

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
AGENDA

March 16, 2020

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 7:00 p.m.  
Mayor Chamberlain presiding.

(1) Roll Call:

(2) Pledge of Allegiance:  
Invocation:

(3) Public Comment: (Please register with the City Clerk):

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of  
March 2, 2020; as presented.

(5) Public Hearing:

(6) Special Messages and Proclamations:

(A) Boone County Health Department Presentation – 2019 Novel Coronavirus  
(B) Pam Lopez-Fettes – Growth Dimensions

(7) Approval of Expenditures: General & Special Fund Expenditures: \$1,263,419.18  
Water & Sewer Fund Expenditures: \$760,240.45

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime for February 2020.
- (B) Monthly Report of Belvidere Fire Department Overtime for February 2020.
- (C) Monthly Report of Community Development Department/Planning  
Department for February 2020.
- (D) Monthly Report of Building Department Revenues, Residential Building  
Permits and Case Reports for January and February 2020.
- (E) Monthly General Fund Report for February 2020.
- (F) Monthly Water/Sewer Fund Report February 2020.
- (G) Monthly Treasurer Report for February 2020.
- (H) Minutes of Committee of the Whole – Building, Planning and Zoning and  
Public Works of March 9, 2020.

(9) Unfinished Business:

- (A) Motion to approve city attorney drafting an ordinance for gas use tax and an agreement with NICOR to collect tax. Tabled October 7, 2019.
- (B) Ord. #485H – 2<sup>nd</sup> Reading: An Ordinance Amending Section 98-12 of the City of Belvidere Municipal Code (Sidewalk Café).

(10) New Business:

- (A) Ord. #486H – 1<sup>st</sup> Reading: An Ordinance Budgeting for all corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2020 and ending May 1, 2021.
- (B) Ord. #487H - 1<sup>st</sup> Reading: An Ordinance Amending Section 110-92, Yield Intersections, of the City of Belvidere Municipal Code to add Garfield Ave. at West 3<sup>rd</sup> Street as Two Way Yield.
- (C) Ord. #488H – 1<sup>st</sup> Reading: An Ordinance Amending Chapter 106, of the City of Belvidere Municipal Code to Add a New Article X, Municipal Gas Use Tax and Authorizing A Collection Agreement with Nicor Gas Company.
- (D) Res.#2108-2020 – A Resolution Authorizing the Execution of An Agreement between the City of Belvidere and Azavar Audit Solutions, Inc.
- (E) Res. #2109-2020 – A Resolution Authorizing the Execution of An Agreement Between the City of Belvidere and Tyler Technologies for Implementation of a Cloud Based Financial Software.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of March 9, 2020.

Motions of Public Works – Chairman Freeman:

- (A) Motion to approve the proposal from TRC, in the amount of \$40,100.00 for the 2020 Landfill #2 Annual Services. This work is included in the proposed Landfill budget, account number 01-5-335-7900.
- (B) Motion to enter into an agreement with Lakeland Biologists for the 2020 Farmington Ponds Maintenance Program at an estimated cost of \$15,402.00. This work will be paid for from the Farmington Ponds Special Service Areas.
- (C) Motion to approve the low bid from Globe Construction, in the amount of \$46,415.00, for the City's annual sidewalk program. The unit prices are \$8.37/sf for removal and replacement of 4" sidewalk and \$7.50/sf for removal and replacement of 6" sidewalk. This work will be paid for from Line Item #01-5-310-6003.

- (D) Motion to approve the low bid from Langton Group, in the amount of \$285.00 per mowing, for the mowing of Water Department Sites. This work will be paid from Water Department Line Item #61-5-810-6040.

Motion to approve the low bid from Lawn Maintenance Services, in the amount \$520.00 per mowing, for the mowing of the Public Works Sites. This work will be paid from Street Department Line Item #01-5-310-6002.

Motion by to approve the low bid from LawnCare by Walter, in the amount of \$225.00 per mowing, for the Farmington Ponds. This work will be paid from the Farmington Pond Maintenance Fund.

- (E) Motion to approve the low bid from Area Services, in the amount of \$23,705.00, for the 2020 Landscape Maintenance Program. This work will be paid for from the Street Department Line Items #05-1-5-310-6002 and #01-5-310-6826.
- (F) Motion to approve the low bid from “Trees “R” Us, in the amount of \$54,600.00, for tree work from May 1, 2020 to April 30, 2021 for the City of Belvidere. This work will be paid for from Forestry Funds.

Motions of Finance & Personnel – Chairman Ratcliffe:

- (G) Motion to approve the appointment of Don Banks to the Community Building Complex Committee.
- (H) Motion to approve the appointment of Natalie Mulhall to the Belvidere Planning and Zoning Commission.

Motions of Public Safety – Chairman Crawford:

- (I) Motion to approve the proposal from L5 Dryall in the amount of \$12,525.00 for drywalling at Fire Station 1 upstairs remodel. This cost of work will be paid for from the building repair/maintenance line item #01-5-220-6010.

(11) Adjournment:

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
MINUTES

Date: March 2, 2020

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere Illinois  
at 7:00 p.m.

Call to order by Mayor Chamberlain.

(1) Roll Call: Present: D. Arevalo, R. Brereton, W. Frank, M. Freeman,  
M. McGee, T. Porter, T. Ratcliffe, D. Snow  
and C. Stevens.  
Absent: G. Crawford

Other staff members in attendance:

Budget and Finance Director Becky Tobin, Director of Buildings Kip Countryman,  
Public Works Director Brent Anderson, City Treasurer Cory Thornton, Community  
Development Planner Gina DelRose Fire Chief Al Hyser, Police Chief Shane Woody,  
City Attorney Mike Drella and City Clerk Sarah Turnipseed.

(2) Pledge of Allegiance:  
Invocation:

(3) Public Comment:

(A) Andy Racz announced he has tickets for sale for the annual dinner  
Benefitting the Keenage Age Center – Spring is in the Air.

(B) Jeff Carlisle spoke on Budgeting for Overtime.

(C) The following individuals spoke on police activities in light of Channel 13  
recent investigative report:

Police Chief Shane Woody;  
Antonio Sanchez;  
Paul Ainley;  
Ryan Curry;  
John Matschke;  
Anna Rogers;  
Alderman Marsha Freeman.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of  
February 17, 2020; as presented.

Belvidere City Council  
March 2, 2020

Motion by Ald. Porter, 2<sup>nd</sup> by Ald. Snow to approve the minutes of the regular meeting of the Belvidere City Council of February 17, 2020. Roll Call Vote: 9/0 in favor. Ayes: Arevalo, Brereton, Frank, Freeman, McGee, Porter, Ratcliffe, Snow and Stevens. Nays: None. Motion carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations: None.

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Minutes of Committee of the Whole – Public Safety and Finance and Personnel of February 24, 2020.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. MGee to approve the minutes of Committee of the Whole – Public Safety and Finance and Personnel of February 24, 2020. Roll Call Vote: 9/0 in favor. Ayes: Brereton, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens and Arevalo. Nays: None. Motion carried.

(9) Unfinished Business:

(A) Ord. #484H – 2<sup>nd</sup> Reading: An Ordinance Amending Article II, Trees and Shrubs of Chapter 118, Vegetation of the City of Belvidere Municipal Code.

Motion by Ald. Arevalo, 2<sup>nd</sup> by Ald. Porter to pass Ord. #484H. Roll Call Vote: 9/0 in favor. Ayes: Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, and Brereton. Nays: None. Motion carried.

(B) Motion to approve City Attorney drafting an ordinance for gas use tax and an agreement with NICOR to collect tax. Tabled October 7, 2019

(10) New Business:

(A) Ord. #485H – 1<sup>st</sup> Reading: An Ordinance Amending Section 98-12 of the City of Belvidere Municipal Code.

Let the record show Ordinance #485H was placed on file for first reading.

(B) Resolution # 2106-2020 – A Resolution Authorizing the Execution of a Sub-Grant Agreement with the Region 1 Planning Council for Census Funding.

Belvidere City Council  
March 2, 2020

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Porter to adopt Resolution # 2106-2020. Roll Call Vote: 9/0 in favor. Ayes: Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton and Frank.

Motions forwarded from Committee of the Whole – Public Safety and Finance and Personnel of February 24, 2020.

(A) Motion to authorize the purchase of four (4) Motorola Starcom 21 APX 4000 7/800 MHZ Model 2 Portable Radios at \$3, 695.95 each; for a total cost of \$14,783.80 using funds budgeted in the Equipment Line Item #01-5-210-8200 for the purchase of portable radios. Roll Call Vote: 9/0 in favor. Ayes: McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Frank and Freeman. Nays: None. Motion carried.

(B) Motion to approve the proposal from C&H Builders, Inc. in the amount of \$22,325.54 for remodel of main bathroom at Fire Station #2. The cost of this work will be paid for from Fire Department 2% Fund in the amount of \$12,325.54; and Capital Fund in the amount of \$10,000.00. Roll Call Vote: 9/0 in favor. Ayes: Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Frank, Freeman and McGee. Nays: None. Motion carried.

(C) Motion to approve the proposal from Advanced Heating & Air, Inc. in the amount of \$4,850.00 for remodeling the upstairs administration side of Fire Station 1. The cost of this work will be paid for from Fire Building Repair/Maintenance line item #01-5-220-6010. Roll Call Vote: 9/0 in favor. Ayes: Ratcliffe, Snow, Stevens, Arevalo, Brereton, Frank, Freeman, McGee and Porter. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. McGee, 2<sup>nd</sup> by Ald. Porter to adjourn meeting at 7:54p.m. Aye voice vote carried. Motion carried.

\_\_\_\_\_  
Mayor

Attest:

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

Bills Payable Summary  
DATE OF PAYABLES

March 16, 2020

|                                |                |
|--------------------------------|----------------|
| General Fund                   | \$1,190,881.75 |
| Envision Healthcare (JE)       | \$10,478.65    |
| Special Funds:                 |                |
| Farmington Ponds SSA#2         | \$44.13        |
| Farmington Ponds SSA#3         | \$50.06        |
| Capital                        | \$24,711.18    |
| TIF                            | \$8,007.14     |
| MFT                            | \$29,246.27    |
| Total General & Special Funds: | \$1,263,419.18 |
| Water & Sewer:                 | \$760,240.45   |
| Total of all Funds             | \$2,023,659.63 |

Police Dept. Overtime Report

02/01/2020

02/29/2020

| Payroll Name            | Pay Date   | Overtime Hours Total | Overtime Earnings Total |
|-------------------------|------------|----------------------|-------------------------|
| Ball, Michael H         | 02/07/2020 | 6.00                 | \$382.69                |
| Ball, Michael H         | 02/21/2020 | 7.00                 | \$446.47                |
| Berillo, Ethan C        | 02/07/2020 | 15.00                | \$727.96                |
| Berillo, Ethan C        | 02/21/2020 | 10.00                | \$485.31                |
| Bird, David M           | 02/07/2020 | 6.00                 | \$341.69                |
| Bird, David M           | 02/21/2020 | 3.00                 | \$170.84                |
| Blankenship, Timothy    | 02/21/2020 | 6.50                 | \$370.16                |
| Brox, Kc N              | 02/07/2020 | 2.00                 | \$100.76                |
| Brox, Kc N              | 02/21/2020 | 4.00                 | \$201.52                |
| Danielak, Joseph W      | 02/07/2020 | 8.00                 | \$344.13                |
| Danielak, Joseph W      | 02/21/2020 | 6.00                 | \$258.09                |
| Delavan, Thomas S       | 02/07/2020 | 3.00                 | \$170.84                |
| Delavan, Thomas S       | 02/21/2020 | 16.50                | \$939.64                |
| Derry, Paul D           | 02/07/2020 | 6.00                 | \$341.69                |
| Derry, Paul D           | 02/21/2020 | 4.00                 | \$227.79                |
| Garcia, Christopher R   | 02/07/2020 | 1.00                 | \$43.02                 |
| Garcia, Christopher R   | 02/21/2020 | 8.00                 | \$344.13                |
| Jones, Thomas S         | 02/07/2020 | 1.00                 | \$56.95                 |
| Jones, Thomas S         | 02/21/2020 | 4.50                 | \$256.27                |
| King, Paul M            | 02/07/2020 | 6.00                 | \$341.69                |
| Korn, Matthew D         | 02/21/2020 | 15.00                | \$645.23                |
| Kozlowski, Robert E     | 02/07/2020 | 30.50                | \$1,736.91              |
| Kozlowski, Robert E     | 02/21/2020 | 1.50                 | \$85.42                 |
| Parker, Brandon C       | 02/07/2020 | 5.00                 | \$284.74                |
| Parker, Brandon C       | 02/21/2020 | 19.00                | \$1,082.01              |
| Polnow, Shane M         | 02/21/2020 | .50                  | \$31.89                 |
| Reese, Zachary C        | 02/07/2020 | 5.00                 | \$215.08                |
| Reese, Zachary C        | 02/21/2020 | 27.00                | \$1,161.42              |
| Smaha, Daniel S         | 02/07/2020 | 11.00                | \$701.59                |
| Smaha, Daniel S         | 02/21/2020 | 4.00                 | \$255.12                |
| Washburn, Christopher T | 02/07/2020 | 7.00                 | \$446.47                |
| Zapf, Richard M         | 02/21/2020 | 5.50                 | \$266.92                |
| <b>Total</b>            |            | <b>254.50</b>        | <b>\$13,464.44</b>      |



FIRE DEPARTMENT OVERTIME REPORT  
 02/01/2020  
 02/29/2020

| Payroll Name              | Pay Date   | Overtime Hours Total | Overtime Earnings Total |
|---------------------------|------------|----------------------|-------------------------|
| Beck, Mark E              | 02/07/2020 | 9.75                 | \$385.54                |
| Beck, Mark E              | 02/12/2020 | 5.50                 | \$217.48                |
| Burdick, David            | 02/07/2020 | 11.50                | \$545.69                |
| Cunningham, Chad          | 02/07/2020 | 2.50                 | \$113.69                |
| Drall, Daniel C           | 02/12/2020 | .25                  | \$9.89                  |
| Elwanger, Adam A          | 02/07/2020 | 4.50                 | \$148.59                |
| Eber, Joseph D            | 02/07/2020 | 24.00                | \$695.73                |
| Eber, Joseph D            | 02/12/2020 | 24.00                | \$695.73                |
| Heiser, Bradley D         | 02/07/2020 | 9.50                 | \$312.14                |
| Letourneau, Christopher R | 02/07/2020 | 8.00                 | \$362.01                |
| Letourneau, Christopher R | 02/12/2020 | 4.25                 | \$192.32                |
| Mead, Stephen C           | 02/07/2020 | 5.00                 | \$150.19                |
| Mead, Stephen C           | 02/12/2020 | 4.00                 | \$120.15                |
| Oates, Joshua             | 02/07/2020 | 5.00                 | \$195.77                |
| Oates, Joshua             | 02/12/2020 | 3.00                 | \$117.46                |
| Pavlatos, Gregory R       | 02/07/2020 | 5.00                 | \$172.88                |
| Pavlatos, Gregory R       | 02/12/2020 | 3.00                 | \$103.73                |
| Schadle, Shawn W          | 02/07/2020 | 17.00                | \$806.67                |
| Schadle, Shawn W          | 02/12/2020 | 9.00                 | \$427.06                |
| Swanson, Jason            | 02/07/2020 | 2.50                 | \$113.69                |
| Swanson, Jason            | 02/12/2020 | 2.00                 | \$90.95                 |
| Tangye, Travis N          | 02/07/2020 | 11.75                | \$387.98                |
| Vaughan, Jeffery C        | 02/07/2020 | 2.25                 | \$88.97                 |
| Winnie, Todd J            | 02/07/2020 | 12.00                | \$364.05                |
| Winnie, Todd J            | 02/12/2020 | 2.00                 | \$60.67                 |
| Zumbragel, Mark           | 02/07/2020 | 4.00                 | \$189.80                |
| Zumbragel, Mark           | 02/12/2020 | 4.25                 | \$201.67                |
| Totals:                   |            | 195.50               | \$7,270.50              |

# BELVIDERE

## Community Development Department Planning Department

401 Whitney Boulevard, Suite 300, Belvidere, Illinois, 61008 (815) 547-7177 FAX (815) 547-0789

### February 2020 Monthly Report

| Number  | Project                                     | Description   | Processed              |
|---|---|---|------------------------|
| <b>Belvidere Projects</b>                       |   |   |                        |
| 0   | Cases: February                             | none  |                        |
| 0   | Cases: March                                | none  |                        |
| 1   | Cases: April                                | Southtown Ventures, LLC, SU, 435 Southtowne Drive   | 2/28/2020              |
| 2   | Annexation                                  | Plote, 4654 Townhall Road<br>Plote, Irene Rd and US Route 20  |                        |
| 0   | Temporary Uses                              | None  |                        |
| 0   | Site Plans (New/Revised)                    | none  |                        |
| 0   | Final Inspection                            | None  |                        |
| 2   | Downtown Overlay Review                     | Gomez Taco, 217 S. State Street<br>B-Town Cooperative, 209 N. Sate Street                             | 2/10/2020<br>2/10/2020 |
| 2   | <b>Prepared Zoning Verification Letters</b> | 214-216 W. Lincoln Avenue<br>521 E. Madison Street  | 2/3/2020<br>2/27/2020  |
| 0   | <b>Issued Address Letters</b>               | None  |                        |
|   | Belvidere Historic Preservation Commission  | The Commission held a successful fundraiser for the Historic Property Maintenance Grant.              |                        |
|   | Heritage Days                               | Staff continues to communicate with vendors and partnering agencies regarding the 2020 Heritage Days. |                        |
|   | Hometown Christmas Buchanan Street Strolls  | None<br>Staff has been communicating with vendors and musical acts for the 2020 Strolls season.       |                        |
| <b>Poplar Grove Projects</b>                    |   |   |                        |
| 0   | Cases: February                             | None  |                        |
| 2   | Cases: March                                | Countryside Liquor, SU, 13525 IL Route 76<br>Village of Poplar Grove, VAR, Olson Woods                | 2/26/2020<br>2/27/2020 |
| 0   | <b>Issued Address Letters</b>               | None  |                        |
| 0   | <b>Prepared Zoning Verification Letters</b> | None  |                        |
| <b>Scanned Plats: E-mail, Print and/or Burn</b> |   |   |                        |
| 3   | Recorder's Office                           |   |                        |
| 0   | Other Department                            | None  |                        |
| 0   | General Public                              | None  |                        |

## Planning Monthly Report Cont.

### Census

Staff continued working with Region1 Planning Council regarding the census grant and has been communicating with partnering agencies regarding outreach efforts and assistance.

### Planning Department Current Duties

Close out completed planning case files

Respond to all FOIA requests

Work with 911, Fire Department and Post Office to verify all addresses in the City

Assist Growth Dimensions with requested data

Meetings and phone calls with developers regarding potential development

Phone calls/walk-ins for questions regarding zoning, floodplain, development, etc.

Prepare minutes, agendas and packets for various committees, commissions and boards

Prepare deposits and purchase orders for bill payments

\*\*\* Began working with Region 1 Planning Council on the Comprehensive Plan



# City of Belvidere

## Building Department Revenues



January & February 2020

|  |    |                |
|--|----|----------------|
| Total Permits Issued                                   | 40 |                |
| Total Value of Construction                            |    | \$2,149,924.00 |
| Building Fees  | 39 | \$13,763.58    |
| Electric Permit Fees                                   | 15 | \$589.10       |
| Plumbing Permit Fees                                   | 1  | \$495.00       |
| HVAC Permit Fees                                       | 4  | \$169.70       |
| Insulation Permit Fees                                 | 2  | \$20.00        |
| Plan Review Fees                                       | 5  | \$4,674.09     |
| Zoning Review Fees                                     | 9  | \$205.00       |
| Pool Permit Fees                                       | 0  | \$0.00         |
| Sign Permit Fees                                       | 6  | \$635.00       |
| Fence Permit Fees                                      | 2  | \$45.00        |
| SW, DW, & GR Fees                                      | 0  | \$0.00         |
| Reinspection/Misc                                      | 0  | \$0.00         |
| Total Permit Income                                    |    | \$20,596.47    |
| Enterprise Zone Discount                               | 0  | \$12,767.14    |
| Total Permit Fees                                      |    | \$33,363.61    |
| <b>Break Down of Commercial vs. Residential Income</b> |    |                |
| Commercial / Industrial Income                         | 13 | \$15,939.64    |
| Residential Income                                     | 27 | \$4,656.83     |
| <b>Value</b>   |    |                |
| Multi Family   | 0  | \$0.00         |
| Single Family Residence                                | 0  | \$0.00         |
| Commercial / Industrial                                | 13 | \$1,850,035.00 |
| Other Residential                                      | 27 | \$299,889.00   |

January February 2020 Building Permits Report

| Permit #  | Date     | Street # of Street Name | Zone | Dist. | Value          | Construction Type       | Building Fee | Electric Fee | Plumbing Fee | HVAC Fee | ISF Fee | Review Fee | Spinning Fee | Sign Fee | Fence Fee | Fire | SEIZON | Sanitary Paid | EE Account | Total Fee   | Total Deposit |             |
|-----------|----------|-------------------------|------|-------|----------------|-------------------------|--------------|--------------|--------------|----------|---------|------------|--------------|----------|-----------|------|--------|---------------|------------|-------------|---------------|-------------|
| 2020-0013 | 01/16/20 | 1105 N State St         | CB   | CB    | \$7,000.00     | int hood/door           | \$195.00     | \$50.00      |              |          |         |            |              |          |           |      |        |               |            | \$172.50    | \$417.50      | \$417.50    |
| 2019-0123 | 02/05/20 | 140 N State St          | CB   | CB    | \$19,000.00    | sign                    | \$25.00      |              |              |          |         |            | \$25.00      | \$60.00  |           |      |        |               |            | \$110.00    | \$110.00      | \$110.00    |
| 2020-0030 | 02/11/20 | 217 S State St          | CB   | CB    | \$1,000.00     | sign                    | \$25.00      |              |              |          |         |            | \$25.00      | \$60.00  |           |      |        |               |            | \$110.00    | \$110.00      | \$110.00    |
| 2020-0020 | 02/03/20 | 596 N Appleton          | GB   | GB    | \$7,000.00     | addng                   | \$165.00     |              |              |          |         |            |              |          |           |      |        |               |            | \$165.00    | \$165.00      | \$165.00    |
| 2020-0025 | 02/05/20 | 774 Belmont Rd          | GB   | GB    | \$4,500.00     | light                   | \$25.00      |              |              |          |         |            | \$25.00      | \$60.00  |           |      |        |               |            | \$110.00    | \$110.00      | \$110.00    |
| 2020-0038 | 02/18/20 | 1943 State St           | GB   | GB    | \$5,000.00     | plumbg upgr             | \$25.00      |              |              |          |         |            | \$25.00      | \$60.00  |           |      |        |               |            | \$25.00     | \$25.00       | \$25.00     |
| 2020-0036 | 02/19/20 | 1464 N State            | GB   | GB    | \$3,800.00     | signs                   | \$25.00      | \$25.00      |              |          |         |            | \$25.00      | \$95.00  |           |      |        |               |            | \$170.00    | \$170.00      | \$170.00    |
| 2020-0008 | 01/16/20 | 1140 S Appleton Rd      | GI   | GI    | \$75,000.00    | cell tower upgr 5G      | \$895.00     |              |              |          |         |            | \$25.00      | \$920.00 |           |      |        |               |            | \$920.00    | \$920.00      | \$920.00    |
| 2020-0010 | 01/23/20 | 112 Leonard Ct          | NB   | NB    | \$1,350.00     | Windows                 | \$165.00     |              |              |          |         |            | \$25.00      | \$165.00 |           |      |        |               |            | \$165.00    | \$165.00      | \$165.00    |
| 2019-0358 | 01/29/20 | 1725 S State            | NB   | NB    | \$11,000.00    | 3 new signs             | \$25.00      |              |              |          |         |            | \$25.00      | \$180.00 |           |      |        |               |            | \$230.00    | \$230.00      | \$230.00    |
| 2019-0153 | 01/09/20 | 2101 Gateway Cir Dr     | PB   | PB    | \$1,663,285.00 | comm remodel            | \$4,468.99   | \$12.50      | \$90.00      |          |         |            | \$4,255.71   | \$0.00   |           |      |        |               |            | \$12,767.14 | \$12,767.14   | \$25,534.28 |
| 2019-0360 | 01/09/20 | 2101 Gateway Cir Dr     | PB   | PB    | \$20,800.00    | fire suppression        | \$25.00      |              |              |          |         |            |              | \$25.00  |           |      |        |               |            | \$50.00     | \$50.00       | \$50.00     |
| 2019-0302 | 01/31/20 | 1912 Gateway Cir        | PB   | PB    | \$30,000.00    | 3 Bldg Signs            | \$25.00      |              |              |          |         |            |              | \$25.00  | \$180.00  |      |        |               |            | \$230.00    | \$230.00      | \$230.00    |
| 2020-0027 | 02/11/20 | 712 Turnberg Ct         | SB   | SB    | \$30,876.00    | solar panels            | \$25.00      | \$50.00      |              |          |         |            |              |          |           |      |        |               |            | \$75.00     | \$75.00       | \$75.00     |
| 2020-0011 | 01/16/20 | 1512 Conlin             | SR4  | SR4   | \$4,000.00     | basement window         | \$95.00      |              |              |          |         |            |              |          |           |      |        |               |            | \$95.00     | \$95.00       | \$95.00     |
| 2020-0034 | 02/17/20 | 1998 Derby Ln           | SR4  | SR4   | \$13,310.00    | basement w elect        | \$234.65     | \$25.00      | \$14.70      |          |         |            |              |          |           |      |        |               |            | \$285.23    | \$285.23      | \$285.23    |
| 2020-0043 | 02/24/20 | 2704 Clinns Ford        | SR4  | SR4   | \$4,185.00     | patio door              | \$110.00     |              |              |          |         |            |              |          |           |      |        |               |            | \$110.00    | \$110.00      | \$110.00    |
| 2020-0001 | 01/06/20 | 531 E Locust St         | SR6  | SR6   | \$7,500.00     | electric w/c            | \$0.00       | \$0.00       |              |          |         |            |              |          |           |      |        |               |            | \$0.00      | \$0.00        | \$0.00      |
| 2020-0002 | 01/07/20 | 1214 9th Ave            | SR6  | SR6   | \$9,700.00     | solar panels            | \$25.00      | \$50.00      |              |          |         |            |              |          |           |      |        |               |            | \$75.00     | \$75.00       | \$75.00     |
| 2020-0004 | 01/15/20 | 422 Glenwood Dr         | SR6  | SR6   | \$5,450.00     | windows                 | \$125.00     |              |              |          |         |            |              |          |           |      |        |               |            | \$125.00    | \$125.00      | \$125.00    |
| 2020-0006 | 01/15/20 | 604 E Jackson St        | SR6  | SR6   | \$2,207.00     | windows                 | \$80.00      |              |              |          |         |            |              |          |           |      |        |               |            | \$80.00     | \$80.00       | \$80.00     |
| 2020-0007 | 01/15/20 | 801 Madchewy            | SR6  | SR6   | \$5,870.00     | windows                 | \$125.00     |              |              |          |         |            |              |          |           |      |        |               |            | \$125.00    | \$125.00      | \$125.00    |
| 2020-0012 | 01/21/20 | 1021 W 10th St          | SR6  | SR6   | \$6,000.00     | Fence B wood            | \$25.00      |              |              |          |         |            |              |          |           |      |        |               |            | \$25.00     | \$25.00       | \$25.00     |
| 2020-0013 | 01/24/20 | 1210 E Madison          | SR6  | SR6   | \$50,000.00    | Remodel Home            | \$795.00     | \$25.00      |              |          |         |            |              |          |           |      |        |               |            | \$840.00    | \$840.00      | \$840.00    |
| 2020-0014 | 01/24/20 | 2022 Sawyer             | SR6  | SR6   | \$25,575.00    | Solar                   | \$25.00      | \$50.00      |              |          |         |            |              |          |           |      |        |               |            | \$75.00     | \$75.00       | \$75.00     |
| 2020-0015 | 01/24/20 | 824 N Mill              | SR6  | SR6   | \$25,000.00    | Remodel Home            | \$410.00     | \$25.00      |              |          |         |            |              |          |           |      |        |               |            | \$435.00    | \$435.00      | \$435.00    |
| 2020-0017 | 01/31/20 | 433 Lynne               | SR6  | SR6   | \$5,400.00     | Tear off / re roof      | \$125.00     |              |              |          |         |            |              |          |           |      |        |               |            | \$125.00    | \$125.00      | \$125.00    |
| 2020-0018 | 02/04/20 | 1213 Parsons Pkwy       | SR6  | SR6   | \$5,000.00     | windows                 | \$110.00     |              |              |          |         |            |              |          |           |      |        |               |            | \$110.00    | \$110.00      | \$110.00    |
| 2020-0028 | 02/05/20 | 800 5th Ave             | SR6  | SR6   | \$50.00        | ext light side entr     | \$25.00      | \$50.00      |              |          |         |            |              |          |           |      |        |               |            | \$75.00     | \$75.00       | \$75.00     |
| 2020-0029 | 02/06/20 | 633 Whitewy Blvd        | SR6  | SR6   | \$14,000.00    | duplex renov            | \$65.00      | \$51.60      | \$60.00      |          |         |            |              |          |           |      |        |               |            | \$286.60    | \$286.60      | \$286.60    |
| 2020-0031 | 02/11/20 | 923 Sullivan            | SR6  | SR6   | \$1,000.00     | electr upgrade          | \$25.00      | \$50.00      |              |          |         |            |              |          |           |      |        |               |            | \$75.00     | \$75.00       | \$75.00     |
| 2020-0021 | 02/13/20 | 800 5th Ave             | SR6  | SR6   | \$2,500.00     | tenant buildout kitchen | \$170.00     | \$25.00      | \$65.00      | \$10.00  |         |            |              |          |           |      |        |               |            | \$405.00    | \$405.00      | \$405.00    |
| 2020-0033 | 02/13/20 | 921 E Lincoln Ave       | SR6  | SR6   | \$6,600.00     | tear-off re roof        | \$140.00     |              |              |          |         |            |              |          |           |      |        |               |            | \$140.00    | \$140.00      | \$140.00    |

