and receipt of all permits as may be required by the Applicable Laws, the Developer shall commence and complete the Project in accordance with the approved permits, plans and specifications. All deviations therefrom shall require the prior written consent of the City.

(c) The completion of the Project, including all matters set forth in subsections (a) and (b) above, shall be done solely at the expense of the Developer.

(d) The Developer shall comply in all respects with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the “Prevailing Wage Act), but only as may be required therein. As of the date of this Agreement, the Illinois Department of Labor has stated at https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx#qst16 that a private
project that is funded by means of TIF financing, whether via credits, reimbursement of eligible expenses through a TIF, or direct payments from the TIF, is not covered by the Prevailing Wage Act unless it also receives funding from another source which does qualify as public funds. As long as no other funds used for the Project are public in nature, the City and the Developer reasonably believe, per such Illinois Department of Labor guidance, that the Prevailing Wage Act does not apply to the Project. In the event of any change in law or to the Illinois Department of Labor guidance, the Developer shall be responsible for compliance with the Prevailing Wage Act as required at that time.

(e) PERFORMANCE REQUIREMENTS. The City shall not be required to reimburse any Redevelopment Projects Costs pursuant to Section 3 hereof until the Developer has completed the construction of the Project in accordance with the Applicable Laws and the approved plans, specifications and permits, and, provided further, that the Project shall be completed, as evidenced by the City’s issuance of a certificate of occupancy, within one (1) year of the date of this Agreement.

Section 3. Reimbursement to the Developer.

(a) In consideration of the Developer’s undertaking of the Project, and as long as no event described in Section 13 of this Agreement shall have occurred and be continuing, the City shall reimburse the Developer for all Redevelopment Project Costs actually incurred and paid by the Developer in furtherance of the Project and approved by the City pursuant to the provisions of this Section 3. For purposes of this Agreement, “Redevelopment Project Costs” shall mean and include all costs defined as “redevelopment project costs” in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act and this Agreement. Redevelopment Project Costs shall also include the Predevelopment Costs to the extent the same satisfy the definition in the preceding sentence. Notwithstanding the foregoing, the total amount reimbursed to the Developer shall be limited to the six (6) years of annual payments from the City to the Developer described in Section 3(b) of this Agreement.

(b) Commencing with the first year following the year in which the Project is certified for occupancy and fully assessed for real estate tax purposes, and continuing annually thereafter for a total of six (6) annual payments, the City shall pay to the Developer each year an amount equal to fifty percent (50%) of the real estate taxes actually paid by the Developer in such year in respect of the Subject Property. The annual payment shall be made on December 15th of each year (or, if later, the date which is thirty (30) days following the date which City receives the final installment of annual real estate taxes from Lee County in respect of the Subject Property) (the “Payment Date”).

(c) THE CITY’S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER SECTION 3 OF THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE SPECIAL TAX ALLOCATION FUND OF CITY ESTABLISHED IN RESPECT OF THE REDEVELOPMENT PROJECT AREA AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.
(d) To establish a right of reimbursement for a specific Redevelopment Project Cost under this Agreement, the Developer shall submit to the City Manager a written statement in the form attached to this Agreement as Exhibit C (a “Request for Reimbursement”) setting forth the amount of reimbursement and the specific Redevelopment Project Costs for which reimbursement is sought. Each Request for Reimbursement shall be accompanied by such bills, paid receipts, contracts, invoices, lien waivers or other evidence as the City Manager shall reasonably require to evidence the right of the Developer to reimbursement under this Agreement. The City Manager shall have thirty (30) days after receipt of any Request for Reimbursement from the Developer to recommend to the Corporate Authorities approval or disapproval of any of the expenditures for which reimbursement is sought. If said Request for Reimbursement is not approved, the City Manager shall provide to the Developer a written explanation setting forth the reason or reasons for the denial. Provided, however, the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that (i) such expenditure does not constitute a lawful Redevelopment Project Cost under the TIF Act; (ii) such expenditure was not incurred by the Developer in furtherance of the Project or in accordance with Applicable Law or the provisions of this Agreement; or (iii) such expenditure has been previously reimbursed to the Developer or is the subject of a prior Request for Reimbursement. Reimbursement of Redevelopment Project Costs shall be made annually on each Payment Date subject to the limitations set forth in this Section 3.

The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the Act after the date of this Agreement, and administrative rules and judicial interpretations rendered during the term of this Agreement. The City has no obligation to the Developer to attempt to modify said rules or decisions.

Section 4. Term. Unless earlier terminated pursuant to Section 13 or Section 14 hereof, the term of this Agreement shall commence on the Effective Date and end upon the termination of the Redevelopment Project Area as required by the TIF Act or otherwise. The end date of the term of this Agreement is hereafter referred to as the “Termination Date.” From and after the Termination Date, the parties shall have no further obligation to each other except as specifically set forth herein with respect to continuing indemnification obligations.

Section 5. Verification of Payment of Real Estate Taxes. Not less than thirty (30) days prior to each Payment Date, the Developer shall provide the City Manager with a paid receipt from the Lee County Treasurer showing that real estate taxes for the Subject Property for the applicable year of payment have been paid in full. The City shall not be required to make the annual payments described in Section 3(b) of this Agreement for any year in which the real estate taxes for the Subject Property are not paid in full.

Section 6. Compliance with Applicable Laws. The Developer shall at all times permit, acquire, install, construct, operate and maintain the Project (or cause others to perform each of the same) in a good and workmanlike manner and in conformance with the Applicable Laws and all approved plans and specification. In the event any provisions of the Applicable Laws conflict, the most stringent of said provisions shall be utilized as determined by the City. The City may inspect the Project at all reasonable times to ensure compliance with this
Section 7. No Liability of City to Others for the Developer's Expenses.

The City shall have no obligation to pay costs of the Project or to make any payments to any person other than the Developer, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Project.