January February 2020 Building Permits Report

| Permit #  | Date     | Sheet # of | Street Name  | Zone | Value          | Commodity Type   | Building Fee | Electric Fee | Plumbing Fee | HVAC Fee | ISS Fee | Review Fee | Zoning Fee | Sign Fee | Fence Fee | Fee    | SWADBY | Amount Paid | EZ Discount | Total Fee   | Total Deposit |
|-----------|----------|------------|--------------|------|----------------|------------------|--------------|--------------|--------------|----------|---------|------------|------------|----------|-----------|--------|--------|-------------|-------------|-------------|---------------|
| 2020-0032 | 02/14/20 | 158        | Marland Ct   | SR6  | \$10,560.00    | solar panels     | \$25.00      | \$50.00      |              |          |         |            |            |          |           |        |        | \$75.00     |             | \$75.00     | \$75.00       |
| 2020-0039 | 02/18/20 | 915        | Fremont St   | SR6  | \$6,300.00     | tear-off re-roof | \$140.00     |              |              |          |         |            |            |          |           |        |        | \$140.00    |             | \$140.00    | \$140.00      |
| 2020-0042 | 02/24/20 | 202        | Bacon Dr     | SR6  | \$3,654.00     | window           | \$95.00      |              |              |          |         |            |            |          |           |        |        | \$95.00     |             | \$95.00     | \$95.00       |
| 2020-0041 | 02/26/20 | 302        | Lynn Ln      | SR5  | \$7,000.00     | windows          | \$140.00     |              |              |          |         |            |            |          |           |        |        | \$140.00    |             | \$140.00    | \$140.00      |
| 2020-0045 | 02/26/20 | 322        | Van Buren St | SR6  | \$700.00       | fence w/o post   | \$50.00      |              |              |          |         |            | \$20.00    |          |           |        |        | \$90.00     |             | \$100.00    | \$100.00      |
| 2020-0046 | 02/27/20 | 514        | Highland     | SR6  | \$2,000.00     | tear-off re-roof | \$55.00      |              |              |          |         |            |            |          |           |        |        | \$55.00     |             | \$55.00     | \$55.00       |
| 2020-0016 | 01/30/20 | 1320       | Garfield     | SR-6 | \$45,352.00    | Solar            | \$435.00     | \$50.00      |              |          |         |            |            |          |           |        |        | \$485.00    |             | \$485.00    | \$485.00      |
|           |          |            |              |      | \$2,149,292.00 |                  | \$13,793.58  | \$58.10      | \$495.00     | \$169.70 | \$20.00 | \$4,674.09 | \$205.00   | \$53.00  | \$45.00   | \$0.00 |        | \$20,596.47 | \$12,767.14 | \$33,363.61 | \$20,596.47   |

Commercial Permits January February 2020

| Permit     | Date     | #    | Dir | Street Name    | Zone | Value                 | Construction       | Building           | Electric       | Plumbing        | HVAC           | INSL          | Review            | Zone            | Sign            | Fence         | SW&DW         | Paid               | EZ Discount        | Total Fee          | Total Dep          |
|------------|----------|------|-----|----------------|------|-----------------------|--------------------|--------------------|----------------|-----------------|----------------|---------------|-------------------|-----------------|-----------------|---------------|---------------|--------------------|--------------------|--------------------|--------------------|
| 2020-0003  | 01/16/20 | 1105 | N   | State St       | CB   | \$7,000.00            | Int building       | \$185.00           | \$50.00        |                 |                |               | \$172.50          |                 |                 |               |               | \$417.50           |                    | \$417.50           | \$417.50           |
| 2019-0123  | 02/05/20 | 140  | N   | State St       | CB   | \$10,000.00           | sign               | \$25.00            |                |                 |                |               |                   | \$35.00         | \$60.00         |               |               | \$110.00           |                    | \$110.00           | \$110.00           |
| 2020-0030  | 02/11/20 | 217  | S   | State St       | CB   | \$1,000.00            | sign               | \$25.00            |                |                 |                |               |                   | \$25.00         | \$60.00         |               |               | \$110.00           |                    | \$110.00           | \$110.00           |
| 20-20-0020 | 02/03/20 | 596  | N   | Appleton       | GB   | \$7,000.00            | addng              | \$165.00           |                |                 |                |               |                   |                 |                 |               |               | \$165.00           |                    | \$165.00           | \$165.00           |
| 2020-0025  | 02/05/20 | 774  | N   | Belden Rd      | GB   | \$4,500.00            | signs              | \$25.00            |                |                 |                |               |                   | \$25.00         | \$60.00         |               |               | \$110.00           |                    | \$110.00           | \$110.00           |
| 2020-0098  | 02/18/20 | 1943 | N   | State St       | GB   | \$5,000.00            | plumbing upgr      | \$25.00            |                |                 |                |               |                   | \$25.00         |                 |               |               | \$25.00            |                    | \$25.00            | \$25.00            |
| 2020-0008  | 02/19/20 | 1464 | S   | State          | GB   | \$3,900.00            | signs              | \$885.00           | \$25.00        |                 |                |               |                   | \$25.00         | \$95.00         |               |               | \$920.00           |                    | \$920.00           | \$920.00           |
| 2020-0008  | 01/16/20 | 1140 | S   | Appleton Rd    | GI   | \$75,000.00           | cell tower upgr/5G | \$885.00           |                |                 |                |               |                   | \$25.00         |                 |               |               | \$920.00           |                    | \$920.00           | \$920.00           |
| 20-20-0010 | 01/29/20 | 112  | N   | Leonard Ct     | NB   | \$1,950.00            | Windows            | \$165.00           |                |                 |                |               |                   | \$25.00         |                 |               |               | \$230.00           |                    | \$230.00           | \$230.00           |
| 20-19-0358 | 01/29/20 | 1725 | S   | State          | NB   | \$11,000.00           | 3 new signs        | \$25.00            |                |                 |                |               |                   | \$25.00         | \$180.00        |               |               | \$230.00           |                    | \$230.00           | \$230.00           |
| 2019-0153  | 01/09/20 | 2101 |     | Gateway Ctr Dr | PB   | \$1,663,285.00        | comm remodel       | \$8,468.83         | \$12.50        | \$495.00        | \$98.00        |               | \$4,285.71        | \$0.00          |                 |               |               | \$12,767.14        | 12767.14           | \$25,594.28        | \$12,767.14        |
| 2019-0380  | 01/09/20 | 2101 |     | Gateway Ctr Dr | PB   | \$22,000.00           | fire suppression   | \$25.00            |                |                 |                |               |                   | \$25.00         |                 |               |               | \$520.00           |                    | \$520.00           | \$520.00           |
| 20-19-0002 | 01/31/20 | 1912 |     | Gateway Ctr    | PB   | \$30,000.00           | 3 Bldg Signs       | \$25.00            |                |                 |                |               |                   | \$25.00         | \$180.00        |               |               | \$230.00           |                    | \$230.00           | \$230.00           |
| <b>13</b>  |          |      |     |                |      | <b>\$1,850,035.00</b> |                    | <b>\$10,088.93</b> | <b>\$87.50</b> | <b>\$495.00</b> | <b>\$90.00</b> | <b>\$0.00</b> | <b>\$4,428.21</b> | <b>\$175.00</b> | <b>\$635.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$15,939.64</b> | <b>\$12,767.14</b> | <b>\$28,706.78</b> | <b>\$15,939.64</b> |

Enterprise Zone Discount Report January February 2020

| Permit #  | Date     | NO   | DIR | STREET        | ZONE | Value       | Construction | Building   | Electric | Plumbing | HVAC    | INSL    | REVV       | Zong    | Sign   | Fence  | SW&DW   | Paid        | EZ Discount | Total Fee   | Total Disp  |
|-----------|----------|------|-----|---------------|------|-------------|--------------|------------|----------|----------|---------|---------|------------|---------|--------|--------|---------|-------------|-------------|-------------|-------------|
| 2018-0153 | 01/03/20 | 2101 |     | Getaway Ct Dr | FB   | 1665385     | Comm Remodel | 8468.93    | \$12.50  | \$0.00   | \$39.00 | \$0.00  | \$4,255.71 | \$0.00  | \$0.00 | \$0.00 | \$72.50 | \$12,767.14 | \$12,767.14 | 25534.28    | 13767.14    |
| 1         |          |      |     |               |      | \$11,000.00 |              | \$1,581.72 | \$2.50   | \$0.00   | \$0.00  | \$20.00 | \$0.00     | \$12.50 | \$0.00 | \$0.00 | \$72.50 | \$12,767.14 | \$12,767.14 | \$25,534.28 | \$12,767.14 |



Residential Permits January February 2020

| Permit #    | Date      | Address | Dir | Street Name   | ZONE | Value        | Construction            | BLDG       | Electric | Plumbg  | HVAC     | INSL    | Review   | Zoning  | Fence   | SW&DW  | Total Fee  | Total Deposit |
|-------------|-----------|---------|-----|---------------|------|--------------|-------------------------|------------|----------|---------|----------|---------|----------|---------|---------|--------|------------|---------------|
| 2020-0027   | 2/11/2020 | 712     |     | Tunberg Ct    | SR3  | \$30,976.00  | solar panels            | \$25.00    | \$50.00  |         |          |         |          |         |         |        | \$75.00    | \$75.00       |
| 2020-0011   | 1/16/2020 | 1512    |     | Conlin        | SR4  | \$4,000.00   | basement window         | \$95.00    |          |         |          |         |          |         |         |        | \$95.00    | \$95.00       |
| 2020-0034   | 2/11/2020 | 1938    |     | Derby Ln      | SR4  | \$13,310.00  | basement w elect        | \$234.65   | \$25.00  |         | \$14.70  |         | \$10.88  |         |         |        | \$285.23   | \$285.23      |
| 2020-0043   | 2/24/2020 | 2704    |     | Climes Ford   | SR4  | \$4,185.00   | patio door              | \$110.00   |          |         |          |         |          |         |         |        | \$110.00   | \$110.00      |
| 2020-0001   | 1/6/2020  | 531     | E   | Locust St     | SR6  | \$7,500.00   | electric svc            | \$0.00     | \$0.00   |         |          |         |          |         |         |        | \$0.00     | \$0.00        |
| 2020-0002   | 1/7/2020  | 1214    |     | 9th Ave       | SR6  | \$9,700.00   | solar panels            | \$25.00    | \$50.00  |         |          |         |          |         |         |        | \$75.00    | \$75.00       |
| 2020-0004   | 1/15/2020 | 422     |     | Glenwood Dr   | SR6  | \$5,450.00   | windows                 | \$125.00   |          |         |          |         |          |         |         |        | \$125.00   | \$125.00      |
| 2020-0006   | 1/15/2020 | 604     | E   | Jackson St    | SR6  | \$2,207.00   | windows                 | \$80.00    |          |         |          |         |          |         |         |        | \$80.00    | \$80.00       |
| 2020-0007   | 1/15/2020 | 801     |     | Mackinley     | SR6  | \$5,870.00   | windows                 | \$125.00   |          |         |          |         |          |         |         |        | \$125.00   | \$125.00      |
| 2020-0012   | 1/23/2020 | 1021    | W   | 10th St.      | SR6  | \$6,000.00   | windows                 | \$75.00    |          |         |          |         |          | \$10.00 | \$15.00 |        | \$50.00    | \$50.00       |
| 2020-0013   | 1/24/2020 | 1210    | E   | Madison       | SR6  | \$50,000.00  | Fence 6' wood           | \$785.00   | \$25.00  |         |          |         |          |         |         |        | \$810.00   | \$810.00      |
| 2020-0014   | 1/24/2020 | 2022    |     | Sawyer        | SR6  | \$25,575.00  | Remodel Home            | \$25.00    | \$50.00  |         |          |         |          |         |         |        | \$75.00    | \$75.00       |
| 2020-0015   | 1/24/2020 | 824     | N   | Main          | SR6  | \$25,000.00  | Remodel Home            | \$410.00   | \$25.00  |         |          |         |          |         |         |        | \$435.00   | \$435.00      |
| 2020-0017   | 1/31/2020 | 433     |     | Lynne         | SR6  | \$5,400.00   | Tear off / re roof      | \$125.00   |          |         |          |         |          |         |         |        | \$125.00   | \$125.00      |
| 2020-0018   | 2/4/2020  | 1213    |     | Perrsons Pkwy | SR6  | \$5,000.00   | windows                 | \$110.00   |          |         |          |         |          |         |         |        | \$110.00   | \$110.00      |
| 2020-0028   | 2/5/2020  | 800     |     | 5th Ave       | SR6  | \$90.00      | exit light side entr    | \$25.00    | \$50.00  |         |          |         |          |         |         |        | \$75.00    | \$75.00       |
| 2020-0029   | 2/6/2020  | 633     |     | Whitney Blvd  | SR6  | \$14,000.00  | duplex renoy            | \$65.00    | \$51.60  | \$60.00 | \$10.00  |         | \$100.00 |         |         |        | \$286.60   | \$286.60      |
| 2020-0031   | 2/11/2020 | 923     |     | Sullivan      | SR6  | \$1,000.00   | electr upgrade          | \$25.00    | \$50.00  |         |          |         |          |         |         |        | \$75.00    | \$75.00       |
| 2020-0021   | 2/13/2020 | 800     |     | 5th Ave       | SR6  | \$2,500.00   | tenant buildout kitchen | \$170.00   | \$25.00  | \$65.00 | \$10.00  |         | \$135.00 |         |         |        | \$405.00   | \$405.00      |
| 2020-0032   | 2/13/2020 | 921     | E   | Lincoln Ave   | SR6  | \$6,600.00   | tear-off reroof         | \$140.00   |          |         |          |         |          |         |         |        | \$140.00   | \$140.00      |
| 2020-0033   | 2/14/2020 | 1538    |     | Maryland Ct   | SR6  | \$10,560.00  | solar panels            | \$25.00    | \$50.00  |         |          |         |          |         |         |        | \$75.00    | \$75.00       |
| 2020-0039   | 2/18/2020 | 915     |     | Fremont St    | SR6  | \$6,300.00   | tear-off reroof         | \$140.00   |          |         |          |         |          |         |         |        | \$140.00   | \$140.00      |
| 2020-0042   | 2/24/2020 | 202     |     | Beacon Dr     | SR6  | \$3,654.00   | window                  | \$95.00    |          |         |          |         |          |         |         |        | \$95.00    | \$95.00       |
| 2020-0041   | 2/26/2020 | 302     |     | Lynne Ln      | SR6  | \$7,000.00   | windows                 | \$140.00   |          |         |          |         |          | \$20.00 | \$30.00 |        | \$170.00   | \$170.00      |
| 2020-0045   | 2/26/2020 | 322     |     | Van Buren St  | SR6  | \$700.00     | fence w/o print         | \$50.00    |          |         |          |         |          |         |         |        | \$50.00    | \$50.00       |
| 2020-0046   | 2/27/2020 | 514     |     | Highland      | SR6  | \$2,000.00   | tear-off reroof gar     | \$65.00    |          |         |          |         |          |         |         |        | \$65.00    | \$65.00       |
| 20200016.00 | 1/30/2020 | 1320    |     | Garfield      | SR-6 | \$45,352.00  | Solar                   | \$485.00   | \$50.00  |         |          |         |          |         |         |        | \$485.00   | \$485.00      |
|             |           |         |     |               |      | \$299,899.00 |                         | \$3,674.65 | \$501.60 | \$0.00  | \$139.70 | \$20.00 | \$245.88 | \$30.00 | \$45.00 | \$0.00 | \$4,656.83 | \$4,656.83    |

January February 2020 Building Department Deposit Report

| DATE      | BUILDG             | ELECT           | PUMBGG          | HVAC            | INSL           | REVV              | ZONG            | SIGN            | FENCE          | SW&DW         | AMT PAID           | EZ DISC            | TOTAL FEE          | REINSPECT /MISC | CODE ENF        | ELECTR CERT    | TOTAL DEP          |
|-----------|--------------------|-----------------|-----------------|-----------------|----------------|-------------------|-----------------|-----------------|----------------|---------------|--------------------|--------------------|--------------------|-----------------|-----------------|----------------|--------------------|
| 1/3/2020  | \$8,493.93         | \$12.50         | \$495.00        | \$30.00         |                | \$4,255.71        |                 |                 |                |               | \$13,287.14        | \$12,767.14        | \$26,054.28        |                 |                 |                | \$13,287.14        |
| 1/6/2020  | \$0.00             | \$0.00          |                 |                 |                |                   |                 |                 |                |               | \$0.00             |                    | \$0.00             |                 |                 |                | \$0.00             |
| 1/8/2020  | \$25.00            | \$50.00         |                 |                 |                |                   |                 |                 |                |               | \$75.00            |                    | \$75.00            |                 | \$300.00        | \$50.00        | \$375.00           |
| 1/17/2020 | \$1,420.00         | \$50.00         |                 |                 |                | \$172.50          | \$25.00         |                 |                |               | \$1,667.50         |                    | \$1,667.50         |                 |                 |                | \$1,667.50         |
| 1/21/2020 | \$25.00            |                 |                 |                 |                |                   | \$10.00         |                 |                | \$15.00       | \$50.00            |                    | \$50.00            |                 |                 |                | \$50.00            |
| 1/24/2020 | \$975.00           | \$75.00         |                 |                 |                |                   |                 |                 |                |               | \$1,050.00         |                    | \$1,050.00         |                 |                 |                | \$1,050.00         |
| 1/27/2020 | \$410.00           | \$25.00         |                 |                 |                |                   |                 |                 |                |               | \$435.00           |                    | \$435.00           |                 |                 |                | \$435.00           |
| 2/7/2020  | \$1,120.00         | \$151.60        |                 | \$60.00         | \$10.00        | \$100.00          | \$100.00        | \$480.00        |                |               | \$2,021.60         |                    | \$2,021.60         |                 |                 |                | \$2,021.60         |
| 2/11/2020 | \$75.00            | \$100.00        |                 |                 |                |                   | \$25.00         | \$60.00         |                |               | \$260.00           |                    | \$260.00           |                 |                 |                | \$260.00           |
| 2/13/2020 | \$140.00           |                 |                 |                 |                |                   |                 | \$140.00        |                |               | \$140.00           |                    | \$140.00           |                 |                 |                | \$140.00           |
| 2/17/2020 | \$195.00           | \$75.00         |                 | \$65.00         | \$10.00        | \$135.00          |                 | \$480.00        |                |               | \$480.00           |                    | \$480.00           |                 |                 |                | \$480.00           |
| 2/18/2020 | \$234.65           | \$25.00         |                 | \$14.70         |                | \$10.88           |                 | \$285.23        |                |               | \$285.23           |                    | \$285.23           |                 |                 |                | \$285.23           |
| 2/18/2020 | \$165.00           |                 |                 |                 |                |                   |                 | \$165.00        |                |               | \$165.00           |                    | \$165.00           |                 |                 |                | \$165.00           |
| 2/19/2020 | \$25.00            | \$25.00         |                 |                 |                |                   | \$25.00         | \$95.00         |                |               | \$170.00           |                    | \$170.00           |                 | \$100.00        |                | \$170.00           |
| 2/25/2020 | \$205.00           |                 |                 |                 |                |                   |                 | \$205.00        |                |               | \$205.00           |                    | \$205.00           |                 |                 |                | \$305.00           |
| 2/27/2020 | \$190.00           |                 |                 |                 |                |                   | \$20.00         | \$30.00         |                |               | \$240.00           |                    | \$240.00           |                 |                 |                | \$240.00           |
| 2/28/2020 | \$65.00            |                 |                 |                 |                |                   |                 |                 |                |               | \$65.00            |                    | \$65.00            |                 |                 |                | \$65.00            |
|           | <b>\$13,763.58</b> | <b>\$589.10</b> | <b>\$495.00</b> | <b>\$169.70</b> | <b>\$20.00</b> | <b>\$4,674.09</b> | <b>\$205.00</b> | <b>\$635.00</b> | <b>\$45.00</b> | <b>\$0.00</b> | <b>\$20,596.47</b> | <b>\$12,767.14</b> | <b>\$33,363.61</b> | <b>\$0.00</b>   | <b>\$400.00</b> | <b>\$50.00</b> | <b>\$21,046.47</b> |

# Commercial Building Permits Update

January February 2020

| <b>Business</b>  | <b>Project</b>                                | <b>Status</b>                               |
|--|---|---|
| <b>Walmart Store</b><br>2101 Gateway Ctr Drive           | Renovations, fire alarm & suppression permits | In progress                                 |
| <b>Bel Rock Asphalt Paving, Inc.</b><br>2054 Graham Road | Buildout                                      | In progress                                 |
| <b>One Stop Shop</b><br>1105 N. State St.                | Convenience store renovation                  | In progress                                 |
| <b>Happy Wok</b><br>1943 N. State St.                    | Plumbing upgrades                             | Complete. Restaurant currently closed down. |
| <b>First National Bank</b><br>1725 S. State St.          | new sign                                      | in progress                                 |
| <b>First Presbyterian Church</b><br>221 N. Main St.      | new sign                                      | pending issuance                            |
| <b>John Morrissey Accounting</b><br>774 Beloit Road      | new sign                                      | in progress                                 |
| <b>Gomez Tacqueria</b><br>217 S. State St.               | new sign                                      | complete                                    |
| <b>Boost Mobile</b><br>1464 N. State St.                 | sign face change                              | in progress                                 |
| <b>Mr. Goodwater</b><br>596 N. Appleton Rd               | siding  | complete                                    |
| <b>Boone County Shopper</b><br>112 Leonard Court         | windows                                       | complete                                    |
| <b>Marvin's Tacos</b><br>800 5th Ave.                    | Ghost Kitchen (prep kitchen)                  | in progress                                 |

# Violation Report

01/01/2020 - 02/29/2020

| Case Date | Parcel Address | Assigned To | Description | Main Status |
|-----------|----------------|-------------|-------------|-------------|
|-----------|----------------|-------------|-------------|-------------|

Group: Closed

|           |                      |              |   |        |
|-----------|----------------------|--------------|---|--------|
| 1/7/2020  | 710 N STATE ST       | Cara Whetsel | couch in the front yard for days  | Closed |
| 1/7/2020  | 613 E LINCOLN AVE    | Cara Whetsel | garbage   | Closed |
| 1/7/2020  | 1817 7TH AVE         | Cara Whetsel | old furniture all over driveway.  | Closed |
| 1/7/2020  | 829 BERYLAN ST       | Cara Whetsel | vehicle parking on the grass  | Closed |
| 1/7/2020  | 1027 STRAWBERRY LN   | Cara Whetsel | TV in the yard  | Closed |
| 1/7/2020  | 828 BERYLAN ST       | Cara Whetsel | garbage in front yard   | Closed |
| 1/27/2020 | 628 WILLOW ST        | Cara Whetsel | inop parked in the grass  | Closed |
| 1/27/2020 | 809 E 4TH ST         | Cara Whetsel | garbage in the front yard.  | Closed |
| 1/30/2020 | 2600 E FARMINGTON CT | Cara Whetsel | vehicle parking in grass  | Closed |
| 1/30/2020 | 804 JAMESTOWN AVE    | Cara Whetsel | vehicles parking in grass   | Closed |
| 1/31/2020 | 1123 W 6TH ST        | Cara Whetsel | garbage outside for 3 weeks (Actually garbage cans, no garbage could be seen) | Closed |

|          |                   |              |   |        |
|----------|-------------------|--------------|---|--------|
| 2/4/2020 | 1500 W 9TH ST     | Cara Whetsel | garbage & building materials stored against east side of the house. Also old tires in the driveway leaning on garage. | Closed |
| 2/4/2020 | 633 WHITNEY BLVD  | Cara Whetsel | broken windows on house   | Closed |
| 2/5/2020 | 215 E LINCOLN AVE | Cara Whetsel | Too many dogs & person sleeping in unfinished basement  | Closed |
| 2/6/2020 | 822 JULIEN ST     | Cara Whetsel | Mattresses on the porch, other garbage and rubbish in the yard, garbage can left by curb on NON garbage pick up day.  | Closed |
| 2/6/2020 | 720 LOGAN AVE     | Cara Whetsel | garbage cans by road on non garbage pick up day. Old broken shelf behind garage.                                      | Closed |
| 2/6/2020 | 315 JULIEN ST     | Cara Whetsel | 3 vehicles parking on the grass.  | Closed |
| 2/6/2020 | 908 W 5TH ST      | Cara Whetsel | old appliances next to the house  | Closed |

|           |                     |              |   |        |
|-----------|---------------------|--------------|---|--------|
| 2/6/2020  | 914 W 5TH ST        | Cara Whetsel | garbage & old torn out building materials (old ceiling fan) next to the garage. | Closed |
| 2/6/2020  | 2513 RIDGEFIELD DR  | Cara Whetsel | broken shelf in front yard  | Closed |
| 2/6/2020  | 1811 7TH AVE        | Cara Whetsel | Pile of old tires next to the house.  | Closed |
| 2/6/2020  | 1424 12TH AVE       | Cara Whetsel | old water heater in the front yard.   | Closed |
| 2/6/2020  | 1025 W 5TH ST       | Cara Whetsel | old appliance in front yard.  | Closed |
| 2/6/2020  | 1412 12TH AVE       | Cara Whetsel | vehicle partially parked in the grass   | Closed |
| 2/6/2020  | 924 ADAMS ST        | Cara Whetsel | 2 vehicles parking in the grass. One in the ROW & one in the front yard.        | Closed |
| 2/6/2020  | 619 FLORENCE CT     | Cara Whetsel | Inoperable vehicles parking on grass on both sides of the house.                | Closed |
| 2/6/2020  | 1700 CLOVERDALE WAY | Cara Whetsel | 2 beds in the front yard & rubbish by the side of the garage.                   | Closed |
| 2/6/2020  | 551 WARREN AVE      | Cara Whetsel | realtor sign in the ROW   | Closed |
| 2/17/2020 | 605 MCKINLEY AVE    | Cara Whetsel | broken dresser in front yard.   | Closed |
| 2/17/2020 | 118 E 2ND ST        | Cara Whetsel | old couch in the front yard.  | Closed |
|           |                     |              |   |        |

Group Total: 30

Group: In Progress

|           |                 |              |   |             |
|-----------|-----------------|--------------|---|-------------|
| 1/24/2020 | 928 JULIEN ST   | Cara Whetsel | roof on shed is caving in   | In Progress |
| 2/4/2020  | 608 UNION AVE   | Cara Whetsel | hedges are too tall at the corner & growing over the sidewalk.  | In Progress |
| 2/6/2020  | 1532 S STATE ST | Cara Whetsel | inoperable vehicle parked in the grass in the front yard.   | In Progress |
| 2/6/2020  | 1305 12TH AVE   | Cara Whetsel | tall hedges at the corner of the property and they hang over the sidewalk too.  | In Progress |
| 2/6/2020  | 809 LOGAN AVE   | Cara Whetsel | pile of old rolls of carpet, plastic garbage bags & old boxes filled with garbage.<br>* Garbage is being stored in the back of a truck and now MORE garbage is out on the property. | In Progress |
| 2/6/2020  | 1030 8TH AVE    | Cara Whetsel | many vehicles & inop RV parking in the grass.   | In Progress |
| 2/6/2020  | 640 JULIEN ST   | Cara Whetsel | Red truck parking on the grass  | In Progress |

|           |                   |              |   |             |
|-----------|-------------------|--------------|---|-------------|
| 2/6/2020  | 724 ALLEN ST      | Cara Whetsel | garbage & old appliances in front of garage off 8th st.   | In Progress |
| 2/10/2020 | 615 FLORENCE CT   | Cara Whetsel | Fence has broken & leaning panels   | In Progress |
| 2/12/2020 | 812 BLISS ST      | Cara Whetsel | Motorhome in driveway with someone living in & parked in grass. Also unlicensed car parked in driveway. | In Progress |
| 2/17/2020 | 704 E PLEASANT ST | Cara Whetsel | garbage, trailer on grass, inop cars parking on grass, exterior storage in the front yard.              | In Progress |
| 2/17/2020 | 1214 W 4TH ST     | Cara Whetsel | inoperable vehicle, exterior storage in front yard, & garbage cans left by street for days.             | In Progress |
| 2/17/2020 | 235 REBECCA RD    | Cara Whetsel | inoperable vehicle parking in the front yard  | In Progress |



|           |                    |              |   |             |
|-----------|--------------------|--------------|---|-------------|
| 2/17/2020 | 616 E HURLBUT AVE  | Cara Whetsel | garbage all over front lawn including an old broken couch. motorcycle under a tarp parked in the grass in the front yard. Garbage cans left by street for days. | In Progress |
| 2/17/2020 | 1416 WHITNEY BLVD  | Cara Whetsel | garbage in the front yard   | In Progress |
| 2/24/2020 | 120 E 8TH ST       | Cara Whetsel |   | In Progress |
| 2/24/2020 | 514 S STATE ST     | Cara Whetsel | exterior storage not permitted in CB zoning. garbage out of trash can and rubbish behind the building.  | In Progress |
| 2/24/2020 | 512 S STATE ST     | Cara Whetsel | outdoor storage of a lot of soda crates. Exterior storage not permitted in CB zoning. also garbage behind the building.   | In Progress |
| 2/24/2020 | 2323 HUNTINGTON DR | Cara Whetsel | garbage (stack of pallets & tires)<br>outdoor storage (pile of bricks)  | In Progress |
| 2/24/2020 | 1400 16TH AVE      | Cara Whetsel | inoperable vehicle parking in grass   | In Progress |

|           |                     |              |   |             |
|-----------|---------------------|--------------|---|-------------|
| 2/24/2020 | 1316 11TH AVE       | Cara Whetsel | inoperable vehicle parking in the grass   | In Progress |
| 2/24/2020 | 1516 11TH AVE       | Cara Whetsel | bed frame and mattresses in the front yard.   | In Progress |
| 2/24/2020 | 817 E 5TH ST        | Cara Whetsel | inop vehicle parking partially on the grass   | In Progress |
| 2/24/2020 | 103 1/2 BUCHANAN ST | Cara Whetsel | garbage in the alley around dumpster  | In Progress |
| 2/24/2020 | 1401 16TH AVE       | Cara Whetsel | sign in ROW frozen to the ground  | In Progress |
| 2/24/2020 | 309 LYNNE LN        | Cara Whetsel | This home has been empty for more than a year or more. Many raccoons are living in the collapsed soffitt, near the porch railing. | In Progress |
|           |                     |              |   |             |

Group Total: 26

**Group: Ticketed**

|          |                 |              |   |          |
|----------|-----------------|--------------|---|----------|
| 2/6/2020 | 1943 N STATE ST | Cara Whetsel | storage of trailers, construction equipment, inoperable semi parked in the lot. | Ticketed |
| 2/6/2020 | 815 LOGAN AVE   | Cara Whetsel | inoperable vehicles (2 old taxis with missing doors and flat tires).            | Ticketed |

|           |                |              |   |                       |
|-----------|----------------|--------------|---|-----------------------|
| 2/6/2020  | 332 OAK ST     | Cara Whetsel | inoperable vehicle parked in the grass  | Ticketed              |
| 2/6/2020  | 709 EAST AVE   | Cara Whetsel | broken furniture on the porch and in the front yard. Also a pile of cardboard & more trash outside of the trash cans. | Ticketed              |
| 2/6/2020  | 819 E 4TH ST   | Cara Whetsel | inop vehicle parking in the grass   | Ticketed              |
| 2/6/2020  | 310 WARREN AVE | Cara Whetsel | garbage, scrap metal, illegal scrap business  | Ticketed              |
| 2/21/2020 | 1237 W 6TH ST  | Cara Whetsel | Two weeks they've had their dumpster at the curb.   | Ticketed              |
|           |                |              |   | <b>Group Total: 7</b> |
|           |                |              |   |                       |

**Total Records: 63**

JANUARY 2020

529 W. LOCUST

BEFORE



AFTER



JANUARY 2020

417 JULIEN

BEFORE



AFTER



JANUARY 2020

510 HELEN

BEFORE



AFTER



JANUARY 2020

2036 N. STATE ST.

BEFORE



AFTER

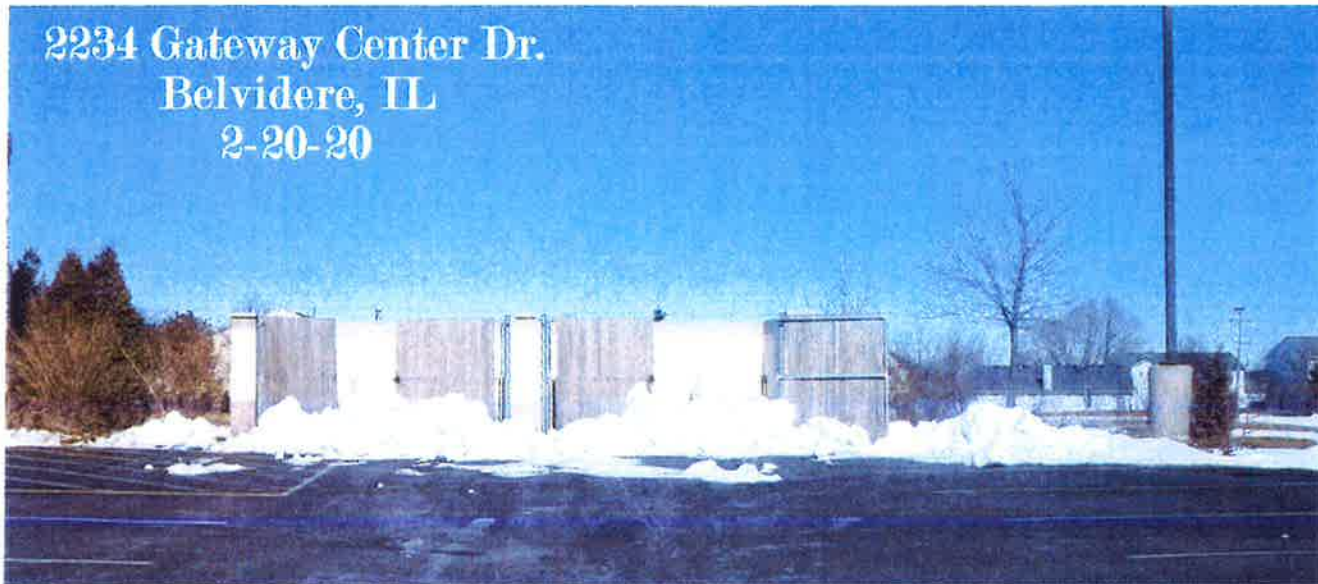


FEBRUARY 2020  
2234 GATEWAY CENTER DR.

BEFORE



AFTER





FEBRUARY 2020  
315 JULIEN ST.

BEFORE



AFTER



FEBRUARY 2020  
619 FLORENCE CT.

BEFORE



AFTER

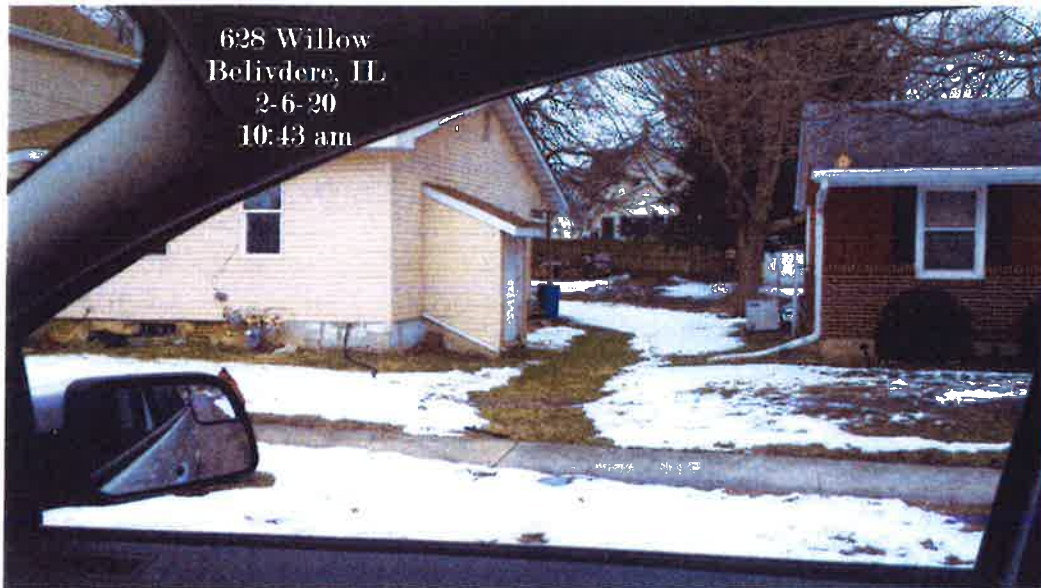


FEBRUARY 2020  
628 WILLOW ST.

BEFORE



AFTER



FEBRUARY 2020  
711 MCKINLEY AVE.

BEFORE



AFTER



FEBRUARY 2020  
720 LOGAN AVE.

BEFORE



AFTER



FEBRUARY 2020  
804 JAMESTOWN

BEFORE



AFTER



FEBRUARY 2020  
809 E. 4<sup>TH</sup> ST.

BEFORE



AFTER



FEBRUARY 2020  
821 FREMONT ST.

BEFORE



AFTER





FEBRUARY 2020  
829 BERYLAN ST.

BEFORE



829 Berylan  
Belvidere, IL  
1-7-20  
10:07 am

AFTER



829 Berylan  
Belvidere, IL  
2-6-20  
11:13 am

FEBRUARY 2020  
921 HANCOCK ST.

BEFORE



AFTER



FEBRUARY 2020  
924 ADAMS ST.

BEFORE



AFTER



FEBRUARY 2020  
1214 GARFIELD AVE.

BEFORE



AFTER



FEBRUARY 2020  
2513 RIDGEFIELD DR.

BEFORE



AFTER

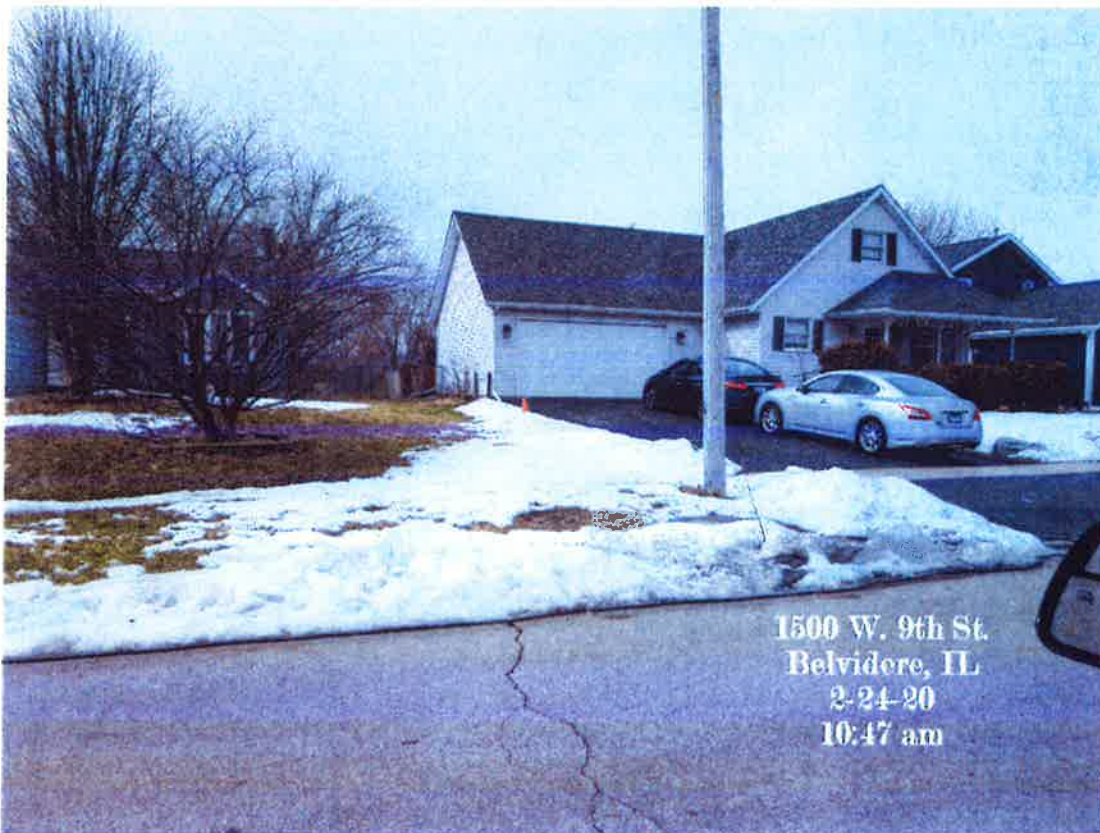


FEBRUARY 2020  
1500 W. 9<sup>TH</sup> ST.

BEFORE



AFTER



FEBRUARY 2020  
1700 CLOVERDALE WAY

BEFORE



AFTER



FEBRUARY 2020  
1811 7<sup>TH</sup> AVE.

BEFORE



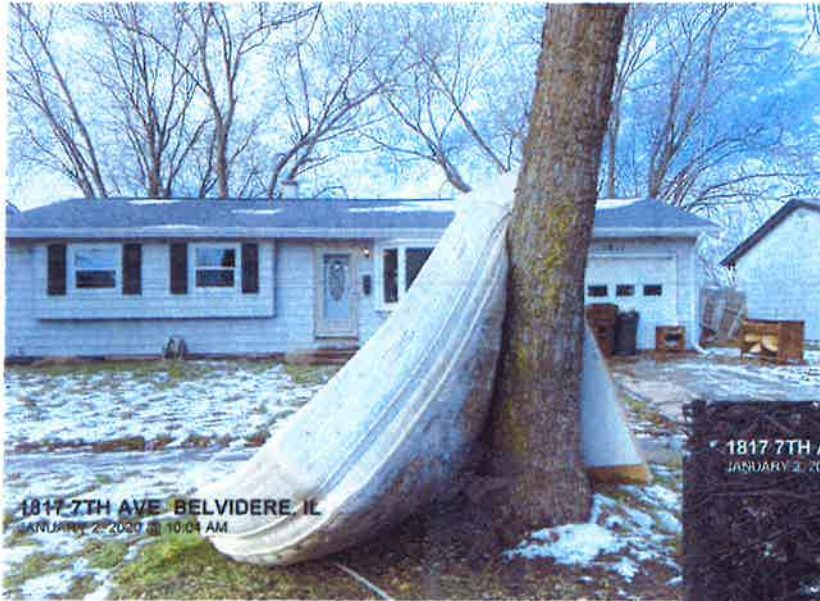
AFTER





FEBRUARY 2020  
1817 7<sup>TH</sup> AVE.

BEFORE



AFTER



**INCOME STATEMENT FOR THE GENERAL FUND**

|   |               |                      |                      | Through              | February                | 2020              |                  |
|---|---------------|----------------------|----------------------|----------------------|-------------------------|-------------------|------------------|
|   | Account #     | Actual<br>FY 18      | Actual<br>FY 19      | Month of<br>February | YTD Actual<br>for FY 20 | Budget<br>FY 20   | 83%<br>of budget |
| <b>General Administration</b>                     |               |                      |                      |                      |                         |                   |                  |
| RE Property Tax                                   | 01-4-110-4010 | 1,759,868.97         | 1,773,398.86         | 0.00                 | 1,771,339.58            | 1,769,385         | 100%             |
| Hotel / Motel Tax                                 | 01-4-110-4011 | 2,579.99             | 3,701.93             | 0.00                 | 3,064.08                | 3,440             | 89%              |
| Auto Rental Tax                                   | 01-4-110-4012 | 6,794.30             | 7,258.78             | 575.64               | 7,105.44                | 7,020             | 101%             |
| Muni Infrastructure Maint                         | 01-4-110-4013 | 131,450.51           | 115,226.64           | 8,497.88             | 86,223.65               | 119,400           | 72%              |
| State Income Tax                                  | 01-4-110-4100 | 2,710,100.59         | 2,484,021.35         | 241,226.03           | 2,330,179.29            | 2,577,688         | 90%              |
| Home Rule Sales Tax                               | 01-4-110-4109 | 0.00                 | 75,146.73            | 90,836.68            | 941,125.48              | 1,200,000         | 78%              |
| Muni Sales Tax                                    | 01-4-110-4110 | 3,427,287.63         | 3,583,825.71         | 294,218.84           | 3,068,159.23            | 3,634,459         | 84%              |
| Sales Tax to Developer                            | 01-4-110-4111 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| Local Use Tax                                     | 01-4-110-4112 | 663,704.70           | 756,473.16           | 77,025.48            | 703,953.34              | 811,045           | 87%              |
| Local Motor Fuel Tax                              | 01-4-110-4113 | 0.00                 | 339,494.03           | 47,796.14            | 475,867.52              | 558,000           | 85%              |
| Replacement Tax                                   | 01-4-110-4120 | 433,270.17           | 450,226.41           | 0.00                 | 462,997.92              | 469,498           | 99%              |
| Repl Tax Dist to Pensions                         | 01-4-110-4121 | (260,246.00)         | (268,051.00)         | 0.00                 | (75,000.00)             | (268,051)         | 28%              |
| State Grants                                      | 01-4-110-4150 | 0.00                 | 2,270.00             | 0.00                 | 780.00                  | 0                 | 0%               |
| Grants (NDevelopment)                             | 01-4-110-4151 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| Business License                                  | 01-4-110-4200 | 15,340.00            | 13,640.00            | 555.00               | 13,805.00               | 16,595            | 83%              |
| Liquor License & Fines                            | 01-4-110-4210 | 157,450.00           | 169,400.00           | 2,500.00             | 122,000.00              | 117,700           | 104%             |
| Amusement Machine                                 | 01-4-110-4230 | 9,800.00             | 65,800.00            | 2,500.00             | 75,500.00               | 73,800            | 102%             |
| Court Fines                                       | 01-4-110-4400 | 326,213.98           | 340,756.68           | 19,381.14            | 206,404.18              | 338,850           | 61%              |
| Parking Fines                                     | 01-4-110-4410 | 12,731.00            | 21,254.00            | 3,260.00             | 15,685.00               | 20,825            | 75%              |
| Seized Vehicle Fee                                | 01-4-110-4420 | 90,450.00            | 71,300.00            | 3,000.00             | 49,051.00               | 78,000            | 63%              |
| Engr Fees-Subdivision                             | 01-4-110-4430 | 0.00                 | 0.00                 | 0.00                 | 345.00                  | 20,000            | 2%               |
| Video Gambling                                    | 01-4-110-4440 | 279,016.24           | 345,766.25           | 33,225.14            | 324,959.23              | 336,000           | 97%              |
| Franchise Fees                                    | 01-4-110-4450 | 279,541.15           | 333,905.39           | 66,610.03            | 274,773.86              | 280,434           | 98%              |
| Comcast Fees                                      | 01-4-110-4455 | 2,160.90             | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| Death/Birth Certificates                          | 01-4-110-4460 | 18,818.00            | 19,116.00            | 1,668.00             | 16,426.58               | 19,528            | 84%              |
| Accident/Fire Reports                             | 01-4-110-4470 | 6,060.00             | 6,033.00             | 205.00               | 3,342.80                | 6,478             | 52%              |
| Annexation/Plat Fees                              | 01-4-110-4471 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 20,000            | 0%               |
| Tipping Fees                                      | 01-4-110-4472 | 83,373.68            | 70,326.78            | 0.00                 | 44,543.37               | 81,156            | 55%              |
| Fuel Charges (outside vendors)                    | 01-4-110-4550 | 211,852.37           | 216,537.69           | 39,441.20            | 204,395.36              | 230,246           | 89%              |
| Interest Income                                   | 01-4-110-4600 | 55,202.89            | 131,547.84           | 14,920.69            | 170,024.12              | 141,000           | 121%             |
| Misc Revenues                                     | 01-4-110-4900 | 13,512.51            | 19,146.17            | 2,110.10             | 21,787.57               | 24,600            | 89%              |
| Heritage Days                                     | 01-4-110-4901 | 88,700.24            | 126,730.98           | 2,240.00             | 67,905.14               | 0                 | 0%               |
| Historic Pres. Fund Raising                       | 01-4-110-4902 | 8,115.00             | 4,497.07             | 0.00                 | 5,651.00                | 0                 | 0%               |
| Historic Pres. Grant Reimb.                       | 01-4-110-4903 | 0.00                 | 16,288.89            | 0.00                 | 0.00                    | 0                 | 0%               |
| Operating Transfer in (Reserve: 01-4-110-9998)    |               | 22,510.55            | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| <b>Total General Administration Revenues</b>      |               | <b>10,555,659.37</b> | <b>11,295,039.34</b> | <b>951,792.99</b>    | <b>11,392,394.74</b>    | <b>12,687,096</b> | <b>90%</b>       |
| Salaries - Elected Officials                      | 01-5-110-5000 | 213,878.30           | 214,542.34           | 25,321.98            | 171,310.02              | 215,212           | 80%              |
| Salaries - Regular - FT                           | 01-5-110-5010 | 226,430.75           | 233,508.86           | 46,035.60            | 225,254.42              | 241,286           | 93%              |
| Group Health Insurance                            | 01-5-110-5130 | 454,004.09           | 469,143.70           | 35,690.42            | 351,145.08              | 527,147           | 67%              |
| Health Ins Claims Pd (Dental)                     | 01-5-110-5131 | 29,787.65            | 29,265.19            | 1,847.00             | 14,001.20               | 35,000            | 40%              |
| Group Life Insurance                              | 01-5-110-5132 | 1,379.70             | 1,391.85             | 113.40               | 1,156.95                | 1,458             | 79%              |
| Health Insurance Reimb.                           | 01-4-110-4540 | (156,965.81)         | (143,896.26)         | (5,922.08)           | (114,877.03)            | (148,333)         | 77%              |
| Unemployment Compensation                         | 01-5-110-5136 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| Meeting & Conferences                             | 01-5-110-5154 | 13,284.76            | 10,976.86            | 175.00               | 7,454.24                | 14,850            | 50%              |
| Subscriptions/Ed Materials                        | 01-5-110-5156 | 431.61               | 697.41               | 85.48                | 742.68                  | 650               | 114%             |
| <b>Gen Admin Personnel &amp; Benefit Expenses</b> |               | <b>782,231.05</b>    | <b>815,629.95</b>    | <b>103,346.80</b>    | <b>656,187.56</b>       | <b>887,270</b>    | <b>74%</b>       |
| Repairs/Maint - Bldgs                             | 01-5-110-6010 | 19,803.99            | 29,490.02            | 1,579.74             | 16,972.11               | 24,340            | 70%              |
| Repairs/Maint - Equip                             | 01-5-110-6020 | 3,925.16             | 5,021.27             | 386.04               | 3,877.51                | 5,000             | 78%              |
| Legal   | 01-5-110-6110 | 6,082.96             | 7,389.97             | 0.00                 | 4,950.53                | 15,600            | 32%              |
| Other Professional Services                       | 01-5-110-6190 | 2,169.40             | 69,382.71            | 2,884.98             | 42,750.07               | 45,000            | 0%               |
| Grant Expenses (NDev)                             | 01-5-110-6191 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| Telephone   | 01-5-110-6200 | 21,934.88            | 21,790.61            | 1,324.86             | 15,702.61               | 22,490            | 70%              |
| Codification                                      | 01-5-110-6225 | 5,231.40             | 5,941.33             | 0.00                 | 0.00                    | 2,000             | 0%               |
| Other Communications                              | 01-5-110-6290 | 2,805.52             | 3,101.48             | 225.35               | 2,041.89                | 3,420             | 60%              |
| <b>Gen Admin Contractual Expenses</b>             |               | <b>61,953.31</b>     | <b>142,117.39</b>    | <b>6,400.97</b>      | <b>86,294.72</b>        | <b>117,850</b>    | <b>73%</b>       |