Section 8. The Developer’s Representations and Warranties. In addition to the other representations, warranties, covenants and agreements of the Developer set forth in this Agreement, the Developer represents and warrants as follows:

(a) The Developer is an Illinois limited liability company duly organized and existing under the laws of the State of Illinois, and by proper action has been duly authorized to execute, deliver and perform this Agreement. The Developer is now and at all times hereafter shall be solvent, able to pay its debts as they mature and financially able to perform all of the terms of this Agreement. To the Developer’s knowledge, there are no actions, suits or similar proceedings pending or threatened before any court or governmental or administrative body or agency affecting the Developer, which would result in any material adverse change to the Developer’s financial condition or which would materially and adversely affect the ability of the Developer to undertake and complete the Project.

(b) Neither the execution, delivery, nor performance of this Agreement or any other agreement or instrument executed and delivered by or on behalf of the Developer in connection herewith, nor the consummation of performance of the obligations herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the organizational documents of the Developer or any provision of law, statute, rule, regulation, or order of any court or governmental authority to which the Developer is subject, or any judgment, decree, franchise, order, or permit applicable to the Developer, or conflicts or is inconsistent with or will result in any breach of or constitute a default under any contract, commitment, agreement, understanding, arrangement, or instrument.

(c) The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company as long as the Developer maintains an interest in the Subject Property or has any other remaining obligations pursuant to the terms of this Agreement.

(d) The Developer covenants that no officer, director, shareholder, member, employee or agent of the Developer, or any other person connected with the Developer, has made, offered or given, either directly or indirectly, to the Corporate Authorities or any other person connected with the City, except for payments for which adequate and fair consideration was received in return, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her official capacity with the City.

(e) The Developer has secured sufficient equity and other funds necessary to
complete the Project.

(f) But for the economic incentives provided pursuant to this Agreement from the City to the Developer, the Developer would not occur.

Section 9. Insurance.

(a) During the construction of the Project, the Developer shall procure and maintain the following: (i) builder’s risk insurance from all risks of physical loss, including collapse, and covering the total value of work performed and all equipment, supplies and materials furnished in connection with the construction of the Project; (ii) comprehensive general liability insurance from any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project or the Subject Property; (iii) workers’ compensation insurance in amounts no less than the minimum coverage required by the laws of the State of Illinois covering the Developer’s employees working on the Project, if any; and (iv) all contractors working on the Project shall be required to procure and maintain contractor’s insurance policies covering matters (ii) and (iii) above.

(b) After completion of construction of the Project, and for so long as the Developer owns the Subject Property, the Developer shall procure and maintain the following: (i) fire insurance and extended coverage on a replacement basis for the full insurable value covering all of the Project; and (ii) comprehensive general liability insurance from any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project or the Subject Property.

(c) All such policies of insurance shall be in such amounts and in such form as shall be reasonably acceptable to the City. Prior to issuance of any building permit for the Project and thereafter, not less than thirty (30) days prior to the expiration of any policy, the Developer shall deliver to the City certificates evidencing coverage from each insurer.

Section 10. No Discrimination.

(a) The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. To the fullest extent permitted by law, the Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Notwithstanding the foregoing, the Developer may employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

(b) There shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, national original or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Subject Property. Neither the Developer nor any person claiming under or through the Developer shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of any portion of the Subject Property.
Section 11. Developer Indemnification. The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorneys’ fees) which may arise directly or indirectly from (i) the failure of the Developer to timely pay any contractor, subcontractor, laborer or materialman or any claim or cause of action whatsoever brought by a third party arising out of the construction or operation of the Project; (ii) the failure of the Developer to comply with any Applicable Laws; (iii) any material default or breach of the terms of this Agreement by the Developer; (iv) any negligence or reckless or willful misconduct of the Developer or agents or employees thereof; and (v) any material misrepresentations or omissions of the Developer. With respect to any action for which Developer’s foregoing indemnity applies, the Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action for which Developer’s foregoing indemnity applies, the Developer shall, at its own expense, satisfy and discharge the same. This Section 11 shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its, officers, officials, agents, employees or contractors or the City’s material default or breach of the terms of this Agreement. The Developer’s indemnification obligation hereunder shall be a continuing obligation and shall not expire with the termination of this Agreement.

Section 12. No Liens. In connection with the construction of the Project, the Developer shall neither cause nor permit any mechanic’s or other liens to attach to or encumber the Project or the Subject Property except for the lien of the Developer’s lenders. In the event a mechanic’s or other lien is filed which attaches to or encumbers the Project or Subject Property, the Developer shall, within one hundred twenty (120) days after notice of such lien, institute such proceedings necessary to have the lien claim adjudicated and removed. The Developer shall pay within ten (10) days any final judgment awarded to a lien claimant so as to prevent a foreclosure sale. Notwithstanding the foregoing, the Developer shall have the right to bond over any lien or obtain a title insurance endorsement in form and substance reasonably acceptable to the City in order to satisfy its obligations pursuant to this Section 12.


(a) If the Developer defaults in the performance of any material covenant, warranty, representation or obligation set forth in this Agreement, the City shall provide the Developer with a written statement setting forth the default of the Developer. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the Developer is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or
breach or of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer fails to cure any default after the expiration of the cure period described in subsection (a), the City may elect to terminate this Agreement or exercise any other right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay its debts, or the Developer makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for the Developer for the major part of its property, the City may elect, to the extent such election is permitted by law, but is not required, with or without notice of such election, to terminate this Agreement. In the case of an involuntary petition, action or proceeding for the adjudication as a bankrupt or for the appointment of a trustee or receiver as set forth above, the Developer shall have sixty (60) days after the service of such petition or pleading or the commencement of such action or proceeding within which to obtain a dismissal of such petition, pleading, action or proceeding.