| General Administration (cont)                    | Account #     | Actual<br>FY 17     | Actual<br>FY 19     | Month of<br>February | YTD Actual<br>for FY 20 | Budget<br>FY 20  | 83%<br>of budget |
|--|---------------|---------------------|---------------------|----------------------|-------------------------|------------------|------------------|
| Office Supplies                                  | 01-5-110-7020 | 45,067.99           | 41,698.15           | 7,221.36             | 31,223.48               | 76,700           | 41%              |
| Gas and Oil                                      | 01-5-110-7030 | 0.00                | 195,925.85          | 25,291.86            | 193,990.10              | 162,943          | 119%             |
| Other Supplies                                   | 01-5-110-7800 | 5,281.54            | 4,934.41            | 494.37               | 4,955.74                | 6,800            | 73%              |
| <b>Gen Admin Supplies Expenses</b>               |               | <b>50,349.53</b>    | <b>242,558.41</b>   | <b>33,007.59</b>     | <b>230,169.32</b>       | <b>246,443</b>   | <b>93%</b>       |
| Miscellaneous Expense                            | 01-5-110-7900 | 83,627.17           | 75,992.49           | 9,463.02             | 86,535.83               | 93,730           | 92%              |
| Reimb of Seized Vehicle Fee                      | 01-5-110-7901 | 600.00              | 300.00              | 0.00                 | 300.00                  | 0                | 0%               |
| Heritage Days                                    | 01-5-110-7902 | 74,996.12           | 94,303.95           | 0.00                 | 116,318.11              | 0                | 0%               |
| Comcast Charges                                  | 01-5-110-7903 | 0.00                | 0.00                | 0.00                 | 0.00                    | 0                | 0%               |
| Historic Preservation                            | 01-5-110-7904 | 0.00                | 0.00                | 0.00                 | 0.00                    | 0                | 0%               |
| Operating Transfers Out                          | 01-5-110-9999 | 383,828.00          | 659,243.00          | 0.00                 | 884,636.00              | 1,763,646        | 50%              |
| <b>Total General Administration Expenses</b>     |               | <b>1,437,585.18</b> | <b>2,030,145.19</b> | <b>152,218.38</b>    | <b>2,060,441.54</b>     | <b>3,108,939</b> | <b>66%</b>       |
| <b>NET GENERAL ADMINISTRATION</b>                |               | <b>9,118,074.19</b> | <b>9,264,894.15</b> | <b>799,574.61</b>    | <b>9,331,953.20</b>     | <b>9,578,157</b> | <b>97%</b>       |
| <b>General Fund - Audit Department</b>           |               |                     |                     |                      |                         |                  |                  |
| RE Taxes - Audit                                 | 01-4-130-4010 | 20,040.98           | 20,071.81           | 0.00                 | 20,048.00               | 20,000           | 100%             |
| Accounting & Auditing                            | 01-5-130-6100 | 34,920.00           | 31,000.00           | 0.00                 | 36,550.00               | 36,500           | 100%             |
| <b>NET - AUDIT DEPARTMENT</b>                    |               | <b>(14,879.02)</b>  | <b>(10,928.19)</b>  | <b>0.00</b>          | <b>(16,502.00)</b>      | <b>(16,500)</b>  | <b>100%</b>      |
| <b>General Fund - IMRF Department</b>            |               |                     |                     |                      |                         |                  |                  |
| RE Taxes - IMRF                                  | 01-4-140-4010 | 65,142.80           | 65,160.99           | 0.00                 | 65,073.68               | 65,000           | 100%             |
| Replacement Tax                                  | 01-4-140-4120 | 90,889.00           | 93,615.00           | 0.00                 | 50,000.00               | 90,889           | 55%              |
| Interest Income                                  | 01-4-140-4600 | 0.00                | 0.00                | 0.00                 | 0.00                    | 0                | 0%               |
| Expense Reimbursement                            | 01-4-140-4940 | 24,892.52           | 27,163.09           | 1,948.77             | 18,159.32               | 25,505           | 71%              |
| <b>Total IMRF Revenues</b>                       |               | <b>180,924.32</b>   | <b>185,939.08</b>   | <b>1,948.77</b>      | <b>133,233.00</b>       | <b>181,394</b>   | <b>73%</b>       |
| IMRF Premium Expense                             | 01-5-140-5120 | 194,160.51          | 165,964.27          | 14,286.63            | 129,550.17              | 149,896          | 86%              |
| <b>NET - IMRF DEPARTMENT</b>                     |               | <b>(13,236.19)</b>  | <b>19,974.81</b>    | <b>(12,337.86)</b>   | <b>3,682.83</b>         | <b>31,498</b>    | <b>12%</b>       |
| <b>General Fund - Social Security Department</b> |               |                     |                     |                      |                         |                  |                  |
| RE Taxes - FICA/Med                              | 01-4-150-4010 | 200,385.68          | 200,458.46          | 0.00                 | 200,225.56              | 200,000          | 100%             |
| Expense Reimbursement                            | 01-4-150-4940 | 128,779.38          | 136,303.35          | 9,611.91             | 116,940.35              | 137,722          | 85%              |
| Library Expense Reimb.                           | 01-4-150-4941 | 28,653.10           | 30,369.12           | 2,005.97             | 24,922.49               | 30,600           | 81%              |
| <b>Total Soc Security Revenues</b>               |               | <b>357,818.16</b>   | <b>367,130.93</b>   | <b>11,617.88</b>     | <b>342,088.40</b>       | <b>368,322</b>   | <b>93%</b>       |
| FICA Expense                                     | 01-5-150-5110 | 202,747.55          | 212,627.84          | 16,705.59            | 186,472.60              | 226,129          | 82%              |
| Medicare Expense                                 | 01-5-150-5112 | 128,761.10          | 132,929.26          | 10,099.89            | 116,995.48              | 141,874          | 82%              |
| <b>Total Soc Security Expenses</b>               |               | <b>331,508.65</b>   | <b>345,557.10</b>   | <b>26,805.48</b>     | <b>303,468.08</b>       | <b>368,003</b>   | <b>82%</b>       |
| <b>NET - SOCIAL SECURITY DEPT</b>                |               | <b>26,309.51</b>    | <b>21,573.83</b>    | <b>(15,187.60)</b>   | <b>38,620.32</b>        | <b>319</b>       | <b>12007%</b>    |
| <b>General Fund - Liability Insurance Dept</b>   |               |                     |                     |                      |                         |                  |                  |
| RE Taxes - Ins Liability                         | 01-4-160-4010 | 290,560.41          | 300,707.66          | 0.00                 | 300,355.82              | 300,000          | 100%             |
| Expense Reimbursement                            | 01-4-160-4940 | 0.00                | 0.00                | 0.00                 | 0.00                    | -                | 0%               |
| <b>Total Liability Insurance Revenues</b>        |               | <b>290,560.41</b>   | <b>300,707.66</b>   | <b>0.00</b>          | <b>300,355.82</b>       | <b>300,000</b>   | <b>100%</b>      |
| Insurance Premium                                | 01-5-160-6800 | 452,758.88          | 457,401.38          | 395.00               | 450,890.04              | 480,375          | 94%              |
| <b>NET - LIABILITY INSURANCE DEPT</b>            |               | <b>(162,198.47)</b> | <b>(156,693.72)</b> | <b>(395.00)</b>      | <b>(150,534.22)</b>     | <b>(180,375)</b> | <b>83%</b>       |

| <b>Police Department</b>                            | <b>Account #</b> | <b>Actual<br/>FY 18</b> | <b>Actual<br/>FY 19</b> | <b>Month of<br/>February</b> | <b>YTD Actual<br/>for FY 20</b> | <b>Budget<br/>FY 20</b> | <b>83%<br/>of budget</b> |
|---|------------------|-------------------------|-------------------------|------------------------------|---------------------------------|-------------------------|--------------------------|
| RE Property Tax                                     | 01-4-210-4010    | 1,107,755.95            | 1,204,169.39            | 0.00                         | 1,202,740.52                    | 1,201,417               | 100%                     |
| Grants  | 01-4-210-4150    | 26,682.37               | 23,220.96               | 10,519.00                    | 31,730.51                       | 27,000                  | 118%                     |
| Sex Offender Reg Fee                                | 01-4-210-4480    | 7,510.00                | 5,120.00                | 400.00                       | 4,390.00                        | 5,000                   | 88%                      |
| Miscellaneous Revenues                              | 01-4-210-4900    | 183,034.11              | 171,816.00              | 9,357.34                     | 104,851.24                      | 212,247                 | 49%                      |
| Expense Reimbursement                               | 01-4-210-4940    | 4,558.00                | 10,604.69               | 500.00                       | 24,272.36                       | 0                       | 0%                       |
| SRO Reimbursement                                   | 01-4-210-4945    | 0.00                    | 0.00                    | 11,046.58                    | 77,063.06                       | 0                       | 0%                       |
| Sale of Assets                                      | 01-4-210-4950    | 11,970.00               | 0.00                    | 0.00                         | 12,727.33                       | 0                       | 0%                       |
| <b>Total Police Department Revenues</b>             |                  | <b>1,341,510.43</b>     | <b>1,414,931.04</b>     | <b>31,822.92</b>             | <b>1,457,775.02</b>             | <b>1,445,664</b>        | <b>101%</b>              |
| Salary - Regular - FT                               | 01-5-210-5010    | 3,356,981.88            | 3,482,996.70            | 542,378.08                   | 3,044,364.42                    | 3,667,877               | 83%                      |
| Overtime  | 01-5-210-5040    | 315,416.26              | 257,388.47              | 54,842.38                    | 267,606.78                      | 406,100                 | 66%                      |
| Police Pension                                      | 01-5-210-5122    | 1,087,714.97            | 1,184,097.58            | 0.00                         | 1,182,692.52                    | 1,237,250               | 96%                      |
| Health Insurance                                    | 01-5-210-5130    | 832,854.34              | 859,401.28              | 76,975.90                    | 729,666.05                      | 945,642                 | 77%                      |
| Dental claims                                       | 01-5-210-5131    | 54,588.08               | 61,897.10               | 2,318.23                     | 35,163.77                       | 55,000                  | 64%                      |
| Unemployment Compensation                           | 01-5-210-5136    | 10,393.00               | 0.00                    | 0.00                         | 0.00                            | 0                       | 0%                       |
| Uniform Allowance                                   | 01-5-210-5140    | 67,481.12               | 64,457.79               | 930.90                       | 67,013.23                       | 73,430                  | 91%                      |
| Training  | 01-5-210-5152    | 58,458.67               | 48,636.26               | 3,420.75                     | 35,500.10                       | 81,305                  | 44%                      |
| <b>Police Dept Personnel &amp; Benefit Expenses</b> |                  | <b>5,783,888.32</b>     | <b>5,958,875.18</b>     | <b>680,866.24</b>            | <b>5,362,006.87</b>             | <b>6,466,604</b>        | <b>83%</b>               |
| Repair/Maint-Equipment                              | 01-5-210-6020    | 9,973.61                | 19,006.73               | 7,039.03                     | 20,142.13                       | 27,775                  | 73%                      |
| Repair/Maint-Vehicles                               | 01-5-210-6030    | 77,070.58               | 73,869.32               | 3,845.44                     | 68,096.59                       | 103,825                 | 66%                      |
| Telephone/Utilities                                 | 01-5-210-6200    | 41,675.83               | 44,988.32               | 1,599.55                     | 35,875.49                       | 44,000                  | 82%                      |
| Physical Exams                                      | 01-5-210-6810    | 0.00                    | 0.00                    | 0.00                         | 760.00                          | 2,135                   | 36%                      |
| Community Policing                                  | 01-5-210-6816    | 7,830.41                | 6,891.77                | 98.94                        | 1,440.63                        | 13,500                  | 11%                      |
| K 9 Program Expenses                                | 01-5-210-6818    | 15,594.38               | 3,706.73                | 227.70                       | 6,605.35                        | 7,050                   | 94%                      |
| Sex Offender State Disburse                         | 01-5-210-6835    | 2,985.00                | 2,955.00                | 195.00                       | 2,600.00                        | 2,500                   | 0%                       |
| <b>Police Department - Contractual Expenses</b>     |                  | <b>155,129.81</b>       | <b>151,417.87</b>       | <b>13,005.66</b>             | <b>135,520.19</b>               | <b>200,785</b>          | <b>67%</b>               |
| Office Supplies                                     | 01-5-210-7020    | 6,409.54                | 5,951.77                | 231.70                       | 4,021.43                        | 12,650                  | 32%                      |
| Gas & Oil   | 01-5-210-7030    | 99,685.98               | 91,331.46               | 8,204.99                     | 70,692.38                       | 112,500                 | 63%                      |
| Operating Supplies                                  | 01-5-210-7040    | 24,660.57               | 27,198.27               | 1,016.41                     | 5,848.05                        | 46,665                  | 13%                      |
| Miscellaneous Expense                               | 01-5-210-7900    | 35,482.95               | 12,406.53               | 3,587.20                     | 14,489.45                       | 33,300                  | 44%                      |
| <b>Police Department - Supplies Expense</b>         |                  | <b>166,239.04</b>       | <b>136,888.03</b>       | <b>13,040.30</b>             | <b>95,051.31</b>                | <b>205,115</b>          | <b>46%</b>               |
| Equipment   | 01-5-210-8200    | 39,104.62               | 45,757.37               | 0.00                         | 26,902.38                       | 69,700                  | 39%                      |
| Vehicles  | 01-5-210-8300    | 0.00                    | 0.00                    | 0.00                         | 0.00                            | 0                       | 0%                       |
| <b>Total Police Department Expenses</b>             |                  | <b>6,144,361.79</b>     | <b>6,292,938.45</b>     | <b>706,912.20</b>            | <b>5,619,480.75</b>             | <b>6,942,204</b>        | <b>81%</b>               |
| <b>NET - POLICE DEPARTMENT</b>                      |                  | <b>(4,802,851)</b>      | <b>(4,878,007)</b>      | <b>(675,089)</b>             | <b>(4,161,706)</b>              | <b>(5,496,540)</b>      | <b>76%</b>               |
| <b>Public Safety Building Department</b>            |                  |                         |                         |                              |                                 |                         |                          |
| Salaries - Regular - FT                             | 01-5-215-5010    | 639,282.47              | 656,405.23              | 70,708.93                    | 506,648.64                      | 684,286                 | 74%                      |
| Other (FICA & IMRF)                                 | 01-5-215-5079    | 110,384.54              | 106,740.45              | 11,313.82                    | 74,350.63                       | 120,777                 | 62%                      |
| Other Contractual Services                          | 01-5-215-6890    | 299,759.63              | 376,337.30              | 29,397.19                    | 259,140.96                      | 308,232                 | 84%                      |
| <b>NET - PUBLIC SAFETY BLDG DEPT</b>                |                  | <b>(1,049,426.64)</b>   | <b>(1,139,482.98)</b>   | <b>(111,419.94)</b>          | <b>(840,140.23)</b>             | <b>(1,113,295)</b>      | <b>75%</b>               |

| <b>Fire Department</b>                               | <b>Account #</b> | <b>Actual<br/>FY 18</b> | <b>Actual<br/>FY 19</b> | <b>Month of<br/>February</b> | <b>YTD Actual<br/>for FY 20</b> | <b>Budget<br/>FY 20</b> | <b>83%<br/>of budget</b> |
|--|------------------|-------------------------|-------------------------|------------------------------|---------------------------------|-------------------------|--------------------------|
| RE Property Tax                                      | 01-4-220-4010    | 990,630.02              | 1,023,473.06            | 0.00                         | 1,022,263.58                    | 1,021,132               | 100%                     |
| Grants   | 01-4-220-4150    | 15,755.74               | 6,465.97                | 0.00                         | 18,000.00                       | 0                       | 0%                       |
| Miscellaneous Revenues                               | 01-4-220-4900    | 13,979.92               | 15,181.83               | 7,930.56                     | 29,760.89                       | 25,000                  | 119%                     |
| Expense Reimbursement                                | 01-4-220-4940    | 37,771.00               | 723.41                  | 0.00                         | 0.00                            | 0                       | 0%                       |
| Sale of Assets                                       | 01-4-220-4950    | 10,100.00               | 0.00                    | 0.00                         | 0.00                            | 0                       | 0%                       |
| <b>Total Fire Department Revenues</b>                |                  | <b>1,068,236.68</b>     | <b>1,045,844.27</b>     | <b>7,930.56</b>              | <b>1,070,024.47</b>             | <b>1,046,132</b>        | <b>102%</b>              |
| Salaries - Regular - FT                              | 01-5-220-5010    | 2,068,633.52            | 2,113,028.04            | 327,686.54                   | 1,854,624.64                    | 2,194,419               | 85%                      |
| Overtime   | 01-5-220-5040    | 136,531.18              | 164,132.42              | 16,783.17                    | 118,743.67                      | 188,000                 | 63%                      |
| Fire Pension   | 01-5-220-5124    | 970,589.04              | 1,003,401.25            | 0.00                         | 1,002,215.58                    | 1,036,418               | 97%                      |
| Health Insurance                                     | 01-5-220-5130    | 495,623.54              | 497,102.45              | 45,648.91                    | 418,967.38                      | 550,039                 | 76%                      |
| Dental Insurance                                     | 01-5-220-5131    | 27,129.39               | 21,475.39               | 1,436.60                     | 21,116.46                       | 32,000                  | 66%                      |
| Unemployment Compensation                            | 01-5-220-5136    | 0.00                    | 0.00                    | 0.00                         | 0.00                            | 0                       | 0%                       |
| Uniform Allowance                                    | 01-5-220-5140    | 29,482.63               | 35,179.94               | 2,014.29                     | 24,080.99                       | 32,400                  | 74%                      |
| Training   | 01-5-220-5152    | 18,816.26               | 25,591.17               | 1,765.50                     | 10,745.81                       | 20,000                  | 54%                      |
| <b>Fire Depart Personnel &amp; Benefits Expenses</b> |                  | <b>3,746,805.56</b>     | <b>3,859,910.66</b>     | <b>395,335.01</b>            | <b>3,450,494.53</b>             | <b>4,053,276</b>        | <b>85%</b>               |
| Repair/Maint-Bldg                                    | 01-5-220-6010    | 47,639.91               | 16,496.91               | 3,602.85                     | 20,304.63                       | 40,000                  | 51%                      |
| Repair/Maint-Equipment                               | 01-5-220-6020    | 7,889.99                | 14,161.97               | 426.51                       | 8,938.73                        | 14,200                  | 63%                      |
| Repair/Maint-Vehicles                                | 01-5-220-6030    | 36,582.75               | 29,835.21               | 8,310.17                     | 33,836.85                       | 53,500                  | 63%                      |
| Telephone/Utilities                                  | 01-5-220-6200    | 19,202.62               | 9,898.30                | 2,274.50                     | 9,225.34                        | 15,240                  | 61%                      |
| Physical Exams                                       | 01-5-220-6810    | 709.00                  | 775.00                  | 153.28                       | 153.28                          | 2,500                   | 6%                       |
| Fire Prevention                                      | 01-5-220-6822    | 10,251.54               | 8,658.69                | 976.74                       | 9,881.99                        | 12,000                  | 82%                      |
| Emergency Med Supplies                               | 01-5-220-6824    | 9,760.71                | 6,832.05                | 1,071.22                     | 7,505.53                        | 11,500                  | 65%                      |
| <b>Fire Department - Contractual Expenses</b>        |                  | <b>132,036.52</b>       | <b>86,658.13</b>        | <b>16,815.27</b>             | <b>89,846.35</b>                | <b>148,940</b>          | <b>60%</b>               |
| Office Supplies                                      | 01-5-220-7020    | 11,665.64               | 11,513.87               | 229.45                       | 6,841.54                        | 14,100                  | 49%                      |
| Gas & Oil  | 01-5-220-7030    | 18,927.06               | 19,560.59               | 2,100.66                     | 14,539.16                       | 20,000                  | 73%                      |
| Operating Supplies                                   | 01-5-220-7040    | 8,606.67                | 8,167.34                | 1,068.18                     | 7,957.61                        | 8,000                   | 99%                      |
| Miscellaneous Expense                                | 01-5-220-7900    | 588.80                  | 556.94                  | (218.82)                     | 633.46                          | 1,000                   | 63%                      |
| <b>Fire Department - Supplies Expenses</b>           |                  | <b>39,788.17</b>        | <b>39,798.74</b>        | <b>3,179.47</b>              | <b>29,971.77</b>                | <b>43,100</b>           | <b>70%</b>               |
| Equipment  | 01-5-220-8200    | 42,800.39               | 30,052.31               | 767.01                       | 25,419.85                       | 25,000                  | 102%                     |
| <b>Total Fire Department Expenses</b>                |                  | <b>3,961,430.64</b>     | <b>4,016,419.84</b>     | <b>416,096.76</b>            | <b>3,595,732.50</b>             | <b>4,270,316</b>        | <b>84%</b>               |
| <b>NET - FIRE DEPARTMENT</b>                         |                  | <b>(2,893,193.96)</b>   | <b>(2,970,575.57)</b>   | <b>(408,166.20)</b>          | <b>(2,525,708.03)</b>           | <b>(3,224,184)</b>      | <b>78%</b>               |
| <b>Police &amp; Fire Commission Department</b>       |                  |                         |                         |                              |                                 |                         |                          |
| Physical Exams                                       | 01-5-225-6810    | 18,663.60               | 5,306.86                | 0.00                         | 4,928.15                        | 16,500                  | 30%                      |
| Other Contractual Services                           | 01-5-225-6890    | 21,302.72               | 8,242.17                | 420.00                       | 6,234.17                        | 10,015                  | 62%                      |
| <b>NET - POLICE &amp; FIRE COMMISSION</b>            |                  | <b>(39,966.32)</b>      | <b>(13,549.03)</b>      | <b>(420.00)</b>              | <b>(11,162.32)</b>              | <b>(26,515)</b>         | <b>42%</b>               |

| <b>Community Development</b>                          | <b>Account #</b> | <b>Actual<br/>FY 18</b> | <b>Actual<br/>FY 19</b> | <b>Month of<br/>February</b> | <b>YTD Actual<br/>for FY 20</b> | <b>Budget<br/>FY 20</b> | <b>83%<br/>of budget</b> |
|---|------------------|-------------------------|-------------------------|------------------------------|---------------------------------|-------------------------|--------------------------|
| Building Permits                                      | 01-4-230-4300    | 106,298.00              | 127,617.70              | 2,414.65                     | 107,295.03                      | 158,827                 | 68%                      |
| Electric Permits                                      | 01-4-230-4310    | 13,270.50               | 10,156.00               | 376.60                       | 9,317.73                        | 18,619                  | 50%                      |
| Electrician Certification Fees                        | 01-4-230-4315    | 4,200.00                | 2,900.00                | 0.00                         | 1,000.00                        | 3,200                   | 31%                      |
| Plumbing Permits                                      | 01-4-230-4320    | 10,390.00               | 7,132.50                | 0.00                         | 771.58                          | 10,641                  | 7%                       |
| HVAC Permits  | 01-4-230-4330    | 4,224.00                | 3,035.00                | 139.70                       | 1,933.62                        | 5,500                   | 35%                      |
| Plan Review Fees                                      | 01-4-230-4340    | 7,826.25                | 14,167.00               | 245.88                       | 4,951.59                        | 31,298                  | 16%                      |
| Sidewalk/Lot Grading Fees                             | 01-4-230-4350    | 1,360.00                | 677.50                  | 0.00                         | 1,207.50                        | 1,156                   | 104%                     |
| Insulation Permits                                    | 01-4-230-4360    | 1,237.50                | 767.50                  | 20.00                        | 410.00                          | 1,639                   | 25%                      |
| Zoning Review Fee                                     | 01-4-230-4370    | 2,910.00                | 2,615.00                | 170.00                       | 2,122.50                        | 3,384                   | 63%                      |
| Code Enforcement                                      | 01-4-230-4380    | 6,400.00                | 6,500.00                | 100.00                       | 4,000.00                        | 6,500                   | 62%                      |
| Other Permits   | 01-4-230-4390    | 4,730.00                | 4,620.00                | 665.00                       | 4,395.00                        | 5,488                   | 80%                      |
| Miscellaneous Revenues                                | 01-4-230-4900    | 102.50                  | 305.00                  | 0.00                         | 58.95                           | 200                     | 29%                      |
| Expense Reimbursement                                 | 01-4-230-4940    | 1,370.83                | 3,696.39                | 0.00                         | 784.32                          | 3,420                   | 23%                      |
| Planning Fees   | 01-4-230-4950    | 11,871.50               | 17,425.00               | 0.00                         | 3,062.50                        | 12,900                  | 24%                      |
| Planning Misc.  | 01-4-230-4955    | 2,060.00                | 3,140.00                | 25.00                        | 1,922.50                        | 700                     | 275%                     |
| <b>Building Department - Revenues</b>                 |                  | <b>178,251.08</b>       | <b>204,754.59</b>       | <b>4,156.83</b>              | <b>143,232.82</b>               | <b>263,472</b>          | <b>54%</b>               |
| Salaries- Regular - FT                                | 01-5-230-5010    | 207,201.12              | 244,444.80              | 39,388.56                    | 199,939.63                      | 256,305                 | 78%                      |
| FICA  | 01-5-230-5079    | 15,850.89               | 17,964.90               | 1,444.26                     | 15,079.92                       | 19,607                  | 77%                      |
| IMRF  | 01-5-230-5120    | 24,892.52               | 27,163.09               | 1,948.77                     | 18,159.32                       | 25,505                  | 71%                      |
| Health Ins Expense                                    | 01-5-230-5130    | 69,550.97               | 85,458.67               | 4,922.14                     | 51,574.66                       | 83,997                  | 61%                      |
| Dental Insurance                                      | 01-5-230-5131    | 3,803.88                | 3,608.00                | 0.00                         | 2,580.00                        | 5,000                   | 52%                      |
| Unemployment  | 01-5-230-5136    | 0.00                    | 0.00                    | 0.00                         | 0.00                            | 0                       | 0%                       |
| Training  | 01-5-230-5152    | 1,355.87                | 3,398.57                | 1,021.00                     | 3,617.86                        | 5,000                   | 72%                      |
| <b>Building Dept Personnel &amp; Benefits Expense</b> |                  | <b>322,655.25</b>       | <b>382,038.03</b>       | <b>48,724.73</b>             | <b>290,951.39</b>               | <b>395,414</b>          | <b>74%</b>               |
| Repair/Maint - Equip                                  | 01-5-230-6020    | 6,478.55                | 7,339.11                | 345.08                       | 4,196.24                        | 6,100                   | 69%                      |
| Repair/Maint - Vehicles                               | 01-5-230-6030    | 0.00                    | 489.59                  | 0.00                         | 114.64                          | 1,000                   | 11%                      |
| Other Professional Services                           | 01-5-230-6190    | 45,939.84               | 46,519.84               | 1,625.00                     | 27,945.97                       | 47,000                  | 59%                      |
| Telephone   | 01-5-230-6200    | 2,048.79                | 2,660.30                | 201.58                       | 1,746.94                        | 2,400                   | 73%                      |
| Postage   | 01-5-230-6210    | 3,373.10                | 5,158.88                | 53.00                        | 2,241.52                        | 3,200                   | 70%                      |
| Printing & Publishing                                 | 01-5-230-6220    | 3,361.97                | 3,334.70                | 0.00                         | 1,705.60                        | 2,875                   | 59%                      |
| <b>Building Department - Contractual Expenses</b>     |                  | <b>61,202.25</b>        | <b>65,502.42</b>        | <b>2,224.66</b>              | <b>37,950.91</b>                | <b>62,575</b>           | <b>61%</b>               |
| Office Supplies                                       | 01-5-230-7020    | 6,661.11                | 6,765.38                | 730.43                       | 3,288.04                        | 8,500                   | 39%                      |
| Gas & Oil   | 01-5-230-7030    | 592.92                  | 627.54                  | 46.11                        | 606.00                          | 1,000                   | 61%                      |
| Miscellaneous Expense                                 | 01-5-230-7900    | 502.92                  | 199.42                  | 0.00                         | 177.00                          | 750                     | 24%                      |
| Operating Transfer Out                                | 01-5-230-9999    | 0.00                    | 0.00                    | 0.00                         | 0.00                            | 0                       | 0%                       |
| <b>Building Department - Supplies Expenses</b>        |                  | <b>7,756.95</b>         | <b>7,592.34</b>         | <b>776.54</b>                | <b>4,071.04</b>                 | <b>10,250</b>           | <b>40%</b>               |
| <b>Total Building Department Expenses</b>             |                  | <b>391,614.45</b>       | <b>455,132.79</b>       | <b>51,725.93</b>             | <b>332,973.34</b>               | <b>468,239</b>          | <b>71%</b>               |
| <b>NET - BUILDING DEPARTMENT</b>                      |                  | <b>(213,363.37)</b>     | <b>(250,378.20)</b>     | <b>(47,569.10)</b>           | <b>(189,740.52)</b>             | <b>(204,767)</b>        | <b>93%</b>               |
| <b>Civil Defense Department</b>                       |                  |                         |                         |                              |                                 |                         |                          |
| RE Tax - Civil Defense                                | 01-4-240-4010    | 7,030.74                | 7,018.63                | 0.00                         | 7,025.27                        | 7,000                   | 100%                     |
| Miscellaneous Revenues                                | 01-4-240-4900    | 631.35                  | 0.00                    | 0.00                         | 0.00                            | 0                       | 0%                       |
| Miscellaneous Expense                                 | 01-5-240-7900    | 83,747.22               | 5,265.00                | 0.00                         | 694.00                          | 7,000                   | 10%                      |
| <b>NET - CIVIL DEFENSE DEPARTMENT</b>                 |                  | <b>(76,085.13)</b>      | <b>1,753.63</b>         | <b>0.00</b>                  | <b>6,331.27</b>                 | <b>0</b>                | <b>#DIV/0!</b>           |

| Street Department                                      | Account #     | Actual<br>FY 18       | Actual<br>FY 19     | Month of<br>February | YTD Actual<br>for FY 20 | Budget<br>FY 20    | 83%<br>of budget |
|--|---------------|-----------------------|---------------------|----------------------|-------------------------|--------------------|------------------|
| RE Tax - Road & Bridge                                 | 01-4-310-4010 | 320,365.58            | 324,161.48          | 0.00                 | 319,897.13              | 320,000            | 100%             |
| Grants   | 01-4-310-4150 | 60,503.12             | 51,100.20           | 0.00                 | 35,309.53               | 0                  | 0%               |
| Sidewalk/Driveway/Lot Grading                          | 01-4-310-4350 | 2,220.00              | 2,524.00            | 0.00                 | 0.00                    | 2,000              | 0%               |
| Miscellaneous Revenues                                 | 01-4-310-4900 | 1,822.38              | 3,046.51            | 50.00                | 1,350.00                | 3,000              | 0%               |
| Expense Reimbursement                                  | 01-4-310-4940 | 34,421.34             | 83,599.28           | 7,628.04             | 26,240.44               | 10,000             | 0%               |
| Expense Reimbursement                                  | 01-5-310-4940 | (210,670.36)          | (39,605.40)         | 0.00                 | 0.00                    | -                  | 0%               |
| Sale of Assets   | 01-4-310-4950 | 0.00                  | 21,338.70           | 0.00                 | 0.00                    | -                  | 0%               |
| <b>Street Department - Revenues</b>                    |               | <b>208,662.06</b>     | <b>446,164.77</b>   | <b>7,678.04</b>      | <b>382,797.10</b>       | <b>335,000</b>     | <b>114%</b>      |
| Salaries - Regular - FT                                | 01-5-310-5010 | 580,406.51            | 583,118.92          | 102,774.11           | 566,900.46              | 672,391            | 84%              |
| Overtime   | 01-5-310-5040 | 37,416.56             | 48,528.08           | 10,836.40            | 48,335.31               | 40,000             | 121%             |
| Health Insurance                                       | 01-5-310-5130 | 220,842.37            | 148,531.47          | 16,929.00            | 155,464.60              | 180,060            | 86%              |
| Uniform Allowance                                      | 01-5-310-5140 | 16,329.15             | 15,546.66           | 1,326.02             | 13,023.23               | 16,000             | 81%              |
| Training   | 01-5-310-5152 | 293.10                | 150.00              | 0.00                 | 92.40                   | 1,500              | 6%               |
| <b>Street Dept - Personnel &amp; Benefits Expenses</b> |               | <b>855,287.69</b>     | <b>795,875.13</b>   | <b>131,865.53</b>    | <b>783,816.00</b>       | <b>909,951</b>     | <b>86%</b>       |
| Repair/Maint - Storm Drain                             | 01-5-310-6001 | 27,988.96             | 34,852.73           | 7,454.00             | 26,337.98               | 30,000             | 88%              |
| Repair/Maint - St/Parking Lot                          | 01-5-310-6002 | 119,636.90            | 103,068.06          | 3,401.71             | 136,375.11              | 95,000             | 144%             |
| Repair/Maint - Sidewalk/Curb                           | 01-5-310-6003 | 54,680.98             | 40,493.85           | 0.00                 | 65,458.33               | 40,000             | 164%             |
| Repair/Maint - Building                                | 01-5-310-6010 | 14,190.21             | 4,650.21            | 412.69               | 33,639.22               | 9,700              | 347%             |
| Repair/Maint - Equipment                               | 01-5-310-6020 | 114,315.41            | 108,432.84          | 4,348.44             | 104,900.41              | 110,000            | 95%              |
| Repair/Maint - Traffic Signal                          | 01-5-310-6024 | 88,578.51             | 73,972.81           | 4,298.39             | 25,346.76               | 30,000             | 84%              |
| Telephone/Utilities                                    | 01-5-310-6200 | 7,632.54              | 7,781.33            | 856.77               | 7,710.60                | 7,000              | 110%             |
| Leaf Clean-up/Removal                                  | 01-5-310-6826 | 9,296.40              | 912.00              | 0.00                 | 615.60                  | 12,000             | 5%               |
| <b>Street Department - Contractual Expenses</b>        |               | <b>436,319.91</b>     | <b>374,163.83</b>   | <b>20,772.00</b>     | <b>400,384.01</b>       | <b>333,700</b>     | <b>120%</b>      |
| Office Supplies  | 01-5-310-7020 | 4,707.63              | 2,836.57            | 77.25                | 2,710.97                | 6,000              | 45%              |
| Gas & Oil  | 01-5-310-7030 | 73,272.48             | 79,669.29           | 10,431.62            | 44,136.23               | 75,000             | 59%              |
| Operating Supplies                                     | 01-5-310-7040 | 32,087.06             | 28,398.03           | 1,701.70             | 21,925.70               | 25,000             | 88%              |
| Miscellaneous Expense                                  | 01-5-310-7900 | 1,165.50              | 1,818.11            | 177.00               | 4,242.90                | 2,000              | 0%               |
| <b>Street Department - Supplies Expenses</b>           |               | <b>111,232.67</b>     | <b>112,722.00</b>   | <b>12,387.57</b>     | <b>73,015.80</b>        | <b>108,000</b>     | <b>68%</b>       |
| Equipment  | 01-5-310-8200 | 0.00                  | 0.00                | 0.00                 | 45,100.00               | 0                  | 0%               |
| <b>Total Street Department Expenses</b>                |               | <b>1,402,840.27</b>   | <b>1,282,760.96</b> | <b>165,025.10</b>    | <b>1,302,315.81</b>     | <b>1,351,651</b>   | <b>96%</b>       |
| <b>NET - STREET DEPARTMENT</b>                         |               | <b>(1,194,178.21)</b> | <b>(836,596.19)</b> | <b>(157,347.06)</b>  | <b>(919,518.71)</b>     | <b>(1,016,651)</b> | <b>90%</b>       |
| <b>Street Lighting</b>                                 |               |                       |                     |                      |                         |                    |                  |
| RE Tax - Street Lighting                               | 01-4-330-4010 | 200,385.68            | 210,494.34          | 0.00                 | 210,229.60              | 210,000            | 100%             |
| Expense Reimbursement                                  | 01-5-330-4940 | 0.00                  | 0.00                | 0.00                 | 0.00                    | 0                  | 0%               |
| Repair/ Maint - Street Light                           | 01-5-330-6022 | 140,835.41            | 18,840.36           | 656.01               | 13,934.78               | 40,000             | 35%              |
| Street Lighting - electricity                          | 01-5-330-6310 | 278,689.77            | 278,935.37          | 21,846.61            | 130,055.42              | 240,000            | 54%              |
| <b>NET - STREET LIGHTING</b>                           |               | <b>(219,139.50)</b>   | <b>(87,281.39)</b>  | <b>(22,502.62)</b>   | <b>66,239.40</b>        | <b>(70,000)</b>    | <b>-95%</b>      |

| Landfill Department                   | Account #     | Actual<br>FY 18      | Actual<br>FY 19      | Month of<br>February | YTD Actual<br>for FY 20 | Budget<br>FY 20   | 83%<br>of budget |
|---------------------------------------|---------------|----------------------|----------------------|----------------------|-------------------------|-------------------|------------------|
| RE Tax - Refuse/Landfill              | 01-4-335-4010 | 45,101.85            | 50,124.61            | 0.00                 | 50,065.13               | 50,000            | 100%             |
| Miscellaneous Revenue                 | 01-4-335-4900 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| Miscellaneous Expenses                | 01-5-335-7900 | 68,103.20            | 52,605.91            | 25,000.00            | 53,019.65               | 54,000            | 98%              |
| <b>NET - GARBAGE DEPARTMENT</b>       |               | <b>(23,001.35)</b>   | <b>(2,481.30)</b>    | <b>(25,000.00)</b>   | <b>(2,954.52)</b>       | <b>(4,000)</b>    | <b>74%</b>       |
| <b>Forestry Department</b>            |               |                      |                      |                      |                         |                   |                  |
| RE Tax - Forestry                     | 01-4-340-4010 | 35,081.34            | 40,118.67            | 0.00                 | 40,056.08               | 40,000            | 100%             |
| Other Fees                            | 01-4-340-4490 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| Miscellaneous                         | 01-4-340-4900 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| Forestry Department Revenues          |               | 35,081.34            | 40,118.67            | 0.00                 | 40,056.08               | 40,000            | 100%             |
| Repair/ Maint - Other                 | 01-5-340-6090 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| Tree Removal or Purchase              | 01-5-340-6850 | 91,591.98            | 43,869.65            | 0.00                 | 30,694.15               | 50,000            | 61%              |
| Miscellaneous Expense                 | 01-5-340-7900 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | -                 | 0%               |
| Forestry Department Expensess         |               | 91,591.98            | 43,869.65            | 0.00                 | 30,694.15               | 50,000            | 61%              |
| <b>NET - FORESTRY DEPARTMENT</b>      |               | <b>(56,510.64)</b>   | <b>(3,750.98)</b>    | <b>0.00</b>          | <b>9,361.93</b>         | <b>(10,000)</b>   | <b>0%</b>        |
| <b>Engineering Department</b>         |               |                      |                      |                      |                         |                   |                  |
| Engineering                           | 01-5-360-6140 | 31,641.67            | 8,652.64             | 0.00                 | 16,453.76               | 27,000            | 61%              |
| Subdivision Expense                   | 01-5-360-6824 | 1,508.00             | 2,277.50             | 0.00                 | 414.00                  | 10,000            | 4%               |
| Office Supplies                       | 01-5-360-7020 | 7,013.20             | 6,181.27             | 345.40               | 3,075.39                | 7,600             | 40%              |
| Gas & Oil                             | 01-5-360-7030 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | -                 | 0%               |
| <b>NET - ENGINEERING DEPARTMENT</b>   |               | <b>(40,162.87)</b>   | <b>(17,111.41)</b>   | <b>(345.40)</b>      | <b>(19,943.15)</b>      | <b>(44,600)</b>   | <b>45%</b>       |
| <b>Health / Social Services</b>       |               |                      |                      |                      |                         |                   |                  |
| Council on Aging                      | 01-5-410-6830 | 23,000.00            | 23,000.00            | 0.00                 | 0.00                    | 23,000            | 0%               |
| Demolition / Nuisance                 | 01-5-410-6832 | 2,105.00             | 1,630.00             | 0.00                 | 1,628.00                | -                 | 0%               |
| <b>NET - HEALTH / SOCIAL SERVICES</b> |               | <b>(25,105.00)</b>   | <b>(24,630.00)</b>   | <b>0.00</b>          | <b>(1,628.00)</b>       | <b>(23,000)</b>   | <b>7%</b>        |
| <b>Economic Development</b>           |               |                      |                      |                      |                         |                   |                  |
| Planning Dept Services                | 01-5-610-6150 | 49,923.81            | 28,171.00            | 6,250.00             | 38,911.59               | 57,500            | 68%              |
| Economic / Business                   | 01-5-610-6840 | 73,000.00            | 73,000.00            | 2,195.00             | 64,995.00               | 89,800            | 72%              |
| Tourism                               | 01-5-610-6842 | 0.00                 | 6,000.00             | 0.00                 | 5,000.00                | 6,000             | 83%              |
| Historic Preservation                 | 01-5-610-6844 | 32,976.59            | 7,782.89             | 2,122.90             | 10,953.29               | 4,000             | 274%             |
| <b>NET - ECONOMIC DEVELOPMENT</b>     |               | <b>(155,900.40)</b>  | <b>(114,953.89)</b>  | <b>(10,567.90)</b>   | <b>(119,859.88)</b>     | <b>(157,300)</b>  | <b>76%</b>       |
| <b>Buchanan Street Strolls</b>        |               |                      |                      |                      |                         |                   |                  |
| Strolls Vendor Fee                    | 01-4-615-4490 | 0.00                 | 0.00                 | 175.00               | 575.00                  | 0                 | 0%               |
| Strolls Sponsors                      | 01-4-615-4495 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| Strolls Miscellaneous                 | 01-4-615-4900 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| <b>STROLLS REVENUE</b>                |               | <b>0.00</b>          | <b>0.00</b>          | <b>175.00</b>        | <b>(575.00)</b>         | <b>0</b>          | <b>0%</b>        |
| Buchanan Strolls Entertainment        | 01-50615-6190 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| Buchanan Strolls Supplies             | 01-5-615-7900 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| Buchanan Strolls Misc.                | 01-5-615-7900 | 0.00                 | 0.00                 | 0.00                 | 0.00                    | 0                 | 0%               |
| <b>STROLLS EXPENSES</b>               |               | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>             | <b>0</b>          | <b>0%</b>        |
| <b>NET - BUCHANAN STREET STROLLS</b>  |               | <b>0.00</b>          | <b>0.00</b>          | <b>(175.00)</b>      | <b>(575.00)</b>         | <b>0</b>          | <b>0%</b>        |
| <b>Utility Tax Dept.</b>              |               |                      |                      |                      |                         |                   |                  |
| Utility Tax - Electric                | 01-4-751-4131 | 1,364,570.77         | 1,416,157.49         | 113,906.23           | 1,089,355.81            | 1,438,703         | 76%              |
| Utility Tax - Gas                     | 01-4-751-4132 | 328,638.72           | 364,109.68           | 41,898.32            | 261,361.41              | 327,226           | 80%              |
| Utility Tax - Telephone               | 01-4-751-4133 | 262,901.00           | 230,453.27           | 16,995.75            | 172,447.27              | 242,024           | 71%              |
| Grants                                | 01-4-751-4150 | 0.00                 | 318,185.11           | 0.00                 | 1,717.50                | 0                 | 0%               |
| Expense Reimbursement                 | 01-4-751-4940 | 40,938.89            | 6,768.29             | 0.00                 | 0.00                    | 0                 | 0%               |
| Tripp Rd. Reconstruction              | 01-5-751-8056 | 47,257.18            | 563,641.56           | 57,825.11            | 58,411.36               | 0                 | 0%               |
| Southside Stormsewer Study            | 01-5-751-8058 | 87,498.97            | 24,289.75            | 1,411.25             | 10,961.72               | 0                 | 0%               |
| Bellwood Detention Basin              | 01-5-751-8060 | 27,478.50            | 35,002.50            | 0.00                 | 7,987.25                | 0                 | 0%               |
| Poplar Grove/ Lawrenceville Int       | 01-5-751-8062 | 0.00                 | 2,290.00             | 0.00                 | 5,152.50                | 0                 | 0%               |
|                                       |               | 1,834,814.73         | 1,712,740.03         | 113,563.94           | 1,442,369.16            | 2,007,953         | 72%              |
| <b>TOTAL GENERAL FUND REVENUES</b>    |               | <b>16,486,943.83</b> | <b>17,924,013.58</b> | <b>1,189,923.29</b>  | <b>17,074,782.44</b>    | <b>18,962,033</b> | <b>90%</b>       |
| <b>TOTAL GENERAL FUND EXPENSES</b>    |               | <b>16,486,943.83</b> | <b>17,411,787.39</b> | <b>1,762,957.70</b>  | <b>15,135,046.64</b>    | <b>18,931,832</b> | <b>80%</b>       |
| <b>NET REV OVER (UNDER) EXP</b>       |               | <b>0.00</b>          | <b>512,226.19</b>    | <b>(573,034.41)</b>  | <b>1,939,735.80</b>     | <b>30,199</b>     |                  |



**CASH FLOW STATEMENT FOR WATER / SEWER FUND as of February 29, 2020**

**Water / Sewer General Administration**

| Line Item                               | Account #     | Actual<br>FY 18 | Actual<br>FY 19 | Month of<br>February | Actual<br>FY 20 | Budget<br>FY 20 | 83.33%<br>used |
|---|---------------|-----------------|-----------------|----------------------|-----------------|-----------------|----------------|
| <b>Beginning Cash &amp; Investments</b> |               | 75,606          | 75,606          |                      | 75,632.00       | 75,632          |                |
| Interest Income-sweep acct              | 61-4-110-4600 | 0               | 26              | 0.00                 | 0.00            | 0               |                |
| Miscellaneous Revenues                  | 61-4-110-4900 | 0               | 473,115         | 0.00                 | 0.00            | 0               |                |
| Operating Transfer Out                  | 61-5-110-9999 | 0               | 473,115         | 0.00                 | 0.00            | 0               |                |
| <b>Ending Cash</b>                      |               | 75,606          | 75,632          | 0.00                 | 75,632.00       | 75,632          |                |