(c) If the City defaults in the performance of any material covenant, warranty, representation or obligation set forth in this Agreement, the Developer shall provide the City with a written statement setting forth the default. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the City is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach. Notwithstanding the foregoing, the sole remedy of the Developer in the event of a breach of this Agreement shall be to institute legal action for specific performance or injunctive relief against the City. Under no circumstances shall the City have any liability for monetary damages, whether compensatory, punitive or otherwise, under this Agreement.

(d) Upon any dispute between the parties under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses incurred in contesting such dispute.

(e) It is hereby agreed by the Developer that no recourse for any claim under or upon any obligation contained in the Agreement shall be had against the City, its officers, agents, attorneys, representatives, or employees, in any amount in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement by the City.
Section 14. Cancellation. In the event that (i) the City or the Developer shall be prohibited, in any material respect, from performing the covenants and agreements or enjoying rights and privileges herein contained by the final, non-appealable order of any court of competent jurisdiction or by any changes to the TIF Act, or (ii) all or any part of the TIF Act or any ordinance adopted by the City in connection with its Redevelopment Plan shall be declared invalid or unconstitutional by the final, non-appealable order of any court of competent jurisdiction and such declaration shall materially impair the ability of either party to perform its obligations under the Redevelopment Plan or the covenants and agreements or rights and privileges of either the City or the Developer under this Agreement, then the party so materially impaired may, at its election, cancel or terminate this Agreement by giving written notice thereof to the other party within sixty (60) days after such court order has been issued. However, the termination of this Agreement hereunder shall have no effect on any of the authorizations granted to the Developer for buildings permitted and under construction to the extent allowed by such order.

Section 15. Notices. All notices, demands, requests, consents, approvals or other communications required or permitted by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3rd) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested. The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals or other communications shall be sent.

If to the City: City of Dixon
Attn: City Manager
121 W. 2nd St.
Dixon, Illinois 61021

If to Developer: Dixon Land Group, LLC
Attn: Brett Paul
745 McClintock Drive, Suite 110
Burr Ridge, Illinois 60527

Section 16. Time is of the Essence. Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party’s part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party (“Force Majeure”). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate the same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any
extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Execution and delivery of this Agreement electronically (such as via PDR format or DocuSign) bearing the electronic signature of a party hereto shall constitute valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original documents.

Section 18. Severability. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 19. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Lee County, Illinois.

Section 20. Amendments. This Agreement (together with the Exhibits attached hereto) constitutes the entire agreement between the City and the Developer and supersedes all prior agreements, negotiations and discussions between them relating to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by all the parties or their permitted successors or assigns.

Section 21. Third Parties. Except as specifically set forth in this Agreement, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any rights of subrogation or action over or against any party.

Section 22. Waiver. Any party may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall oblige the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 23. Successors In Interest. The terms, conditions and covenants set forth in this Agreement or otherwise attaching by operation of law shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the City and the Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the Subject Property, including the Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder thereof; provided,
however, that all such legal title holders shall remain liable after their ownership interest in the Subject Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed. The rights of City to enforce this Agreement shall be applicable against any person or entity who is the legal titleholder of the Subject Property.

Section 24. Assignment. The Developer may assign its rights and obligations under this Agreement only with the prior written consent of the City, which consent shall not be unreasonably withheld provided the assignee demonstrates, to the reasonable satisfaction of City, sufficient creditworthiness and experience to undertake the Project. In no event shall an assignment of this Agreement relieve the assignor of any liabilities or obligations which accrued prior to the date of assignment but remain unsatisfied or unperformed.

Section 25. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, nor any actions of the parties, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

Section 26. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member of the Corporate Authorities or any official, officer, agent, employee or attorney of the City, in his or her individual capacity. No official, officer, agent, employee or attorney of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement.

Section 27. Signs. The City, at the City’s sole cost and expense, may erect a sign of reasonable size and style in a location on the Subject Property reasonably acceptable to Developer during the development of the Project indicating that the City provided economic development incentives to assist the Project. Such sign shall be removed by the City prior to the opening for business at the Project.

Section 28. Designated Representatives. Unless applicable documents or procedures require action by the Developer in a different manner, the Developer hereby designates Brett Paul as its authorized representative, who shall individually have the authority to make or grant supplemental agreements, certifications, requests, demands, approvals, consents, notices and other actions, and do all things required or described in this Agreement, for and on behalf of the Developer and with the effect of binding the Developer in connection therewith.

Section 29. Effective Date. This Agreement shall be effective on the latter of (i) the day on which this Agreement is authorized for execution pursuant to duly enacted City proceedings authorizing the execution of and adoption of this Agreement and (ii) the execution and delivery of this Agreement by each party hereto (the “Effective Date”).

Section 30. Excess or Insufficient Payments. If the City or the Developer determines that any amount actually paid to the Developer pursuant to this Agreement is in excess of the amount actually due to the Developer, said party shall then immediately notify the other party of
any error and of the amount of any overpayment. The amount of any overpayment to the
Developer shall be subtracted from the next succeeding payment to be made by the City to the
Developer until such time as the entire amount of the overpayment to the Developer has been
repaid. In the event that there are insufficient succeeding payments by which the City can be
reimbursed in full for the amount of the overpayment, then the Developer shall, upon demand,
pay to the City within thirty (30) days following the demand, the remaining balance of said
overpayment. In the event that the City or Developer determines that any amount actually paid
to Developer pursuant to this Agreement is less than the amount actually due Developer, the City
shall promptly make any appropriate adjustment to rectify such error.

Section 31. TIF Annual Report. The Developer shall reasonably cooperate with
requests for information from the City in furtherance of the City’s obligation to report to the
State Comptroller and all taxing districts overlapping the Redevelopment Project Area pursuant
to Section 11-74.4-5(d) of the TIF Act. In connection therewith, the Developer shall provide to
the City, within ten (10) days of request for the same, the information requested pursuant to said
statute to the extent such information is reasonably within the knowledge, possession or control
of the Developer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their duly authorized officers on the above date at Dixon, Illinois.