**Water Department**

| Line Item                               | Account #     | Actual<br>FY 18 | Actual<br>FY 19 | Month of<br>February | Actual<br>FY 20 | Budget<br>FY 20 | 83.33%<br>used |
|---|---------------|-----------------|-----------------|----------------------|-----------------|-----------------|----------------|
| <b>Beginning Cash &amp; Investments</b> |               | 590,508         | 430,423         |                      | 546,350.00      | 440,595         |                |
| Water Consumption                       | 61-4-810-4500 | 2,143,711       | 2,077,265       | 116,808.62           | 1,640,293.53    | 2,119,105       | 77%            |
| Dep on Agr - Westhill                   | 61-4-810-4521 | 0               | 2,111           | 0.00                 | 2,029.00        | 0               | 0%             |
| Meters Sold                             | 61-4-810-4530 | 93,455          | 91,771          | 59,625.92            | 82,307.32       | 93,650          | 88%            |
| Other Services                          | 61-4-810-4590 | 7,813           | 5,559           | 109.00               | 4,617.00        | 7,500           | 62%            |
| W/S Interest                            | 61-4-810-4600 | 2,333           | 706             | 3.65                 | 37.99           | 2,000           | 0%             |
| Miscellaneous Revenues                  | 61-4-810-4900 | 0               | 106             | 0.00                 | 294.20          | 0               | 0%             |
| Expense Reimbursement                   | 61-4-810-4940 | 39,267          | 22,730          | 0.00                 | 876.20          | 0               | 0%             |
| Sale of Assets                          | 61-4-810-4950 | 0               | 0               | 0.00                 | 0.00            | 0               | 0%             |
| Operating Transfers-In                  | 61-4-810-9998 | 0               | 0               | 0.00                 | 0.00            | -               | 0%             |
| <b>Total Water Department Revenues</b>  |               | 2,286,579       | 2,200,248       | 176,547.19           | 1,730,455.24    | 2,222,255       | 78%            |
| Salaries - Regular - FT                 | 61-5-810-5010 | 566,222         | 585,951         | 87,463.74            | 501,808.31      | 600,762         | 84%            |
| Overtime                                | 61-5-810-5040 | 28,055          | 39,362          | 3,240.30             | 42,121.62       | 35,000          | 120%           |
| FICA Water                              | 61-5-810-5079 | 49,317          | 52,123          | 3,160.92             | 44,392.82       | 48,636          | 91%            |
| IMRF                                    | 61-5-810-5120 | 73,542          | 69,635          | 0.00                 | 42,655.53       | 63,258          | 67%            |
| Group Health Insurance                  | 61-5-810-5130 | 246,826         | 176,383         | 16,073.50            | 159,993.70      | 208,390         | 77%            |
| Uniform Allowance                       | 61-5-810-5140 | 7,257           | 7,191           | 513.50               | 5,985.19        | 12,600          | 48%            |
| Rep& Maint-Infrastructure               | 61-5-810-6000 | 136,623         | 130,980         | 433.21               | 97,737.69       | 72,000          | 136%           |
| Rep& Maint - Buildings                  | 61-5-810-6010 | 14,405          | 18,624          | 170.41               | 12,744.34       | 16,000          | 80%            |
| Rep& Maint - Equipment                  | 61-5-810-6020 | 32,237          | 54,621          | 3,241.01             | 33,699.37       | 33,000          | 102%           |
| Rep& Maint - Vehicles                   | 61-5-810-6030 | 12,583          | 38,809          | 1,969.49             | 8,621.60        | 20,000          | 43%            |
| Rep& Maint - Contractual                | 61-5-810-6040 | 66,355          | 94,348          | 1,335.00             | 61,640.53       | 85,000          | 73%            |
| Other Professional Serv                 | 61-5-810-6190 | 2,132           | 15,504          | 0.00                 | 3,991.90        | 12,000          | 33%            |
| Telephone                               | 61-5-810-6200 | 9,220           | 9,759           | 813.11               | 7,525.36        | 9,000           | 84%            |
| Postage                                 | 61-5-810-6210 | 17,831          | 13,872          | 2,058.15             | 12,808.76       | 20,000          | 64%            |
| Utilities                               | 61-5-810-6300 | 255,296         | 256,770         | 14,939.31            | 163,802.83      | 260,000         | 63%            |
| Office Equip Rental/Maint               | 61-5-810-6410 | 29,265          | 18,281          | 605.88               | 30,198.84       | 28,000          | 108%           |
| Liability Insurance                     | 61-5-810-6800 | 111,448         | 111,448         | 0.00                 | 110,891.09      | 122,560         | 90%            |
| Lab Expense                             | 61-5-810-6812 | 30,984          | 42,859          | 2,488.25             | 18,168.43       | 36,000          | 50%            |
| Office Supplies                         | 61-5-810-7020 | 8,530           | 11,083          | 117.19               | 6,273.53        | 9,000           | 70%            |
| Gas & Oil                               | 61-5-810-7030 | 17,057          | 17,674          | 1,943.07             | 13,901.05       | 20,000          | 70%            |
| Operating Supplies                      | 61-5-810-7040 | 60,663          | 71,095          | 11,333.65            | 65,775.95       | 65,000          | 101%           |
| Chemicals                               | 61-5-810-7050 | 85,026          | 91,798          | 11,216.86            | 72,258.15       | 90,000          | 80%            |
| Meters                                  | 61-5-810-7060 | 41,995          | 37,679          | 0.00                 | 35,772.81       | 20,000          | 179%           |
| Bad Debt Expense                        | 61-5-810-7850 | 281             | 628             | 107.56               | 392.38          | 2,000           | 20%            |
| Miscellaneous Expense                   | 61-5-810-7900 | 4,077           | 3,893           | 28.97                | 1,448.01        | 7,000           | 21%            |
| Equipment                               | 61-5-810-8200 | 0               | 0               | 0.00                 | 0.00            | 0               | 0%             |
| Transfer Out                            | 61-5-810-9999 | 0               | 0               | 0.00                 | 0.00            | 0               | 0%             |
| Depreciation Set Aside                  |               | 314,772         | 324,215         | 27,833.33            | 278,333.30      | 334,000         | 83%            |
| Bond Pmt Set Aside                      |               | 213,350         | 10,000          | 0.00                 | 0.00            | 0               | 0%             |
| <b>Total Water Department Expenses</b>  |               | 2,435,350       | 2,304,587       | 191,086.41           | 1,832,943.09    | 2,229,206       | 82%            |
| <b>NET WATER DEPARTMENT</b>             |               | (148,770)       | (104,339)       | (14,539.22)          | (102,487.85)    | (6,951)         |                |
| Change in Accounts Receivable (YTD)     |               | (11,494)        | 220,265         |                      | (185,299.98)    |                 |                |
| <b>Ending Cash &amp; Investments</b>    |               | 430,244         | 546,350         | (14,539.22)          | 258,562.17      | 433,644         |                |

**CASH FLOW STATEMENT FOR WATER / SEWER FUND as of February 29, 2020**

**Sewer Department**

| Line Item                               | Account #     | Actual<br>FY 18 | Actual<br>FY 19 | Month of<br>February | Actual<br>FY 20 | Budget<br>FY 20 | 83.33%<br>used |
|---|---------------|-----------------|-----------------|----------------------|-----------------|-----------------|----------------|
| <b>Beginning Cash &amp; Investments</b> |               | 965,295         | 797,981         |                      | 812,379.00      | 229,675         |                |
| Grants                                  | 61-4-820-4150 | 0               | 0               | 0.00                 | 5,990.00        | 0               | 0%             |
| Sewer Consumption                       | 61-4-820-4500 | 3,349,266       | 3,294,575       | 178,246.28           | 2,581,916.38    | 3,287,944       | 79%            |
| Dep on Agr - Westhills                  | 61-4-820-4521 | 0               | 1,018           | 0.00                 | 1,093.00        | 0               | 0%             |
| Meters Sold                             | 61-4-820-4530 | 92,004          | 87,540          | 0.00                 | 4,559.00        | 93,650          | 5%             |
| Other Services                          | 61-4-820-4590 | 27,739          | 32,054          | 333.93               | 40,887.65       | 25,000          | 164%           |
| WWTP Interest                           | 61-4-820-4600 | 931             | 4,651           | 53.98                | 1,175.78        | 1,350           | 87%            |
| Miscellaneous Revenues                  | 61-4-820-4900 | 100             | 0               | 0.00                 | 0.00            | 0               | 0%             |
| Expense Reimbursement                   | 61-4-820-4940 | 123,351         | 500             | 0.00                 | 0.00            | 0               | 0%             |
| Operating Transfers-In                  | 61-4-820-9998 | 500,000         | 500,000         | 0.00                 | 0.00            | 500,000         | 0%             |
| <b>Total Sewer Department Revenues</b>  |               | 4,093,391       | 3,920,337       | 178,634.19           | 2,635,621.81    | 3,907,944       | 67%            |
| Salaries - Regular - FT                 | 61-5-820-5010 | 575,315         | 588,653         | 87,696.92            | 496,563.89      | 634,759         | 78%            |
| Overtime                                | 61-5-820-5040 | 46,506          | 54,196          | 2,538.98             | 42,744.16       | 55,000          | 78%            |
| FICA WWTP                               | 61-5-820-5079 | 40,034          | 41,270          | 3,104.12             | 35,774.67       | 52,767          | 68%            |
| IMRF                                    | 61-5-820-5120 | 76,818          | 71,163          | 0.00                 | 41,949.56       | 68,631          | 61%            |
| Group Health Insurance                  | 61-5-820-5130 | 234,151         | 170,310         | 15,351.30            | 153,221.10      | 179,480         | 85%            |
| Dental Claims                           | 61-5-820-5131 | 0               | 0               | 0.00                 | 0.00            | 0               | 0%             |
| Uniform Allowance                       | 61-5-820-5140 | 20,427          | 24,464          | 2,206.78             | 20,715.67       | 19,000          | 109%           |
| Travel                                  | 61-5-820-5151 | 0               | 0               | 0.00                 | 0.00            | 0               | 0%             |
| Rep & Maint - Lift Stations             | 61-5-820-6005 | 29,795          | 9,436           | 3,104.00             | 10,716.78       | 20,000          | 54%            |
| Rep & Maint - Buildings                 | 61-5-820-6010 | 91,703          | 139,929         | 6,562.44             | 77,375.14       | 123,000         | 63%            |
| Rep & Maint - Equipment                 | 61-5-820-6020 | 54,797          | 68,194          | 11,900.75            | 80,295.04       | 0               | 0%             |
| Rep & Maint - Vehicles                  | 61-5-820-6030 | 29,372          | 22,635          | 2,668.07             | 8,414.50        | 26,000          | 32%            |
| Rep & Maint - Contractual               | 61-5-820-6040 | 18,343          | 21,309          | 40,126.30            | 52,467.79       | 100,000         | 52%            |
| Other Professional Serv                 | 61-5-820-6190 | 103,291         | 113,726         | 0.00                 | 72,788.85       | 73,500          | 99%            |
| Telephone                               | 61-5-820-6200 | 9,369           | 8,858           | 635.49               | 6,974.48        | 11,000          | 63%            |
| Postage                                 | 61-5-820-6210 | 17,692          | 13,543          | 2,058.15             | 12,808.73       | 18,000          | 71%            |
| Utilities                               | 61-5-820-6300 | 212,511         | 234,644         | 21,145.02            | 158,815.42      | 230,000         | 69%            |
| Office Equip Rental/Maint               | 61-5-820-6410 | 3,077           | 3,455           | 236.72               | 2,705.82        | 6,000           | 45%            |
| Liability Insurance                     | 61-5-820-6800 | 132,345         | 132,345         | 0.00                 | 131,683.17      | 145,580         | 90%            |
| Lab Expense                             | 61-5-820-6812 | 27,530          | 51,658          | 2,607.75             | 29,114.45       | 40,000          | 73%            |
| Sludge Disposal                         | 61-5-820-6814 | 7,240           | 9,200           | 785.44               | 6,573.49        | 10,000          | 66%            |
| Office Supplies                         | 61-5-820-7020 | 8,613           | 8,648           | 1,954.01             | 8,331.59        | 8,000           | 104%           |
| Gas & Oil                               | 61-5-820-7030 | 18,551          | 11,108          | 1,528.38             | 9,959.26        | 30,000          | 33%            |
| Operating Supplies                      | 61-5-820-7040 | 20,120          | 18,595          | 1,357.37             | 18,246.87       | 20,000          | 91%            |
| Chemicals                               | 61-5-820-7050 | 24,826          | 35,484          | 0.00                 | 34,045.09       | 45,000          | 76%            |
| Meters                                  | 61-5-820-7060 | 30,521          | 34,243          | 0.00                 | 31,023.47       | 20,000          | 155%           |
| Bad Debt Expense                        | 61-5-820-7850 | 341             | 746             | 139.42               | 516.01          | 4,000           | 13%            |
| Miscellaneous Expenses                  | 61-5-820-7900 | 2,430           | 3,435           | 18.00                | 2,526.44        | 5,000           | 51%            |
| Equipment                               | 61-5-820-8200 | 0               | 0               | 0.00                 | 0.00            | 0               | 0%             |
| Operating Transfer Out                  | 61-5-820-9999 | 500,000         | 500,000         | 0.00                 | 0.00            | 500,000         | 0%             |
| Depreciation Set Aside                  |               | 466,544         | 481,000         | 41,666.66            | 416,666.60      | 500,000         | 83%            |
| Bond Pmt Set Aside                      |               | 338,350         | 180,000         | 12,083.33            | 120,833.30      | 145,000         | 83%            |
|   |               | 3,140,615       | 3,052,250       | 261,475.40           | 2,083,851.34    | 3,089,717       | 67%            |
| <b>Sewer Department</b>                 |               |                 |                 |                      |                 |                 |                |
| <b>Collection System Expenses</b>       |               |                 |                 |                      |                 |                 |                |
| Salaries - Regular - FT                 | 61-5-830-5010 | 284,555         | 295,079         | 46,022.01            | 251,883.05      | 308,462         | 82%            |
| Overtime                                | 61-5-830-5040 | 23,638          | 30,999          | 5,297.65             | 31,211.65       | 30,000          | 104%           |
| FICA Sewer                              | 61-5-830-5079 | 23,577          | 24,945          | 1,902.61             | 21,692.94       | 25,892          | 84%            |
| IMRF                                    | 61-5-830-5120 | 39,176          | 37,494          | 0.00                 | 22,499.80       | 33,677          | 67%            |
| Group Health Insurance                  | 61-5-830-5130 | 101,803         | 84,285          | 8,360.20             | 80,224.60       | 95,980          | 84%            |
| Uniform Allowance                       | 61-5-830-5140 | 5,200           | 4,830           | 406.63               | 4,288.29        | 6,600           | 65%            |
| Rep & Maint - Infrastructure            | 61-5-830-6000 | 37,085          | 26,495          | 0.00                 | 42,855.61       | 40,000          | 107%           |
| Rep & Maint - Equipment                 | 61-5-830-6020 | 23,840          | 7,759           | 41.01                | 12,274.70       | 12,000          | 102%           |
| Rep & Maint - Vehicles                  | 61-5-830-6030 | 17,076          | 18,461          | 393.52               | 9,241.61        | 20,000          | 46%            |
| Office Equip Rent/Maint                 | 61-5-830-6410 | 26,106          | 14,893          | 369.16               | 25,778.45       | 30,000          | 86%            |
| Gas & Oil                               | 61-5-830-7030 | 9,109           | 8,341           | 894.74               | 6,211.88        | 10,000          | 62%            |
| Operating Supplies                      | 61-5-830-7040 | 16,220          | 19,903          | 2,360.69             | 21,210.62       | 20,000          | 106%           |

## Sewer Department

|  | Account #     | Actual<br>FY 18 | Actual<br>FY 19 | Month of<br>February | Actual<br>FY 20 | Budget<br>FY 20 | 83.33%<br>used |
|--|---------------|-----------------|-----------------|----------------------|-----------------|-----------------|----------------|
| Misc. Expense                          | 61-5-830-7900 | 569             | 470             | 12.00                | 471.20          | 3,000           | 16%            |
| Equipment                              | 61-5-830-8200 | 0               | 0               | 0.00                 | 0.00            | 0               | 0%             |
| <b>Total Sewer Department Expenses</b> |               | 3,748,570       | 3,626,204       | 327,535.62           | 2,613,695.74    | 3,725,328       | 70%            |
| NET SEWER DEPARTMENT                   |               | 344,821         | 294,133         | (148,901.43)         | 21,926.07       | 182,616         |                |
| Change in Accounts Receivable          |               | (12,134.66)     | 220,265.37      |                      | (204,089.03)    | 0               |                |
| <b>Ending Cash &amp; Investments</b>   |               | 797,981         | 812,379         |                      | 630,216.04      | 412,291         |                |

## Bond Reserves (necessary per bond ordinances) - was 06-15

|   |         |           |       |            |         |    |
|---|---------|-----------|-------|------------|---------|----|
| <b>Beginning Cash &amp; Investments</b> | 588,709 | 591,698   |       | 246,599.00 | 241,698 |    |
| Additional reserves                     | 0       | 0         | 0     | 0          | 0       | 0% |
| Interest Income                         | 2,989   | 4,902     | 77.39 | 5,233.06   | 0       | 0% |
| Transfer Out: Bond Payment              | 0       | (350,000) | 0.00  | 220,000.00 | 220,000 | 0% |
| <b>Ending Cash &amp; Investments</b>    | 591,698 | 246,599   |       | 31,832.06  | 21,698  |    |

## Connection Fees (plant expansion) / Deposits on Agreement (system extensions) Accounting - was 05-10

|   |               |           |           |              |              |              |
|---|---------------|-----------|-----------|--------------|--------------|--------------|
| <b>Beginning Cash &amp; Investments</b> | 3,981,393     | 2,645,840 |           | 3,232,469.00 | 3,251,340    |              |
| <b>Sources</b>                          |               |           |           |              |              |              |
| Interest Income                         |               | 26,613    | 43,648    | 689.19       | 46,599.42    | 45,000 104%  |
| Connection Fees                         | 61-4-810-4510 | 47,382    | 15,134    | 0.00         | 17,605.00    | 20,000 88%   |
| Deposits on Agreement                   | 61-4-810-4520 | 1,045     | 768       | 113,873.70   | 305,045.70   | 2,500 12202% |
| Connection Fees                         | 61-4-820-4510 | 91,511    | 27,437    | 0.00         | 35,466.05    | 24,000 148%  |
| Deposits on Agreement                   | 61-4-820-4520 | 4,674     | 1,642     | 85,904.72    | 230,582.72   | 5,000 4612%  |
| Connection Fee Set-Aside                |               | 0         | 500,000   | 0.00         | 0.00         | 500,000 0%   |
| <b>TOTAL Sources</b>                    |               | 171,225   | 588,629   | 200,467.61   | 635,298.89   | 596,500 107% |
| <b>Uses</b>                             |               |           |           |              |              |              |
| Construction in Progress - Water (1790) |               | 0         | 0         | 0.00         | 0.00         | 0 0%         |
| Construction in Progress - Sewer (1790) |               | 0         | 0         | 96,056.99    | 598,597.19   | 0 0%         |
| Equipment & Vehicles (1750)             |               | 0         | 0         | 0.00         | 0.00         | 0 0%         |
| Recapture Refunds                       |               | 0         | 0         | 0.00         | 0.00         | 0 0%         |
| Land (1710)                             |               | 0         | 2,000     | 0.00         | 0.00         | 0 0%         |
| Loan to Depreciation Fund               |               | 1,506,778 | 0         | 0.00         | 0.00         | 0 0%         |
| <b>TOTAL Uses</b>                       |               | 1,506,778 | 2,000     | 96,056.99    | 598,597.19   | 0 0%         |
| <b>Ending Cash &amp; Investments</b>    |               | 2,645,840 | 3,232,469 |              | 3,269,170.70 | 3,847,840    |

| Line Item | Account # | Actual<br>FY 18 | Actual<br>FY 19 | Month of<br>February | Actual<br>FY 20 | Budget<br>FY 20 | 83.33%<br>used |
|-----------|-----------|-----------------|-----------------|----------------------|-----------------|-----------------|----------------|
|-----------|-----------|-----------------|-----------------|----------------------|-----------------|-----------------|----------------|

**Depreciation Funding - was 04-09 and 06-08**

|   |  |                  |                  |                   |                     |                     |            |
|---|--|------------------|------------------|-------------------|---------------------|---------------------|------------|
| <b>Beginning Cash &amp; Investments</b>     |  | 2,204,050        | 2,565,727        |                   | 1,324,272.00        | 2,505,445           |            |
| <b>Sources</b>                              |  |                  |                  |                   |                     |                     |            |
| Interest Income                             |  | 21,512           | 35,282           | 557.09            | 37,666.76           | 37,500              | 100%       |
| Loan Funds                                  |  | 0                | 0                | 0.00              | 0.00                | 4,699,000           | 0%         |
| Grant                                       |  | 0                | 0                | 0.00              | 0.00                | 0                   | 0%         |
| Misc.                                       |  | 0                | 0                | 0.00              | 0.00                | 0                   | 0%         |
| Depreciation set aside - Water (for Plant)  |  | 314,772          | 324,215          | 27,833.33         | 278,333.30          | 334,000             | 83%        |
| Depreciation set aside - Water (for System) |  | 0                | 0                | 0.00              | 0.00                | 0                   | 0%         |
| Depreciation set aside - Sewer (for System) |  | 966,544          | 981,000          | 41,666.67         | 416,666.70          | 1,000,000           | 42%        |
| Depreciation set aside - Sewer (for Repl)   |  | 0                | 0                | 0.00              | 0.00                | 0                   | 0%         |
| Loan From Connection Fees                   |  | 1,506,778        | 0                | 0.00              | 0.00                | 0                   | 0%         |
| <b>TOTAL Sources</b>                        |  | <b>2,809,605</b> | <b>1,340,497</b> | <b>70,057.09</b>  | <b>732,666.76</b>   | <b>6,070,500</b>    | <b>12%</b> |
| <b>Uses</b>                                 |  |                  |                  |                   |                     |                     |            |
| Construction in Progress - Water (1790)     |  | 800,150          | 416,014          | 844.22            | 52,355.34           | 0                   | 0%         |
| Construction in Progress - Sewer (1790)     |  | 1,397,060        | 1,089,005        | 15,020.75         | 331,840.89          | 4,699,000           | 7%         |
| Equipment & Vehicles (1750 & 1760))         |  | 250,716          | 103,817          | 395,817.00        | 428,297.00          | 505,000             | 85%        |
| Buildings                                   |  | 0                | 0                | 0.00              | 0.00                | 0                   | 0%         |
| Transfer Out - Connection Fees Loan Paym    |  | 0                | 500,000          | 0.00              | 0.00                | 500,000             | 0%         |
| Transfer Out- City Hall Roof                |  | 0                | 473,115          | 0.00              | 0.00                | 0                   | 0%         |
| <b>TOTAL Uses</b>                           |  | <b>2,447,927</b> | <b>2,581,952</b> | <b>411,681.97</b> | <b>812,493.23</b>   | <b>5,704,000</b>    | <b>14%</b> |
| <b>Ending Cash &amp; Investments</b>        |  | <b>2,565,727</b> | <b>1,324,272</b> |                   | <b>1,244,445.53</b> | <b>2,871,945.00</b> |            |

**Bond Payments Accounting - was 06-10 and 06-13**

|   |               |                |                |                  |                   |                   |             |
|---|---------------|----------------|----------------|------------------|-------------------|-------------------|-------------|
| <b>Beginning Cash &amp; Investments</b> |               | 122,163        | 130,895        |                  | 138,246.00        | 136,804           |             |
| <b>Sources</b>                          |               |                |                |                  |                   |                   |             |
| Interest Income                         |               | 3,624          | 5,943          | 93.84            | 6,344.85          | 6,000             | 106%        |
| Bond Proceeds                           | 61-4-110-4901 | 0              | 0              | 0.00             | 0.00              | 0                 | 0%          |
| Operating Transfers-In                  | 61-4-110-9998 | 0              | 0              | 0.00             | 0.00              | 0                 | 0%          |
| Bond Pmt Set Aside                      |               | 551,700        | 540,000        | 12,083.33        | 340,833.30        | 365,000           | 93%         |
| <b>TOTAL Sources</b>                    |               | <b>555,324</b> | <b>545,943</b> | <b>12,177.17</b> | <b>347,178.15</b> | <b>371,000</b>    | <b>94%</b>  |
| <b>Uses</b>                             |               |                |                |                  |                   |                   |             |
| Debt Service - Principal                | 61-5-110-8910 | 502,335        | 503,618        | 0.00             | 364,917.26        | 364,917           | 100%        |
| Interest Expense                        | 61-5-110-8920 | 44,257         | 34,974         | 0.00             | 25,074.40         | 25,074            | 100%        |
| Fiscal Charges                          | 61-5-110-8930 | 0              | 0              | 0.00             | 0.00              | 0                 | 0%          |
| Bond Issuance Costs                     | 61-5-110-9031 | 0              | 0              | 0.00             | 0.00              | 0                 | 0%          |
| <b>TOTAL Uses</b>                       |               | <b>546,592</b> | <b>538,592</b> | <b>0.00</b>      | <b>389,991.66</b> | <b>389,991</b>    | <b>100%</b> |
| <b>Ending Cash &amp; Investments</b>    |               | <b>130,895</b> | <b>138,246</b> |                  | <b>95,432.49</b>  | <b>117,813.00</b> |             |

**MONTHLY TREASURER'S REPORT**

**Activity for the month of: February 2020**

| FUND                          | FUND #    | Beginning Cash Balance | Receipts (Cash In)  | Expenditures (Cash Out) | Month's Due to or Due From Activity | Ending Cash Balance  | Outstanding Interfund Loans + Borrowings - | Ending Fund Balance  |
|-------------------------------|-----------|------------------------|---------------------|-------------------------|-------------------------------------|----------------------|--|----------------------|
| General                       | 01        | 12,854,656.47          | 1,172,199.81        | 1,644,744.66            | 1,081,693.08                        | 13,463,804.70        | 877.43                                     | 13,464,682.13        |
| Forestry                      | 01        | (323,033.82)           | 0.00                | 0.00                    |                                     | (323,033.82)         |  | (323,033.82)         |
| Landfill                      | 01        | (4,383.65)             | 0.00                | 25,000.00               |                                     | (29,383.65)          |  | (29,383.65)          |
| I M R F / Soc Sec             | 01        | 25,951.98              | 13,566.65           | 41,092.11               |                                     | (1,573.48)           |  | (1,573.48)           |
| Community Dev Fund            | 01        | (1,265,803.28)         | 4,156.83            | 51,725.93               |                                     | (1,313,372.38)       |  | (1,313,372.38)       |
| Liability Insurance           | 01        | (1,539,413.33)         | 0.00                | 395.00                  |                                     | (1,539,808.33)       |  | (1,539,808.33)       |
| <b>General Fund</b>           | <b>01</b> | <b>9,747,974.37</b>    | <b>1,189,923.29</b> | <b>1,762,957.70</b>     | <b>1,081,693.08</b>                 | <b>10,256,633.04</b> | <b>877.43</b>                              | <b>10,257,510.47</b> |
| Motor Fuel Tax                | 10        | 455,355.12             | 593.78              | 110,096.54              |                                     | 345,852.36           |  | 345,852.36           |
| Kishwaukee TIF                | 13        | 11,727.75              | 0.00                | 71.11                   |                                     | 11,656.64            | (877.43)                                   | 10,779.21            |
| Kishwaukee 2 TIF              | 15        | 4,914.77               | 0.00                | 0.00                    |                                     | 4,914.77             |  | 4,914.77             |
| Special Service Area 2        | 16        | 13,988.99              | 0.00                | 44.13                   |                                     | 13,944.86            |  | 13,944.86            |
| Special Service Area 3        | 17        | (290.02)               | 0.00                | 50.06                   |                                     | (340.08)             |  | (340.08)             |
| Capital Projects - general    |           |                        |                     |                         |                                     |                      |  |                      |
| Public Improvement            | 41        | 8,013.75               | 3.15                | 0.00                    |                                     | 8,016.90             |  | 8,016.90             |
| Capital Fund (752)            | 41        | 683,570.68             | 3,765.40            | 51,828.00               |                                     | 635,508.08           |  | 635,508.08           |
| State Street Bridge           | 41        | 56,117.81              | 0.00                | 0.00                    |                                     | 56,117.81            |  | 56,117.81            |
| <b>Capital Projects</b>       | <b>41</b> | <b>747,702.24</b>      | <b>3,768.55</b>     | <b>51,828.00</b>        | <b>0.00</b>                         | <b>699,642.79</b>    | <b>0.00</b>                                | <b>699,642.79</b>    |
| W/S General Admin             | 61        | 75,633.08              | 0.00                | 0.00                    |                                     | 75,633.08            |  | 75,633.08            |
| Water - operations            | 61        | 258,950.14             | 176,547.19          | 191,086.41              | 14,151.25                           | 258,562.17           |  | 258,562.17           |
| W / S - bond proceeds         | 61        | 0.00                   | 0.00                | 0.00                    |                                     | 0.00                 |  | 0.00                 |
| W / S - bond payments         | 61        | 83,254.98              | 12,177.17           | 0.00                    |                                     | 95,432.15            |  | 95,432.15            |
| W / S - bond reserves         | 61        | 31,754.67              | 77.39               | 0.00                    |                                     | 31,832.06            |  | 31,832.06            |
| Sewer - operations            | 61        | 764,966.22             | 178,634.19          | 327,535.62              | 14,151.25                           | 630,216.04           |  | 630,216.04           |
| W/S Cap Imprv (Depr) 04-09    | 61        | 827,546.40             | 27,900.24           | 844.22                  |                                     | 854,602.42           |  | 854,602.42           |
| W/S Connection/Agr Fees 05-10 | 61        | 3,214,709.13           | 200,467.61          | 96,056.99               |                                     | 3,319,119.75         |  | 3,319,119.75         |
| Sewer Plant Equip Repl 06-08  | 61        | 758,546.82             | 42,156.85           | 410,837.75              |                                     | 389,865.92           |  | 389,865.92           |
| <b>Water / Sewer Fund</b>     | <b>61</b> | <b>6,015,361.44</b>    | <b>637,960.64</b>   | <b>1,026,360.99</b>     | <b>28,302.50</b>                    | <b>5,655,263.59</b>  | <b>0.00</b>                                | <b>5,655,263.59</b>  |
| Escrow                        | 91        | 629,359.45             | 430.09              | 0.00                    |                                     | 629,789.54           |  | 629,789.54           |
| <b>TOTAL</b>                  |           | <b>17,626,094.11</b>   | <b>1,832,676.35</b> | <b>2,951,408.53</b>     | <b>1,109,995.58</b>                 | <b>17,617,357.51</b> | <b>0.00</b>                                | <b>17,617,357.51</b> |

| FUND                                     | FUND # | Checking            | Money Market        | C D 's               | Trust Acct  | Ending Cash Balance  | Due From + Due To - Other Funds | Ending Fund Balance  |
|--|--------|---------------------|---------------------|----------------------|-------------|----------------------|---------------------------------|----------------------|
| General Fund                             | 01     | 2,216,013.44        | 2,821,543.03        | 5,219,076.57         |             | 10,256,633.04        | 877.43                          | 10,257,510.47        |
| Motor Fuel Tax                           | 10     | 36,818.29           | 309,034.07          |                      |             | 345,852.36           |                                 | 345,852.36           |
| Kishwaukee TIF                           | 13     | 11,656.64           | 0.00                |                      |             | 11,656.64            | (877.43)                        | 10,779.21            |
| Kishwaukee 2 TIF                         | 15     | 4,914.77            | 0.00                |                      |             | 4,914.77             |                                 | 4,914.77             |
| Sp Srv Areas #2-Farmington               | 16     | 13,944.86           | 0.00                |                      |             | 13,944.86            |                                 | 13,944.86            |
| Sp Srv Areas #3-Farmington               | 17     | (340.08)            | 0.00                |                      |             | (340.08)             |                                 | (340.08)             |
| Capital Projects                         | 41     | 16,384.17           | 278,201.64          | 405,056.98           |             | 699,642.79           |                                 | 699,642.79           |
| Water / Sewer Fund                       | 61     | 501,626.40          | 19,126.27           | 5,134,510.92         |             | 5,655,263.59         |                                 | 5,655,263.59         |
| Escrow                                   | 91     | 73,887.46           | 555,902.08          | 0.00                 |             | 629,789.54           |                                 | 629,789.54           |
| <b>TOTAL</b>                             |        | <b>2,874,905.95</b> | <b>3,983,807.09</b> | <b>10,758,644.47</b> | <b>0.00</b> | <b>17,617,357.51</b> | <b>0.00</b>                     | <b>17,617,357.51</b> |
| Fire Department - 2% Fund                | 19     | 2,066.74            | 47,514.16           |                      |             | 49,580.90            |                                 | 49,580.90            |
| Seized Vehicles                          |        | 0.00                |                     |                      |             | 0.00                 |                                 | 0.00                 |
| Drug Operations                          |        | 54,743.92           |                     |                      |             | 54,743.92            |                                 | 54,743.92            |
| State Asset Forfeiture                   |        | 79,603.33           |                     |                      |             | 79,603.33            |                                 | 79,603.33            |
| Federal Forfeiture                       |        | 155,617.90          |                     |                      |             | 155,617.90           |                                 | 155,617.90           |
| Auction                                  |        | 47,079.34           |                     |                      |             | 47,079.34            |                                 | 47,079.34            |
| Metro Narcotics                          |        | 10,897.21           |                     |                      |             | 10,897.21            |                                 | 10,897.21            |
| Metro Narcotics OAF                      |        | 1,206.00            |                     |                      |             | 1,206.00             |                                 | 1,206.00             |
| Belvidere OAF                            |        | 508.50              |                     |                      |             | 508.50               |                                 | 508.50               |
| <b>TOTAL POLICE FUNDS as of Jan 2020</b> |        | <b>349,656.20</b>   |                     |                      |             | <b>349,656.20</b>    |                                 | <b>349,656.20</b>    |

Minutes  
Committee of the Whole  
Building, Planning, Zoning and Public Works  
March 9, 2020 6:00 p.m.

Call to Order - Mayor Mike Chamberlain:

Aldermen Present: D. Arevalo, R. Brereton, G. Crawford,  
W. Frank, M. Freeman, M. McGee  
T. Porter, T. Ratcliffe, D. Snow and  
C. Stevens.

Alderman Absent: None.

Also in attendance:

Director of Buildings Kip Countryman, Community Development  
Planner Gina DelRose, Police Chief Shane Woody, Fire Chief  
Al Hyser, City Treasurer Cory Thornton, Budget and Finance  
Director Becky Tobin, Public Works Director Brent Anderson,  
City Attorney Mike Drella and City Clerk Sarah Turnipseed.

Public Comment: Erica Simmons spoke on concerns with  
Ordinance #485H - An Ordinance Amending  
Section 98-12 of the Belvidere  
Municipal Code (Sidewalk Café  
Amendment).

Caleb Simmons spoke on concerns with  
Ordinance #485H - An Ordinance Amending  
Section 98-12 of the Belvidere  
Municipal Code (Sidewalk Café  
Amendment).

Discussion took place on Ordinance #485 -Amending Section  
98-12 of the Belvidere Municipal Code (Sidewalk Café  
Amendment).

Public Forum: None.

Reports of Officers, Boards and Special Committees:

Mayor Chamberlain announced he is looking for 25 volunteers  
for Wednesday, May 6<sup>th</sup> to set up the wall at the Boone  
County Fairgrounds for The Wall that Heals Event and to  
help take it down Sunday, May 10<sup>th</sup>.

Louis Carlile, director of Ida Public Library - Introduced himself and spoke on services, activities and budgeting goals for the library.

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business: None.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:

(A) TRC Proposal - Landfill #2 Annual Service.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Porter to approve the proposal from TRC, in the amount of \$40,100.00 for the 2020 Landfill #2 Annual Services. This work is included in the proposed Landfill budget, account number 01-5-335-7900. Aye voice vote carried. Motion carried.

(B) Farmington Pond Maintenance Agreement.

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Ratcliffe to enter into an agreement with Lakeland Biologists for the 2020 Farmington Ponds Maintenance Program at an estimated cost of \$15,402.00. This work will be paid for from the Farmington Ponds Special Service Areas. Aye voice vote carried. Motion carried.

(C) 2020 Sidewalk Program Bid Tabulation.

Motion Ald. Snow, 2<sup>nd</sup> by Ald. Porter to approve the low bid from Globe Construction, in the amount of \$46,415.00, for the City's annual sidewalk program. The unit prices are \$8.37/sf for removal and replacement of 4" sidewalk and \$7.50/sf for removal and replacement of 6" sidewalk. This work will be paid for from Line Item #01-5-310-6003. Aye voice vote carried. Motion carried.

(D) 2020 Mowing Bid Tabulation.

Motion by Ald. Porter, 2<sup>nd</sup> by Ald. Snow to approve the low bid from Langton Group, in the amount of \$285.00 per mowing, for the mowing of Water Department Sites. This

work will be paid from Water Department Line Item #61-5-810-6040. Aye voice vote carried. Motion carried.

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Snow to approve the low bid from Lawn Maintenance Services, in the amount \$520.00 per mowing, for the mowing of the Public Works Sites. This work will be paid from Street Department Line Item #01-5-310-6002. Aye voice vote carried. Motion carried.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Porter to approve the low bid from LawnCare by Walter, in the amount of \$225.00 per mowing, for the Farmington Ponds. This work will be paid from the Farmington Pond Maintenance Fund. Aye voice vote carried. Motion carried.

(E) 2020 Landscape Maintenance Bid Tabulation.

Motion by Ald. Arevalo, 2<sup>nd</sup> by Ald. McGee to approve the low bid from Area Services, in the amount of \$23,705.00, for the 2020 Landscape Maintenance Program. This work will be paid for from the Street Department Line Items #05-1-5-310-6002 and #01-5-310-6826. Aye voice vote carried. Motion carried.

(F) 2020 Tree Program Bid Tabulation.

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Arevalo to approve the low bid from "Trees "R" Us, in the amount of \$54,600.00, for tree work from May 1, 2020 to April 30, 2021 for the City of Belvidere. This work will be paid for from Forestry Funds. Aye voice vote carried. Motion carried.

(G) Intersection Review - Garfield & 3<sup>rd</sup> Street.

Matt Ragano spoke concerning the need of a yield sign at the intersection of Garfield & 3<sup>rd</sup> Street. Discussion took place. Motion by Ald. Brereton, 2<sup>nd</sup> by Ald. Snow to place yield signs on Garfield at the intersection of Garfield & West 3<sup>rd</sup> Street. (This will return in ordinance form). Aye voice vote carried. Motion carried

5. Other:

(A) Gas Use Tax.



Scott Schamberg with Avazar spoke on Gas Use Tax. Discussion took place. Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Crawford to forward to City Council the Gas Use Tax in ordinance form. Aye voice vote carried. Motion carried.

(B) Nicor Gas Use Tax Collection Agreement.

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Arevalo to approve forwarding to City Council for authorizing the execution of Municipal Gas Use Tax Collection Agreement between the City of Belvidere, Illinois and Northern Illinois Gas Company, d/b/a Nicor Gas Company. Aye voice vote carried. Motion carried.

(C) Amendment to Azavar Agreement.

Motion by Ald. Ratcliffe, 2<sup>nd</sup> by Ald. Snow to approve forwarding to City Council for authorizing the Amendment to the Azavar Agreement concerning the Gas Use Tax. Aye Voice Vote carried. Motion carried.

(D) FY21 Budget Discussion.

Discussion took place.

(E) License and Services Agreement between Tyler Technologies and the City of Belvidere.

Motion by Ald. McGee and 2<sup>nd</sup> by Ald. Ratcliffe to approve forwarding to City Council for authorizing the License and Services Agreement between Tyler Technologies and the City of Belvidere. Aye Voice Vote carried. Motion carried.

(F) Intergovernmental Agreement for Information Technology Services between the City of Belvidere and Boone County.

Removed from Agenda.

(G) Appointment of Don Banks to the Community Building Complex Committee.

Motion by Crawford, 2<sup>nd</sup> by Ald. Snow to Appoint Don Banks to the Community Building Complex Committee. Aye voice vote carried. Motion carried.

- (H) Appointment of Natalie Mulhall to the Belvidere Planning and Zoning Commission.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Arevalo to appoint Natalie Mulhall to the Belvidere Planning and Zoning Commission. Aye voice vote carried. Motion carried.

- (I) Discussion of Ordinance #485H - An Ordinance Amending Section 98-12 of the Belvidere Municipal Code. (Sidewalk Café) - Alderman Brereton.

Discussion took place under public comment.

- (J) Belvidere Fire Department Station 1 Remodeling - Drywall Estimates.

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Porter to approve the proposal from L5 Drywall in the amount of \$12,525.00 for drywalling at Fire Station 1 upstairs remodel. This cost of work will be paid for from the building repair/maintenance line item #01-5-220-6010. Aye voice carried. Motion carried.

6. Adjournment:

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Ratcliffe to adjourn meeting at 8:14 p.m. Aye voice vote carried. Motion carried.

\_\_\_\_\_ Mayor

Attest: \_\_\_\_\_ City Clerk

Sec. 98-12. - Private use of streets and sidewalks.

- (a) Except as provided herein, it shall be unlawful for any person to use any street, sidewalk or other public place, as space for the display of goods or merchandise for sale, or to write or mark any signs or advertisements on any such pavements. It is also unlawful to block or obstruct any portion of any street or sidewalk or other public place except as set forth herein or as permitted by this Code.
- (1) *Directional signs.* Directional signs for "qualified charitable organizations" as defined by the Internal Revenue Code may be placed on the terrace of the right-of-way on city streets at the expense of said organization. All signs shall be of such size, shape, and placement as proscribed by state department of transportation and the city public works/street department rules, regulations, and guidelines. Signs shall be maintained in reasonable condition. Faded, discolored, rusted, or damaged signs shall be replaced or removed at owner's expense within 90 days of notice by director of public works of the city.
- (2) *Sidewalk vending or sales.* The sale of goods and the display of goods is permitted in the CB central district only on portions of the sidewalk immediately adjacent to the structure housing the business displaying or offering for sale the goods. The display or sale of goods shall only be permitted after receiving a vending permit as set forth herein and pursuant to the terms of this section and the issued permit. The display or sale of goods is also subject to regulation by other portions of this Code, including but not limited to the zoning ordinance (chapter 150) and may be prohibited in certain areas where prohibited by other sections of this Code. The following regulations shall apply for the display and/or sale of goods on city sidewalks in the CB zoning district:
- a. Applicants for vending permits shall submit on the appropriate forms, an application to the city clerk. Each application shall state: Name and address of applicant, permit and space desired, period of time, hours of operation, goods or services for sale, a description or photo of any cart, booth, structure, table, chairs or other equipment and a drawing to scale of their location, and any electrical or other services desired. All applications must be accompanied by proof of issuance of all necessary building, health or other required permits or licenses and the application fee of \$75.00 annually.
  - b. All carts or booths and other structures or equipment shall conform to the following requirements and restrictions:
    1. Meet all applicable city, state and federal regulations.
    2. Benefit the public or enhance the ambiance of the downtown.
    3. Be maintained in a high-quality state of repair.
    4. *Size requirements.* Vending activities shall not extend more than half the width of the sidewalk, and must not block or impede pedestrian traffic along the sidewalk, or ingress and egress to the business it fronts, or neighboring businesses. Vendors may not extend beyond the width of the face of the business it fronts.
  - c. Vending activities must be manned by a minimum of one responsible individual over the age of 15 at all times. If a minor is running the vending, a legally responsible adult associated with the business must be within the business building during operation of the vending activities.
  - d. Vendors must be an extension of the existing business fronting the sidewalk space they are occupying.
  - e. During the course of business, no call out, cry, or by use of any device make any noise to call attention to the sale of any goods, wares, merchandise or service whatsoever, or in any manner obstruct or interfere with the orderly flow of pedestrian traffic. No music or other noisy distractions shall be allowed.

- f. Vendor must provide adequate garbage cans for disposal of any trash, and must maintain the area within and in proximity to any cart, structure or location in a neat, clean and hazard-free condition.
  - g. Vendors must supply the city with appropriate certificate of insurance for operation covering the activity of the vendor. Vendor shall indemnify and hold harmless the city from and against any and all loss, cost, damages or expenses to persons or property, including property of the city, arising out of or claimed to have arisen out of such use. Furthermore, all users shall defend, at no cost to the city, any such claims or suits, provided that the city may, in its sole option, join in the defense of such claim or suit without relieving the user from any of its promises or obligations.
  - h. Vendors must comply with all existing restrictions of the county health department.
  - i. Vendors shall cooperate with inspection of the premises, goods, or articles at any reasonable hour by the authorized agent, officer or employee of the city or its designate.
  - j. Vendors must ascertain and at all times comply with all laws, ordinances and regulations, and all state statutes, applicable to such permitted business or premises, including but not limited to all building, zoning, fire, health and labor regulations.
  - k. Vendor must post and maintain any and all permits delivered for use in a conspicuous place.
  - l. Vendors may operate between the hours of 7:00 a.m. and 8:00 p.m. daily. Vendor permits shall be valid for the period of April 1, through November 1 annually.
  - m. Vendor shall remove any cart, booth, structure, furniture or equipment from the sidewalk area at the close of business for the day. No cart, booth, structure, furniture or equipment shall be permitted to remain on the public sidewalk overnight. All carts, booths, structures, furniture or equipment shall be of a type and maintained so as to enhance the aesthetic and overall appearance of the downtown. The city reserves the right to determine the acceptability of carts, booths, structures, furniture or equipment for use on public sidewalks.
- (3) *Sidewalk Cafés.* A Sidewalk Café is an outdoor area located on the sidewalk portion of the public right-of-way and which is maintained and operated by an establishment, coffeehouse, teashop or restaurant for purposes of providing seating for patrons for the consumption of food or beverages. Sidewalk cafés shall be permitted in the CB zoning district only after receiving a permit as set forth herein and pursuant to the terms of this section and the issued permit. Sidewalk Cafés may also subject to regulation by other portions of this Code, including but not limited to the zoning ordinance (chapter 150) and may be prohibited in certain areas where prohibited by other sections of this Code. The following regulations shall apply to sidewalk cafés in the CB zoning district:
- a. Applicants for Sidewalk Café permits shall submit on the appropriate forms an application to the city clerk. Each application shall state: Name and address of applicant, permit and space desired, period of time, hours of operation, a description or photo of any cart, booth, structure, table, chairs or other equipment and a drawing to scale of their location, and any electrical or other services desired. All applications must be accompanied by proof of issuance of all necessary building, health or other required permits or licenses and the application fee of \$75.00 annually.
  - b. All carts or booths and other structures or equipment shall conform to the following requirements and restrictions:
    1. Meet all applicable city, state and federal regulations.
    2. Benefit the public or enhance the ambiance of the downtown.
    3. Be maintained in a high-quality state of repair.

4. *Size requirements.* Activities shall not extend more than half the width of the sidewalk, and must not block or impede pedestrian traffic along the sidewalk, or ingress and egress to the business it fronts, or neighboring businesses. A Sidewalk Café may not extend beyond the width of the face of the business it fronts. A minimum pedestrian width of four feet shall be maintained at all times.
  5. The city reserves the right to deny any request for a Sidewalk Café permit if it reasonably determines that there is insufficient sidewalk space to accommodate the request either due to the actual width of the sidewalk, volume of pedestrian traffic in the area, or the condition of the sidewalk.
  6. All Sidewalk Cafés shall meet the Sidewalk Café design guidelines which were adopted contemporaneously with this section in Ordinance Number 983G.
  7. Sidewalk Cafés shall be temporary in nature capable of being disassembled and securely stored on the premises of the establishment operating the café within ten minutes.
- c. Sidewalk Cafés shall be manned by a minimum of one responsible individual over the age of 18 at all times. The individual may also be employed within the establishment but shall also maintain vigilant supervision over the sidewalk café.
  - d. Sidewalk Cafés must be an extension of the existing business fronting the sidewalk space they are occupying.
  - e. During the course of business, no call out, cry, or by use of any device make any noise to call attention to the sale of any goods, wares, merchandise or service whatsoever, or in any manner obstruct or interfere with the orderly flow of pedestrian traffic. No music or other noisy distractions shall be allowed.
  - f. Sidewalk Café operators must provide adequate garbage cans for disposal of any trash, and must maintain the area within and in proximity to any cart, structure or location in a neat, clean and hazard-free condition.
  - g. An establishment operating a Sidewalk Café shall supply the city with a certificate of insurance, reasonably acceptable to the city, covering the activity of the operator. The certificate of insurance shall name the city as an additional insured and shall be primary to any insurance carried by the city. The operator of a Sidewalk Café shall indemnify, defend and hold harmless the city from and against any and all loss, cost, damages or expenses to persons or property, including property of the city, arising out of or claimed to have arisen out of such use. Furthermore, all users shall defend, at no cost to the city, any such claims or suits, provided that the city may, in its sole option, join in the defense of such claim or suit without relieving the user from any of its promises or obligations.
  - h. Sidewalk Cafés must comply with all existing restrictions of the county health department.
  - i. Sidewalk Café operators shall cooperate with inspection of the premises, goods, or articles at any reasonable hour by the authorized agent, officer or employee of the city or its designate.
  - j. Sidewalk Cafés must ascertain and at all times comply with all laws, ordinances and regulations, and all state statutes, applicable to such permitted business or premises, including but not limited to all building, zoning, fire, health and labor regulations.
  - k. Sidewalk Cafés must post and maintain any and all permits delivered for use in a conspicuous place.
  - l. Sidewalk Cafés may operate between the hours of 7:00 a.m. and 9:00 p.m. daily. Vendor permits shall be valid for the period of April 1, through November 1 annually.
  - m. Sidewalk Café operators shall remove any cart, booth, structure, furniture or equipment from the sidewalk area at the close of business for the day. No cart, booth, structure, furniture or equipment shall be permitted to remain on the public sidewalk overnight. All

carts, booths, structures, furniture or equipment shall be of a type and maintained so as to enhance the aesthetic and overall appearance of the downtown. The city reserves the right to determine the acceptability of carts, booths, structures, furniture or equipment for use on public sidewalks.

- n. Sidewalk Café operators shall not serve alcoholic beverages unless the underlying establishment has appropriate valid liquor licenses issued by the State of Illinois and the City allowing consumption of alcohol on premises and have received specific authority to serve alcoholic beverages as a part of their Sidewalk Café permit. When applying for a Sidewalk Café Permit the applicant shall specifically state whether they are seeking permission to serve alcoholic beverages. The following regulations, in addition to all other requirements, shall apply to all Sidewalk Cafés serving alcohol:
    1. The applicant shall provide proof of liquor liability (dram shop) insurance with the application for a Sidewalk Café Permit with the request to serve alcohol.
    2. The Sidewalk Café Permittee has an affirmative duty to prohibit any patron from leaving the Sidewalk Café premises with any alcoholic liquor, except a package properly sealed, bagged and receipted pursuant to Section 633 of the Illinois Liquor Control Act.
    3. Alcohol served or consumed within a Sidewalk Café premises shall only be served or consumed in a plastic cup clearly identifying the retail establishment from which the alcohol was purchased.
    4. A Sidewalk Café may only allow consumption of alcohol if the underlying establishment derives at least 50% of its gross profit from the sale of food for consumption on the premises. Further, alcohol may only be served as a companion to the sale of food for consumption in the Sidewalk Café.
    4. Bring your own alcohol (BYOB) is not permitted within a Sidewalk Café premises.
    5. The City may require, as a condition of allowing a Sidewalk Café, that the retail establishment engage in a beautification program requiring decorative fencing, decorative railings, decorative plantings, flower boxes etc. as a part of the City's objective of fostering aesthetically pleasing streets and boulevards.
    6. Any Sidewalk Café with specific permission to serve alcoholic beverages shall enclose the permitted area from the remainder of the public way, and be maintained in accordance with a plan reasonably approved by the City. The boundary shall be no less than 24 inches or more than 36 inches in height. The boundary shall be durable so that it shall not collapse or fall over due to wind or incidental contact with patrons or pedestrians. The boundary may have movable sections to aid in public access to seating as long as the boundary complies with the submitted plan. The boundary shall be maintained in place during operating hours. No boundary may be stabilized by bolting to the sidewalk. The boundary shall be designed to leave at least four (4) feet of clear and unobstructed sidewalk space to allow for pedestrian passage. Clearance between Sidewalk Café and all public way encumbrances shall also be at least 6 feet. Non-permissible enclosure of City property, within the boundaries of the Sidewalk Café, shall include, but is not limited to, parking meters, fire hydrants, and utility or signal control boxes. These types of items can be identified as items which must be accessible to the public or to the City for emergency services.
  - o. The Sidewalk Café shall be operated in conformance with the approved plan of operation submitted with the application. Any change in operation or location other than de minimis modifications requires the prior approval of the City.
- (b) Whoever violates any provision of this article for which no penalty is otherwise provided, shall be subject to punishment as provided in section 1-9. A separate offense shall be deemed committed on each day that a violation occurs or continues. The permits granted in this section shall be subject to the provisions of chapter 26, sections 26-31 et seq. regarding licensing regulations and discipline except as modified herein.