CITY OF DIXON, an Illinois
municipal corporation

_________________________________
Mayor

Attest: ____________________________
City Clerk

DIXON LAND GROUP, LLC, an Illinois limited
liability company

By ________________________________
Its ________________________________
LOT 10 IN DIXON GATEWAY SUBDIVISION, CITY OF DIXON, LEE COUNTY, ILLINOIS, ACCORDING TO THE FINAL PLAT OF THE RE-SUBDIVISION OF DIXON GATEWAY SUBDIVISION RECORDED AS DOCUMENT NO. 2022-0004398 WITH THE LEE COUNTY RECORDER.

COMMONLY KNOWN AS 1751 S. GALENA AVE., DIXON, ILLINOIS. PIN 18-08-09-101-018.
Exhibit B

The Project is planned as a Casey’s gas station and convenience store. The building will be approximately ______________ square feet and the business located thereon is estimated to have _____ full-time employees and _____ part-time employees.
Exhibit C

Form of Request for Reimbursement

[Date]

City of Dixon
Attention: City Manager
121 W. 2nd St.
Dixon, Illinois 61021

Re: Redevelopment Agreement (Gas Station Project), dated ______________, 2024, by and between the City of Dixon, Illinois, and Dixon Land Group, LLC (the "Developer")

Dear City Manager:

You are requested to disburse funds from the Special Allocation Tax Fund of the Redevelopment Project Area pursuant to Section 3 of the Redevelopment Agreement described above, to the extent monies are available for such purpose, in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Request for Reimbursement No.: _______________________________________

2. Payment due to:_____________________________________________________

3. Amount to be disbursed: _____________________________________________

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs detailed in Schedule 1 attached to this Request for Reimbursement.

5. The undersigned certifies that:

   (i) the amounts included in 3 above were necessary and made or incurred in accordance with the Redevelopment Agreement, the Applicable Laws and the plans, specifications and permits for the Project heretofore in effect;

   (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement represents a part of the funds due and payable for Redevelopment Project Costs;

   (iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs, have not been included in any previous Request for Reimbursement or been previously reimbursed to the
Developer as Redevelopment Project Costs, have been properly recorded on the Developer's books and are set forth on the attached Schedule 1;

(iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and

(v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is Schedule 1, together with copies of invoices or bills of sale and Mechanic's Lien Waivers covering all items for which reimbursement is being requested, and an itemization of all Redevelopment Project Costs heretofore reimbursed to the Developer.

Date:___________________  Developer:

Dixon Land Group, LLC, an Illinois limited liability company

By_______________________________
Its_______________________________

Approved:_______________  City of Dixon, an Illinois municipal corporation

________________________________
Mayor

Attest:____________________________
City Clerk
REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT is entered into this 20th day of February, 2024, by and between the CITY OF DIXON, ILLINOIS, an Illinois municipal corporation (the “City”), and DIXON LAND GROUP, LLC, an Illinois limited liability company (the “Developer”).

PREAMBLES

WHEREAS, in the Redevelopment Project Area (as defined below), the City has identified a need for the location and development of commercial properties in the City; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (the “TIF Act”), the Mayor and City Council of the City (collectively, the “Corporate Authorities”) are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a “blighted area” or a “conservation area,” as the same are defined in the TIF Act; and

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance No. 3292, adopted by the Corporate Authorities on April 18, 2022, approved a redevelopment plan and project, entitled “Tax Increment Financing District Eligibility Report and Redevelopment Plan and Project,” as prepared by S.B. Friedman & Company (the “Redevelopment Plan”), for the Fargo Creek Redevelopment Project Area (the “Redevelopment Project Area”), which Redevelopment Plan sets forth a plan for the development, redevelopment and revitalization of the Redevelopment Project Area; and

WHEREAS, also pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinances No. 3293 and No. 3294, respectively, adopted by the Corporate Authorities on April 18, 2022, designated the Redevelopment Project Area as a “redevelopment project area” under the TIF Act and approved tax increment allocation financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Project Area; and

WHEREAS, the Corporate Authorities have determined that the blighting factors (with respect to vacant property within the Redevelopment Project Area) and the conservation factors (with respect to improved property within the Redevelopment Project Area) described in the Redevelopment Plan are detrimental to the public and impair development and growth in the Redevelopment Project Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Project Area; and

WHEREAS, the blighting and conservation factors in the Redevelopment Project Area will continue to impair growth and development but for the use of tax increment allocation financing to pay Redevelopment Project Costs (as defined in Section 3(a) of this Agreement) which necessarily must be incurred to implement the aforesaid program of development, redevelopment and revitalization; and
WHEREAS, the existence of the blighting and conservation factors in the Redevelopment Project Area and the extraordinary costs necessary for development have prevented private developers from developing, redeveloping and revitalizing the Redevelopment Project Area; and

WHEREAS, the Developer owns certain property located within the Dixon Gateway Subdivision, which property is legally described in Exhibit A attached hereto and incorporated herein (the “Subject Property”); and

WHEREAS, on April 23, 2021, the Corporate Authorities passed a Resolution entitled “Inducement Resolution in Connection with the Designation of a Redevelopment Project Area under the Illinois Tax Increment Allocation Redevelopment Act,” by which the City determined, among other matters, that the City would consider expenditures made by developers or property owners in furtherance of the Redevelopment Plan to constitute Redevelopment Project Costs that are eligible for reimbursement in the event a redevelopment agreement is consummated; and

WHEREAS, commencing April 23, 2021 through the date of this Agreement, the Developer has incurred or is obligated for approximately $425,000 in predevelopment costs, including the costs of acquiring the Subject Property, architectural and engineering services, legal services, inspections, surveys, market studies and environmental studies, and clearing, grading and other site work. (the “Predevelopment Costs”); and

WHEREAS, the Developer proposes to develop the Subject Property, including the construction of a new multi-tenant strip mall, parking and utilities extensions, as more generally described on Exhibit B attached hereto and incorporated herein (collectively, the “Project”); and

WHEREAS, in furtherance of the Project, the Developer shall do the following at its sole cost and expense: (i) undertake and pay for the costs of all studies, surveys, appraisals, plans and specifications, and professional fees; (ii) apply for and receive all permits required pursuant to the Applicable Laws (as hereafter defined); (iii) construct and complete the Project in a good and workmanlike manner in accordance with the Applicable Laws; and (iv) own and operate the Project in accordance with Applicable Laws; and

WHEREAS, the Project calls for the Developer’s investment of approximately $2,800,000 in the Subject Property; and

WHEREAS, the Project is consistent with the Redevelopment Plan and the Subject Property is located within the Redevelopment Project Area; and

WHEREAS, the City is authorized under the TIF Act to enter into redevelopment agreements and to reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; and

WHEREAS, in order to induce the Developer to undertake and complete the Project, the Corporate Authorities have determined that it is in the best interests of the City and the health, safety, morals and welfare of the residents and taxpayers of the City to reimburse the Developer
in the manner, and subject to the limitations, set forth in this Agreement for the Developer’s eligible Redevelopment Project Costs, as permitted by the TIF Act; and

WHEREAS, the Corporate Authorities have determined that the City’s provision to the Developer of the financial assistance described in these recitals and the Developer’s completion of the Project are in the best interests of the City and the health, safety, morals and welfare of its residents and taxpayers, and will be in furtherance of the Redevelopment Plan, and thereby help provide for economic development and job opportunities for the inhabitants of the City, enhance the tax base of the City and other taxing districts, and add to the welfare and prosperity of the City and its inhabitants.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals. The parties agree that all of the recitals contained in the Preambles to the Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Development Plan; Performance Requirement.

(a) Prior to the commencement of the construction of the Project, the Developer shall apply to the City for all building permits necessary for the Project by submitting all information required pursuant to the City’s Code of Ordinance (the “City Code”). The Project shall be in substantial conformance with the description set forth in Exhibit B. The City shall review all building permit applications as provided in the City Code. The plans and specifications and all other required submissions shall comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes (including the City Code) and orders relating in any way to the Project (collectively, the “Applicable Laws”). The City and the Developer shall use reasonable efforts to cooperate with each other in connection with the review of building permit applications. The City shall promptly process, consider and act on such applications, provided that the same are in substantial conformance with the Project and in compliance with all Applicable Laws.

(b) Promptly following the Developer’s submission of the items described in subsection (a) above and receipt of all permits as may be required by the Applicable Laws, the Developer shall commence and complete the Project in accordance with the approved permits, plans and specifications. All deviations therefrom shall require the prior written consent of the City.

(c) The completion of the Project, including all matters set forth in subsections (a) and (b) above, shall be done solely at the expense of the Developer.

(d) The Developer shall comply in all respects with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the “Prevailing Wage Act), but only as may be required therein. As of the date of this Agreement, the Illinois Department of Labor has stated at https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx#qst16 that a private project that is funded by means of TIF financing, whether via credits, reimbursement of eligible
expenses through a TIF, or direct payments from the TIF, is not covered by the Prevailing Wage Act unless it also receives funding from another source which does qualify as public funds. As long as no other funds used for the Project are public in nature, the City and the Developer reasonably believe, per such Illinois Department of Labor guidance, that the Prevailing Wage Act does not apply to the Project. In the event of any change in law or to the Illinois Department of Labor guidance, the Developer shall be responsible for compliance with the Prevailing Wage Act as required at that time.

(e) PERFORMANCE REQUIREMENTS. The City shall not be required to reimburse any Redevelopment Projects Costs pursuant to Section 3 hereof until the Developer has completed the construction of the Project in accordance with the Applicable Laws and the approved plans, specifications and permits, and, provided further, that the Project shall be completed, as evidenced by the City’s issuance of a certificate of occupancy, within one (1) year of the date of this Agreement.

Section 3. Reimbursement to the Developer.

(a) In consideration of the Developer’s undertaking of the Project, and as long as no event described in Section 13 of this Agreement shall have occurred and be continuing, the City shall reimburse the Developer for all Redevelopment Project Costs actually incurred and paid by the Developer in furtherance of the Project and approved by the City pursuant to the provisions of this Section 3. For purposes of this Agreement, “Redevelopment Project Costs” shall mean and include all costs defined as “redevelopment project costs” in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act and this Agreement. Redevelopment Project Costs shall also include the Predevelopment Costs to the extent the same satisfy the definition in the preceding sentence. Notwithstanding the foregoing, the total amount reimbursed to the Developer shall be limited to the six (6) years of annual payments from the City to the Developer described in Section 3(b) of this Agreement.

(b) Commencing with the first year following the year in which the Project is certified for occupancy and fully assessed for real estate tax purposes, and continuing annually thereafter for a total of six (6) annual payments, the City shall pay to the Developer each year an amount equal to fifty percent (50%) of the real estate taxes actually paid by the Developer in such year in respect of the Subject Property. The annual payment shall be made on December 15th of each year (or, if later, the date which is thirty (30) days following the date which City receives the final installment of annual real estate taxes from Lee County in respect of the Subject Property) (the “Payment Date”).

(c) THE CITY’S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER SECTION 3 OF THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE SPECIAL TAX ALLOCATION FUND OF CITY ESTABLISHED IN RESPECT OF THE REDEVELOPMENT PROJECT AREA AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

(d) To establish a right of reimbursement for a specific Redevelopment Project Cost
under this Agreement, the Developer shall submit to the City Manager a written statement in the form attached to this Agreement as Exhibit C (a “Request for Reimbursement”) setting forth the amount of reimbursement and the specific Redevelopment Project Costs for which reimbursement is sought. Each Request for Reimbursement shall be accompanied by such bills, paid receipts, contracts, invoices, lien waivers or other evidence as the City Manager shall reasonably require to evidence the right of the Developer to reimbursement under this Agreement. The City Manager shall have thirty (30) days after receipt of any Request for Reimbursement from the Developer to recommend to the Corporate Authorities approval or disapproval of any of the expenditures for which reimbursement is sought. If said Request for Reimbursement is not approved, the City Manager shall provide to the Developer a written explanation setting forth the reason or reasons for the denial. Provided, however, the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that (i) such expenditure does not constitute a lawful Redevelopment Project Cost under the TIF Act; (ii) such expenditure was not incurred by the Developer in furtherance of the Project or in accordance with Applicable Law or the provisions of this Agreement; or (iii) such expenditure has been previously reimbursed to the Developer or is the subject of a prior Request for Reimbursement. Reimbursement of Redevelopment Project Costs shall be made annually on each Payment Date subject to the limitations set forth in this Section 3.

The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the Act after the date of this Agreement, and administrative rules and judicial interpretations rendered during the term of this Agreement. The City has no obligation to the Developer to attempt to modify said rules or decisions.

Section 4. Term. Unless earlier terminated pursuant to Section 13 or Section 14 hereof, the term of this Agreement shall commence on the Effective Date and end upon the termination of the Redevelopment Project Area as required by the TIF Act or otherwise. The end date of the term of this Agreement is hereafter referred to as the “Termination Date.” From and after the Termination Date, the parties shall have no further obligation to each other except as specifically set forth herein with respect to continuing indemnification obligations.

Section 5. Verification of Payment of Real Estate Taxes. Not less than thirty (30) days prior to each Payment Date, the Developer shall provide the City Manager with a paid receipt from the Lee County Treasurer showing that real estate taxes for the Subject Property for the applicable year of payment have been paid in full. The City shall not be required to make the annual payments described in Section 3(b) of this Agreement for any year in which the real estate taxes for the Subject Property are not paid in full.

Section 6. Compliance with Applicable Laws. The Developer shall at all times permit, acquire, install, construct, operate and maintain the Project (or cause others to perform each of the same) in a good and workmanlike manner and in conformance with the Applicable Laws and all approved plans and specification. In the event any provisions of the Applicable Laws conflict, the most stringent of said provisions shall be utilized as determined by the City. The City may inspect the Project at all reasonable times to ensure compliance with this Agreement.
Section 7. No Liability of City to Others for the Developer's Expenses.

The City shall have no obligation to pay costs of the Project or to make any payments to any person other than the Developer, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Project.

Section 8. The Developer’s Representations and Warranties. In addition to the other representations, warranties, covenants and agreements of the Developer set forth in this Agreement, the Developer represents and warrants as follows:

(a) The Developer is an Illinois limited liability company duly organized and existing under the laws of the State of Illinois, and by proper action has been duly authorized to execute, deliver and perform this Agreement. The Developer is now and at all times hereafter shall be solvent, able to pay its debts as they mature and financially able to perform all of the terms of this Agreement. To the Developer’s knowledge, there are no actions, suits or similar proceedings pending or threatened before any court or governmental or administrative body or agency affecting the Developer, which would result in any material adverse change to the Developer’s financial condition or which would materially and adversely affect the ability of the Developer to undertake and complete the Project.

(b) Neither the execution, delivery, nor performance of this Agreement or any other agreement or instrument executed and delivered by or on behalf of the Developer in connection herewith, nor the consummation of performance of the obligations herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the organizational documents of the Developer or any provision of law, statute, rule, regulation, or order of any court or governmental authority to which the Developer is subject, or any judgment, decree, franchise, order, or permit applicable to the Developer, or conflicts or is inconsistent with or will result in any breach of or constitute a default under any contract, commitment, agreement, understanding, arrangement, or instrument.

(c) The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois limited liability company as long as the Developer maintains an interest in the Subject Property or has any other remaining obligations pursuant to the terms of this Agreement.

(d) The Developer covenants that no officer, director, shareholder, member, employee or agent of the Developer, or any other person connected with the Developer, has made, offered or given, either directly or indirectly, to the Corporate Authorities or any other person connected with the City, except for payments for which adequate and fair consideration was received in return, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her official capacity with the City.

(e) The Developer has secured sufficient equity and other funds necessary to complete the Project.
(f) But for the economic incentives provided pursuant to this Agreement from the City to the Developer, the Developer would not occur.

Section 9. Insurance.

(a) During the construction of the Project, the Developer shall procure and maintain the following: (i) builder’s risk insurance from all risks of physical loss, including collapse, and covering the total value of work performed and all equipment, supplies and materials furnished in connection with the construction of the Project; (ii) comprehensive general liability insurance from any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project or the Subject Property; (iii) workers’ compensation insurance in amounts no less than the minimum coverage required by the laws of the State of Illinois covering the Developer’s employees working on the Project, if any; and (iv) all contractors working on the Project shall be required to procure and maintain contractor’s insurance policies covering matters (ii) and (iii) above.

(b) After completion of construction of the Project, and for so long as the Developer owns the Subject Property, the Developer shall procure and maintain the following: (i) fire insurance and extended coverage on a replacement basis for the full insurable value covering all of the Project; and (ii) comprehensive general liability insurance from any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project or the Subject Property.

(c) All such policies of insurance shall be in such amounts and in such form as shall be reasonably acceptable to the City. Prior to issuance of any building permit for the Project and thereafter, not less than thirty (30) days prior to the expiration of any policy, the Developer shall deliver to the City certificates evidencing coverage from each insurer.

Section 10. No Discrimination.

(a) The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. To the fullest extent permitted by law, the Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Notwithstanding the foregoing, the Developer may employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

(b) There shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, national original or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Subject Property. Neither the Developer nor any person claiming under or through the Developer shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of any portion of the Subject Property.
Section 11. Developer Indemnification. The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorneys’ fees) which may arise directly or indirectly from (i) the failure of the Developer to timely pay any contractor, subcontractor, laborer or materialman or any claim or cause of action whatsoever brought by a third party arising out of the construction or operation of the Project; (ii) the failure of the Developer to comply with any Applicable Laws; (iii) any material default or breach of the terms of this Agreement by the Developer; (iv) any negligence or reckless or willful misconduct of the Developer or agents or employees thereof; and (v) any material misrepresentations or omissions of the Developer. With respect to any action for which Developer’s foregoing indemnity applies, the Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action for which Developer’s foregoing indemnity applies, the Developer shall, at its own expense, satisfy and discharge the same. This Section 11 shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its, officers, officials, agents, employees or contractors or the City’s material default or breach of the terms of this Agreement. The Developer’s indemnification obligation hereunder shall be a continuing obligation and shall not expire with the termination of this Agreement.

Section 12. No Liens. In connection with the construction of the Project, the Developer shall neither cause nor permit any mechanic’s or other liens to attach to or encumber the Project or the Subject Property except for the lien of the Developer’s lenders. In the event a mechanic’s or other lien is filed which attaches to or encumbers the Project or Subject Property, the Developer shall, within one hundred twenty (120) days after notice of such lien, institute such proceedings necessary to have the lien claim adjudicated and removed. The Developer shall pay within ten (10) days any final judgment awarded to a lien claimant so as to prevent a foreclosure sale. Notwithstanding the foregoing, the Developer shall have the right to bond over any lien or obtain a title insurance endorsement in form and substance reasonably acceptable to the City in order to satisfy its obligations pursuant to this Section 12.


(a) If the Developer defaults in the performance of any material covenant, warranty, representation or obligation set forth in this Agreement, the City shall provide the Developer with a written statement setting forth the default of the Developer. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the Developer is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.
(b) If the Developer fails to cure any default after the expiration of the cure period described in subsection (a), the City may elect to terminate this Agreement or exercise any other right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay its debts, or the Developer makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for the Developer for the major part of its property, the City may elect, to the extent such election is permitted by law, but is not required, with or without notice of such election, to terminate this Agreement. In the case of an involuntary petition, action or proceeding for the adjudication as a bankrupt or for the appointment of a trustee or receiver as set forth above, the Developer shall have sixty (60) days after the service of such petition or pleading or the commencement of such action or proceeding within which to obtain a dismissal of such petition, pleading, action or proceeding.

(c) If the City defaults in the performance of any material covenant, warranty, representation or obligation set forth in this Agreement, the Developer shall provide the City with a written statement setting forth the default. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the City is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach. Notwithstanding the foregoing, the sole remedy of the Developer in the event of a breach of this Agreement shall be to institute legal action for specific performance or injunctive relief against the City. Under no circumstances shall the City have any liability for monetary damages, whether compensatory, punitive or otherwise, under this Agreement.

(d) Upon any dispute between the parties under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses incurred in contesting such dispute.

(e) It is hereby agreed by the Developer that no recourse for any claim under or upon any obligation contained in the Agreement shall be had against the City, its officers, agents, attorneys, representatives, or employees, in any amount in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement by the City.

Section 14. Cancellation. In the event that (i) the City or the Developer shall be
prohibited, in any material respect, from performing the covenants and agreements or enjoying rights and privileges herein contained by the final, non-appealable order of any court of competent jurisdiction or by any changes to the TIF Act, or (ii) all or any part of the TIF Act or any ordinance adopted by the City in connection with its Redevelopment Plan shall be declared invalid or unconstitutional by the final, non-appealable order of any court of competent jurisdiction and such declaration shall materially impair the ability of either party to perform its obligations under the Redevelopment Plan or the covenants and agreements or rights and privileges of either the City or the Developer under this Agreement, then the party so materially impaired may, at its election, cancel or terminate this Agreement by giving written notice thereof to the other party within sixty (60) days after such court order has been issued. However, the termination of this Agreement hereunder shall have no effect on any of the authorizations granted to the Developer for buildings permitted and under construction to the extent allowed by such order.

Section 15. Notices. All notices, demands, requests, consents, approvals or other communications required or permitted by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3rd) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested. The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals or other communications shall be sent.

If to the City: City of Dixon
Attn: City Manager
121 W. 2nd St.
Dixon, Illinois 61021

If to Developer: Dixon Land Group, LLC
Attn: Brett Paul
745 Mc Clintock Drive, Suite 110
Burr Ridge, Illinios 60527

Section 16. Time is of the Essence. Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party’s part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party (“Force Majeure”). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate the same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay,
which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Execution and delivery of this Agreement electronically (such as via PDR format or DocuSign) bearing the electronic signature of a party hereto shall constitute valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original documents.

Section 18. Severability. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 19. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Lee County, Illinois.

Section 20. Amendments. This Agreement (together with the Exhibits attached hereto) constitutes the entire agreement between the City and the Developer and supersedes all prior agreements, negotiations and discussions between them relating to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by all the parties or their permitted successors or assigns.

Section 21. Third Parties. Except as specifically set forth in this Agreement, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any rights of subrogation or action over or against any party.

Section 22. Waiver. Any party may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 23. Successors In Interest. The terms, conditions and covenants set forth in this Agreement or otherwise attaching by operation of law shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the City and the Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the Subject Property, including the Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder thereof; provided, however, that all such legal title holders shall remain liable after their ownership interest in the
Subject Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed. The rights of City to enforce this Agreement shall be applicable against any person or entity who is the legal titleholder of the Subject Property.

Section 24. Assignment. The Developer may assign its rights and obligations under this Agreement only with the prior written consent of the City, which consent shall not be unreasonably withheld provided the assignee demonstrates, to the reasonable satisfaction of City, sufficient creditworthiness and experience to undertake the Project. In no event shall an assignment of this Agreement relieve the assignor of any liabilities or obligations which accrued prior to the date of assignment but remain unsatisfied or unperformed.

Section 25. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, nor any actions of the parties, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

Section 26. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member of the Corporate Authorities or any official, officer, agent, employee or attorney of the City, in his or her individual capacity. No official, officer, agent, employee or attorney of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement.

Section 27. Signs. The City, at the City’s sole cost and expense, may erect a sign of reasonable size and style in a location on the Subject Property reasonably acceptable to Developer during the development of the Project indicating that the City provided economic development incentives to assist the Project. Such sign shall be removed by the City prior to the opening for business at the Project.

Section 28. Designated Representatives. Unless applicable documents or procedures require action by the Developer in a different manner, the Developer hereby designates Brett Paul as its authorized representative, who shall individually have the authority to make or grant supplemental agreements, certifications, requests, demands, approvals, consents, notices and other actions, and do all things required or described in this Agreement, for and on behalf of the Developer and with the effect of binding the Developer in connection therewith.

Section 29. Effective Date. This Agreement shall be effective on the latter of (i) the day on which this Agreement is authorized for execution pursuant to duly enacted City proceedings authorizing the execution of and adoption of this Agreement and (ii) the execution and delivery of this Agreement by each party hereto (the “Effective Date”).

Section 30. Excess or Insufficient Payments. If the City or the Developer determines that any amount actually paid to the Developer pursuant to this Agreement is in excess of the amount actually due to the Developer, said party shall then immediately notify the other party of any error and of the amount of any overpayment. The amount of any overpayment to the
Developer shall be subtracted from the next succeeding payment to be made by the City to the Developer until such time as the entire amount of the overpayment to the Developer has been repaid. In the event that there are insufficient succeeding payments by which the City can be reimbursed in full for the amount of the overpayment, then the Developer shall, upon demand, pay to the City within thirty (30) days following the demand, the remaining balance of said overpayment. In the event that the City or Developer determines that any amount actually paid to Developer pursuant to this Agreement is less than the amount actually due Developer, the City shall promptly make any appropriate adjustment to rectify such error.

Section 31. TIF Annual Report. The Developer shall reasonably cooperate with requests for information from the City in furtherance of the City’s obligation to report to the State Comptroller and all taxing districts overlapping the Redevelopment Project Area pursuant to Section 11-74.4-5(d) of the TIF Act. In connection therewith, the Developer shall provide to the City, within ten (10) days of request for the same, the information requested pursuant to said statute to the extent such information is reasonably within the knowledge, possession or control of the Developer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Dixon, Illinois.

CITY OF DIXON, an Illinois municipal corporation

_________________________________
Mayor

Attest: __________________________
City Clerk

DIXON LAND GROUP, LLC, an Illinois limited liability company

By ____________________________
Its ____________________________
Exhibit A

Legal Description

LOT 6 IN DIXON GATEWAY SUBDIVISION, CITY OF DIXON, LEE COUNTY, ILLINOIS, ACCORDING TO THE FINAL PLAT OF THE RE-SUBDIVISION OF DIXON GATEWAY SUBDIVISION RECORDED AS DOCUMENT NO. 2022-0004398 WITH THE LEE COUNTY RECORDER.

COMMONLY KNOWN AS 1671 S. GALENA AVE., DIXON, ILLINOIS.
PIN 18-08-09-101-014.
The Project is planned as a multi-tenant strip mall which shall be rented to retail and commercial tenants, which are anticipated to include T-Mobile, Nails Salon, Jersey Mike’s and other tenants. The strip mall building will be approximately _______________ square feet.
Exhibit C

Form of Request for Reimbursement

Request for Reimbursement

[Date]

City of Dixon
Attention: City Manager
121 W. 2nd St.
Dixon, Illinois 61021

Re: Redevelopment Agreement (Strip Mall Project), dated ______________, 2024, by and between the City of Dixon, Illinois, and Dixon Land Group, LLC (the "Developer")

Dear City Manager:

You are requested to disburse funds from the Special Allocation Tax Fund of the Redevelopment Project Area pursuant to Section 3 of the Redevelopment Agreement described above, to the extent monies are available for such purpose, in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Request for Reimbursement No.: _______________________________________

2. Payment due to: ______________________________________________________

3. Amount to be disbursed: ______________________________________________

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs detailed in Schedule 1 attached to this Request for Reimbursement.

5. The undersigned certifies that:

(i) the amounts included in 3 above were necessary and made or incurred in accordance with the Redevelopment Agreement, the Applicable Laws and the plans, specifications and permits for the Project heretofore in effect;

(ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement represents a part of the funds due and payable for Redevelopment Project Costs;

(iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs, have not been included in any previous Request for Reimbursement or been previously reimbursed to the
Developer as Redevelopment Project Costs, have been properly recorded on the Developer's books and are set forth on the attached Schedule 1;

(iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and

(v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is Schedule 1, together with copies of invoices or bills of sale and Mechanic's Lien Waivers covering all items for which reimbursement is being requested, and an itemization of all Redevelopment Project Costs heretofore reimbursed to the Developer.

Date:___________________  Developer:

Dixon Land Group, LLC, an Illinois limited liability company

By_______________________________
Its_______________________________

Approved:_______________  City of Dixon, an Illinois municipal corporation

________________________________
Mayor

Attest:____________________________
City Clerk