# **BUDGET ORDINANCE**

## **City of Belvidere**

### **Ordinance #486H**

An ordinance budgeting for all corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2020, and ending April 30, 2021.

BE IT ORDAINED by the Mayor and the City Council of the City of Belvidere, Boone County, Illinois, that

SECTION 1: The amount hereinafter set forth, or so much thereof as may be authorized by law, and as may be needed or deemed necessary to defray all expenses and liabilities of the municipality be and the same are hereby budgeted for the corporate purposes of the City of Belvidere, Boone County, Illinois as hereinafter specified for the fiscal year beginning May 1, 2020, and ending April 30, 2021.

SECTION 2: The amount budgeted for each object and purpose shall be as set forth in Exhibit A.

SECTION 3: The salaries for appointed officials and certain other employees are established and fixed as set forth in Exhibit B, which is incorporated by this reference.

SECTION 4: If any section, subdivision, or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5: A certified copy of this ordinance shall be filed with the County Clerk within 30 days after adoption.

SECTION 6: This ordinance shall be published in pamphlet form and shall be in full force and effect after its passage, approval, and publication as provided by law.

PASSED this \_\_\_\_\_ day of April, 2020, pursuant to a roll call vote by the City Council of the City of Belvidere, Boone County, Illinois.

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Sponsor: \_\_\_\_\_



## GENERAL FUND

## EXHIBIT A

| Line Item   | Account #     | Actual<br>FY 19   | FY 20<br>Budget   | REVISED<br>Budget<br>FY 20 | FY 21<br>Budget<br>Request |
|---|---------------|-------------------|-------------------|----------------------------|----------------------------|
| <b>Beginning Cash</b>                             |               | <b>7,785,653</b>  | <b>8,311,183</b>  | <b>8,311,183</b>           | <b>7,664,539</b>           |
| <b>General Administration</b>                     |               |                   |                   |                            |                            |
| RE Property Tax                                   | 01-4-110-4010 | 1,773,399         | 1,769,385         | 1,769,385                  | 1,769,385                  |
| Hotel / Motel Tax                                 | 01-4-110-4011 | 3,702             | 3,440             | 3,440                      | 3,420                      |
| Auto Rental Tax                                   | 01-4-110-4012 | 7,259             | 7,020             | 7,020                      | 7,200                      |
| Muni Infrastructure Maint                         | 01-4-110-4013 | 115,227           | 119,400           | 119,400                    | 105,000                    |
| State Income Tax                                  | 01-4-110-4100 | 2,484,021         | 2,577,688         | 2,577,688                  | 2,686,425                  |
| Home Rule Sales Tax                               | 01-4-110-4109 | 75,147            | 1,200,000         | 1,200,000                  | 1,130,065                  |
| Muni Sales Tax                                    | 01-4-110-4110 | 3,583,826         | 3,634,459         | 3,634,459                  | 3,660,790                  |
| Sales Tax to Developer                            | 01-4-110-4111 | 0                 | 0                 | 0                          | 0                          |
| Local Use Tax                                     | 01-4-110-4112 | 756,473           | 811,045           | 811,045                    | 908,267                    |
| Local Motor Fuel Tax                              | 01-4-110-4113 | 339,494           | 558,000           | 558,000                    | 564,000                    |
| Replacement Tax                                   | 01-4-110-4120 | 450,226           | 469,498           | 469,498                    | 451,329                    |
| Repl Tax Dist to Pensions                         | 01-4-110-4121 | (268,051)         | (268,051)         | (268,051)                  | (264,297)                  |
| State Grants                                      | 01-4-110-4150 | 2,270             | 0                 | 0                          | 0                          |
| Business License                                  | 01-4-110-4200 | 13,640            | 16,595            | 16,595                     | 14,950                     |
| Liquor License & Fines                            | 01-4-110-4210 | 169,400           | 117,700           | 117,700                    | 117,900                    |
| Amusement Machine                                 | 01-4-110-4230 | 65,800            | 73,800            | 73,800                     | 85,000                     |
| Court Fines                                       | 01-4-110-4400 | 340,757           | 338,850           | 338,850                    | 282,238                    |
| Parking Fines                                     | 01-4-110-4410 | 21,254            | 20,825            | 20,825                     | 21,040                     |
| Seized Vehicle Fee                                | 01-4-110-4420 | 71,300            | 78,000            | 78,000                     | 64,800                     |
| Engr Fees-Subdivision                             | 01-4-110-4430 | 0                 | 20,000            | 20,000                     | 20,000                     |
| Video Gambling                                    | 01-4-110-4440 | 345,766           | 336,000           | 336,000                    | 366,000                    |
| Franchise Fees                                    | 01-4-110-4450 | 333,905           | 280,434           | 280,434                    | 279,964                    |
| Comcast Fees                                      | 01-4-110-4455 | 0                 | 0                 | 0                          | 0                          |
| Death/Birth Certificates                          | 01-4-110-4460 | 19,116            | 19,528            | 19,528                     | 19,678                     |
| Accident/Fire Reports                             | 01-4-110-4470 | 6,033             | 6,478             | 6,478                      | 5,108                      |
| Annexation/Plat Fees                              | 01-4-110-4471 | 0                 | 20,000            | 20,000                     | 20,000                     |
| Tipping Fees                                      | 01-4-110-4472 | 70,327            | 81,156            | 81,156                     | 64,858                     |
| Fuel Charges (outside vendors)                    | 01-4-110-4550 | 216,538           | 230,246           | 230,246                    | 223,950                    |
| Interest Income                                   | 01-4-110-4600 | 131,548           | 141,000           | 141,000                    | 128,000                    |
| Misc Revenues                                     | 01-4-110-4900 | 19,146            | 24,600            | 24,600                     | 18,000                     |
| Heritage Days                                     | 01-4-110-4901 | 126,731           | 0                 | 0                          | 0                          |
| Historic Preservation: Fund Raising               | 01-4-110-4902 | 4,497             | 0                 | 0                          | 0                          |
| Historic Preservation: Grant Reimb.               | 01-4-110-4903 | 16,289            | 0                 | 0                          | 0                          |
| Operating Transfer in (Reserves)                  | 01-4-110-9998 | 0                 | 0                 | 0                          | 1,200,000                  |
| <b>Total General Administration Revenues</b>      |               | <b>11,295,039</b> | <b>12,687,096</b> | <b>12,687,096</b>          | <b>13,953,070</b>          |
| Salaries - Elected Officials                      | 01-5-110-5000 | 214,542           | 215,212           | 215,212                    | 215,889                    |
| Salaries - Regular - FT                           | 01-5-110-5010 | 233,509           | 241,286           | 241,286                    | 240,828                    |
| Group Health Insurance                            | 01-5-110-5130 | 469,144           | 527,147           | 527,147                    | 529,174                    |
| Health Ins Claims Paid (Dental)                   | 01-5-110-5131 | 29,265            | 35,000            | 35,000                     | 35,000                     |
| Group Life Insurance                              | 01-5-110-5132 | 1,392             | 1,458             | 1,458                      | 1,512                      |
| Unemployment Compensation                         | 01-5-110-5136 | 0                 | 0                 | 0                          | 0                          |
| Health Insurance Reimbursement                    | 01-4-110-4540 | (143,896)         | (148,333)         | (148,333)                  | (139,504)                  |
| Meeting & Conferences                             | 01-5-110-5154 | 10,977            | 14,850            | 14,850                     | 14,430                     |
| Subscriptions/Ed Materials                        | 01-5-110-5156 | 697               | 650               | 650                        | 700                        |
| <b>Gen Admin Personnel &amp; Benefit Expenses</b> |               | <b>815,630</b>    | <b>887,270</b>    | <b>887,270</b>             | <b>898,029</b>             |
| Repairs/Maint - Bldgs                             | 01-5-110-6010 | 29,490            | 24,340            | 24,340                     | 26,060                     |
| Repairs/Maint - Equip                             | 01-5-110-6020 | 5,021             | 5,000             | 5,000                      | 5,500                      |
| Legal   | 01-5-110-6110 | 7,390             | 15,600            | 15,600                     | 15,100                     |
| Other Professional Services                       | 01-5-110-6190 | 69,383            | 45,000            | 45,000                     | 78,000                     |
| Telephone   | 01-5-110-6200 | 21,791            | 22,490            | 22,490                     | 45,660                     |
| Codification                                      | 01-5-110-6225 | 5,941             | 2,000             | 2,000                      | 5,000                      |
| Other Communications                              | 01-5-110-6290 | 3,101             | 3,420             | 3,420                      | 2,700                      |
| <b>Gen Admin Contractual Expenses</b>             |               | <b>142,117</b>    | <b>117,850</b>    | <b>117,850</b>             | <b>178,020</b>             |

| General Administration (cont)                    | Account #     | Actual<br>FY 19  | FY 20<br>Budget  | REVISED<br>Budget<br>FY 20 | FY 21<br>Budget<br>Request |
|--|---------------|------------------|------------------|----------------------------|----------------------------|
| Office Supplies                                  | 01-5-110-7020 | 41,698           | 76,700           | 76,700                     | 84,800                     |
| Gas and Oil                                      | 01-5-110-7030 | 195,926          | 162,943          | 162,943                    | 206,400                    |
| Other Supplies                                   | 01-5-110-7800 | 4,934            | 6,800            | 6,800                      | 6,800                      |
| Gen Admin Supplies Expenses                      |               | 242,558          | 246,443          | 246,443                    | 298,000                    |
| Miscellaneous Expense                            | 01-5-110-7900 | 75,992           | 93,730           | 93,730                     | 83,830                     |
| Reimb of Seized Vehicle Fee                      | 01-5-110-7901 | 300              | 0                | 0                          | 0                          |
| Heritage Days                                    | 01-5-110-7902 | 94,304           | 0                | 0                          | 0                          |
| Comcast Charges                                  | 01-5-110-7903 | 0                | 0                | 0                          | 0                          |
| Operating Transfers Out                          | 01-5-110-9999 | 659,243          | 1,763,646        | 1,763,646                  | 2,248,332                  |
| Total General Administration Expenses            |               | 2,030,145        | 3,108,939        | 3,108,939                  | 3,706,211                  |
| <b>NET GENERAL ADMINISTRATION</b>                |               | <b>9,264,894</b> | <b>9,578,157</b> | <b>9,578,157</b>           | <b>10,246,859</b>          |
| <b>General Fund - Audit Department</b>           |               |                  |                  |                            |                            |
| RE Taxes - Audit                                 | 01-4-130-4010 | 20,072           | 20,000           | 20,000                     | 20,000                     |
| Accounting & Auditing                            | 01-5-130-6100 | 31,000           | 36,500           | 36,500                     | 37,500                     |
| <b>NET - AUDIT DEPARTMENT</b>                    |               | <b>(10,928)</b>  | <b>(16,500)</b>  | <b>(16,500)</b>            | <b>(17,500)</b>            |
| <b>General Fund - IMRF Department</b>            |               |                  |                  |                            |                            |
| RE Taxes - IMRF                                  | 01-4-140-4010 | 65,161           | 65,000           | 65,000                     | 65,000                     |
| Replacement Tax                                  | 01-4-140-4120 | 93,615           | 90,889           | 90,889                     | 90,999                     |
| Interest Income                                  | 01-4-140-4600 | 0                | 0                | 0                          | 0                          |
| Expense Reimbursement                            | 01-4-140-4940 | 27,163           | 25,505           | 25,505                     | 28,278                     |
| Total IMRF Revenues                              |               | 185,939          | 181,394          | 181,394                    | 184,277                    |
| IMRF Premium Expense                             | 01-5-140-5120 | 165,964          | 149,896          | 149,896                    | 177,268                    |
| <b>NET - IMRF DEPARTMENT</b>                     |               | <b>19,975</b>    | <b>31,498</b>    | <b>31,498</b>              | <b>7,009</b>               |
| <b>General Fund - Social Security Department</b> |               |                  |                  |                            |                            |
| RE Taxes - FICA/Med                              | 01-4-150-4010 | 200,458          | 200,000          | 200,000                    | 200,000                    |
| Expense Reimbursement                            | 01-4-150-4940 | 136,303          | 137,722          | 137,722                    | 146,914                    |
| Library Expense Reimbursement                    | 01-4-150-4941 | 30,369           | 30,600           | 30,600                     | 30,983                     |
| Total Soc Security Revenues                      |               | 367,131          | 368,322          | 368,322                    | 377,897                    |
| FICA Expense                                     | 01-5-150-5110 | 212,628          | 226,129          | 226,129                    | 239,885                    |
| Medicare Expense                                 | 01-5-150-5112 | 132,929          | 141,874          | 141,874                    | 151,328                    |
| Total Soc Security Expenses                      |               | 345,557          | 368,003          | 368,003                    | 391,213                    |
| <b>NET - SOCIAL SECURITY DEPT</b>                |               | <b>21,574</b>    | <b>319</b>       | <b>319</b>                 | <b>(13,316)</b>            |
| <b>General Fund - Liability Insurance Dept</b>   |               |                  |                  |                            |                            |
| RE Taxes - Ins Liability                         | 01-4-160-4010 | 300,708          | 300,000          | 300,000                    | 300,000                    |
| Expense Reimbursement                            | 01-4-160-4940 | 0                | 0                | 0                          | 0                          |
| Total Liability Insurance Revenues               |               | 300,708          | 300,000          | 300,000                    | 300,000                    |
| Insurance Premium                                | 01-5-160-6800 | 457,401          | 480,375          | 480,375                    | 480,375                    |
| <b>NET - LIABILITY INSURANCE DEPT</b>            |               | <b>(156,694)</b> | <b>(180,375)</b> | <b>(180,375)</b>           | <b>(180,375)</b>           |

| <b>Police Department</b>                            |               | Actual             | FY 20              | REVISED            | <b>FY 21</b>       |
|---|---------------|--------------------|--------------------|--------------------|--------------------|
| Account #   | FY 19         | Budget             | FY 20              | Budget             | <b>Budget</b>      |
|   |               |                    |                    |                    | <b>Request</b>     |
| RE Property Tax                                     | 01-4-210-4010 | 1,204,169          | 1,201,417          | 1,201,417          | 1,201,417          |
| Grants  | 01-4-210-4150 | 23,221             | 27,000             | 27,000             | 30,768             |
| Sex Offender Registration Fee                       | 01-4-210-4480 | 5,120              | 5,000              | 5,000              | 5,000              |
| Miscellaneous Revenues                              | 01-4-210-4900 | 171,816            | 212,247            | 212,247            | 194,878            |
| Expense Reimbursement                               | 01-4-210-4940 | 10,605             | 0                  | 0                  | 0                  |
| Sale of Assets                                      | 01-4-210-4950 | 0                  | 0                  | 0                  | 0                  |
| <b>Total Police Department Revenues</b>             |               | <b>1,414,931</b>   | <b>1,445,664</b>   | <b>1,445,664</b>   | <b>1,432,063</b>   |
| Salary - Regular - FT                               | 01-5-210-5010 | 3,482,997          | 3,667,877          | 3,667,877          | 3,808,854          |
| Overtime  | 01-5-210-5040 | 257,388            | 406,100            | 406,100            | 406,000            |
| Police Pension                                      | 01-5-210-5122 | 1,184,098          | 1,237,250          | 1,237,250          | 1,326,460          |
| Health Insurance                                    | 01-5-210-5130 | 859,401            | 945,642            | 945,642            | 974,355            |
| Dental Insurance                                    | 01-5-210-5131 | 61,897             | 55,000             | 55,000             | 60,000             |
| Unemployment  | 01-5-210-5136 | 0                  | 0                  | 0                  | 0                  |
| Uniform Allowance                                   | 01-5-210-5140 | 64,458             | 73,430             | 73,430             | 77,539             |
| Training  | 01-5-210-5152 | 48,636             | 81,305             | 81,305             | 88,905             |
| <b>Police Dept Personnel &amp; Benefit Expenses</b> |               | <b>5,958,875</b>   | <b>6,466,604</b>   | <b>6,466,604</b>   | <b>6,742,113</b>   |
| Repair/Maint-Equipment                              | 01-5-210-6020 | 19,007             | 27,775             | 27,775             | 30,280             |
| Repair/Maint-Vehicles                               | 01-5-210-6030 | 73,869             | 103,825            | 103,825            | 115,700            |
| Telephone/Utilities                                 | 01-5-210-6200 | 44,988             | 44,000             | 44,000             | 44,000             |
| Physical Exams                                      | 01-5-210-6810 | 0                  | 2,135              | 2,135              | 2,135              |
| Community Policing                                  | 01-5-210-6816 | 6,892              | 13,500             | 13,500             | 13,500             |
| K 9 Program Expenses                                | 01-5-210-6818 | 3,707              | 7,050              | 7,050              | 8,800              |
| Sex Offender State Disburse                         | 01-5-210-6835 | 2,955              | 2,500              | 2,500              | 3,600              |
| <b>Police Department - Contractual Expenses</b>     |               | <b>151,418</b>     | <b>200,785</b>     | <b>200,785</b>     | <b>218,015</b>     |
| Office Supplies                                     | 01-5-210-7020 | 5,952              | 12,650             | 12,650             | 8,050              |
| Gas & Oil   | 01-5-210-7030 | 91,331             | 112,500            | 112,500            | 112,500            |
| Operating Supplies                                  | 01-5-210-7040 | 27,198             | 46,665             | 46,665             | 45,825             |
| Miscellaneous Expense                               | 01-5-210-7900 | 12,407             | 33,300             | 33,300             | 31,700             |
| <b>Police Department - Supplies Expense</b>         |               | <b>136,888</b>     | <b>205,115</b>     | <b>205,115</b>     | <b>198,075</b>     |
| Equipment   | 01-5-210-8200 | 45,757             | 69,700             | 69,700             | 66,650             |
| Vehicles  | 01-5-210-8300 | 0                  | 0                  | 0                  | 0                  |
| <b>Total Police Department Expenses</b>             |               | <b>6,292,938</b>   | <b>6,942,204</b>   | <b>6,942,204</b>   | <b>7,224,853</b>   |
| <b>NET - POLICE DEPARTMENT</b>                      |               | <b>(4,878,007)</b> | <b>(5,496,540)</b> | <b>(5,496,540)</b> | <b>(5,792,790)</b> |
| <b>Public Safety Building Department</b>            |               |                    |                    |                    |                    |
| Salaries - Regular - FT                             | 01-5-215-5010 | 656,405            | 684,286            | 684,286            | 706,198            |
| Other (FICA & IMRF)                                 | 01-5-215-5079 | 106,740            | 120,777            | 120,777            | 124,644            |
| Other Contractual Services                          | 01-5-215-6890 | 376,337            | 308,232            | 308,232            | 318,232            |
| <b>NET - PUBLIC SAFETY BLDG DEPT</b>                |               | <b>(1,139,483)</b> | <b>(1,113,295)</b> | <b>(1,113,295)</b> | <b>(1,149,074)</b> |

| <b>Fire Department</b>                               | <b>Account #</b> | <b>Actual<br/>FY 19</b> | <b>FY 20<br/>Budget</b> | <b>REVISED<br/>Budget<br/>FY 20</b> | <b>FY 21<br/>Budget<br/>Request</b> |
|--|------------------|-------------------------|-------------------------|-------------------------------------|-------------------------------------|
| RE Property Tax                                      | 01-4-220-4010    | 1,023,473               | 1,021,132               | 1,021,132                           | 1,021,132                           |
| Grants   | 01-4-220-4150    | 6,466                   | 0                       | 0                                   | 0                                   |
| Miscellaneous Revenues                               | 01-4-220-4900    | 15,182                  | 25,000                  | 25,000                              | 25,000                              |
| Expense Reimbursement                                | 01-4-220-4940    | 723                     | 0                       | 0                                   | 0                                   |
| Sale of Assets                                       | 01-4-220-4950    | 0                       | 0                       | 0                                   | 0                                   |
| <b>Total Fire Department Revenues</b>                |                  | <b>1,045,844</b>        | <b>1,046,132</b>        | <b>1,046,132</b>                    | <b>1,046,132</b>                    |
| Salaries - Regular - FT                              | 01-5-220-5010    | 2,113,028               | 2,194,419               | 2,194,419                           | 2,351,452                           |
| Overtime   | 01-5-220-5040    | 164,132                 | 188,000                 | 188,000                             | 140,000                             |
| Fire Pension   | 01-5-220-5124    | 1,003,401               | 1,036,418               | 1,036,418                           | 1,088,082                           |
| Health Insurance                                     | 01-5-220-5130    | 497,102                 | 550,039                 | 550,039                             | 595,102                             |
| Dental Insurance                                     | 01-5-220-5131    | 21,475                  | 32,000                  | 32,000                              | 32,000                              |
| Unemployment Insurance                               | 01-5-220-5136    | 0                       | 0                       | 0                                   | 0                                   |
| Uniform Allowance                                    | 01-5-220-5140    | 35,180                  | 32,400                  | 32,400                              | 34,400                              |
| Training   | 01-5-220-5152    | 25,591                  | 20,000                  | 20,000                              | 20,000                              |
| <b>Fire Depart Personnel &amp; Benefits Expenses</b> |                  | <b>3,859,911</b>        | <b>4,053,276</b>        | <b>4,053,276</b>                    | <b>4,261,036</b>                    |
| Repair/Maint-Bldg                                    | 01-5-220-6010    | 16,497                  | 40,000                  | 40,000                              | 40,000                              |
| Repair/Maint-Equipment                               | 01-5-220-6020    | 14,162                  | 14,200                  | 14,200                              | 17,000                              |
| Repair/Maint-Vehicles                                | 01-5-220-6030    | 29,835                  | 53,500                  | 53,500                              | 55,000                              |
| Telephone/Utilities                                  | 01-5-220-6200    | 9,898                   | 15,240                  | 15,240                              | 10,440                              |
| Physical Exams                                       | 01-5-220-6810    | 775                     | 2,500                   | 2,500                               | 2,500                               |
| Fire Prevention                                      | 01-5-220-6822    | 8,659                   | 12,000                  | 12,000                              | 12,000                              |
| EMS  | 01-5-220-6824    | 6,832                   | 11,500                  | 11,500                              | 11,500                              |
| <b>Fire Department - Contractual Expenses</b>        |                  | <b>86,658</b>           | <b>148,940</b>          | <b>148,940</b>                      | <b>148,440</b>                      |
| Office Supplies                                      | 01-5-220-7020    | 11,514                  | 14,100                  | 14,100                              | 15,300                              |
| Gas & Oil  | 01-5-220-7030    | 19,561                  | 20,000                  | 20,000                              | 20,000                              |
| Operating Supplies                                   | 01-5-220-7040    | 8,167                   | 8,000                   | 8,000                               | 10,000                              |
| Miscellaneous Expense                                | 01-5-220-7900    | 557                     | 1,000                   | 1,000                               | 1,000                               |
| <b>Fire Department - Supplies Expenses</b>           |                  | <b>39,799</b>           | <b>43,100</b>           | <b>43,100</b>                       | <b>46,300</b>                       |
| Equipment  | 01-5-220-8200    | 30,052                  | 25,000                  | 25,000                              | 25,000                              |
| <b>Total Fire Department Expenses</b>                |                  | <b>4,016,420</b>        | <b>4,270,316</b>        | <b>4,270,316</b>                    | <b>4,480,776</b>                    |
| <b>NET - FIRE DEPARTMENT</b>                         |                  | <b>(2,970,576)</b>      | <b>(3,224,184)</b>      | <b>(3,224,184)</b>                  | <b>(3,434,644)</b>                  |
| <b>Police &amp; Fire Commission Department</b>       |                  |                         |                         |                                     |                                     |
| Physical Exams                                       | 01-5-225-6810    | 5,307                   | 16,500                  | 16,500                              | 16,500                              |
| Other Contractual Services                           | 01-5-225-6890    | 8,242                   | 10,015                  | 10,015                              | 10,015                              |
| <b>NET - POLICE &amp; FIRE COMMISSION</b>            |                  | <b>(13,549)</b>         | <b>(26,515)</b>         | <b>(26,515)</b>                     | <b>(26,515)</b>                     |

|   | Account #     | Actual<br>FY 19  | FY 20<br>Budget  | REVISED<br>Budget<br>FY 20 | FY 21<br>Budget<br>Request |
|---|---------------|------------------|------------------|----------------------------|----------------------------|
| <b>Community Development</b>                          |               |                  |                  |                            |                            |
| Building Permits                                      | 01-4-230-4300 | 127,618          | 158,827          | 158,827                    | 158,827                    |
| Electric Permits                                      | 01-4-230-4310 | 10,156           | 18,619           | 18,619                     | 16,000                     |
| Electrician Certification Fees                        | 01-4-230-4315 | 2,900            | 3,200            | 3,200                      | 3,000                      |
| Plumbing Permits                                      | 01-4-230-4320 | 7,133            | 10,641           | 10,641                     | 5,000                      |
| HVAC Permits  | 01-4-230-4330 | 3,035            | 5,500            | 5,500                      | 3,035                      |
| Plan Review Fees                                      | 01-4-230-4340 | 14,167           | 31,298           | 31,298                     | 20,000                     |
| Sidewalk/Lot Grading Fee                              | 01-4-230-4350 | 678              | 1,156            | 1,156                      | 3,000                      |
| Insulation Permits                                    | 01-4-230-4360 | 768              | 1,639            | 1,639                      | 800                        |
| Zoning Review Fee                                     | 01-4-230-4370 | 2,615            | 3,384            | 3,384                      | 3,400                      |
| Code Enforcement                                      | 01-4-230-4380 | 6,500            | 6,500            | 6,500                      | 6,500                      |
| Other Permits   | 01-4-230-4390 | 4,620            | 5,488            | 5,488                      | 5,500                      |
| Miscellaneous Revenues                                | 01-4-230-4900 | 305              | 200              | 200                        | 200                        |
| Expense Reimbursement                                 | 01-4-230-4940 | 3,696            | 3,420            | 3,420                      | 2,805                      |
| Planning Fees   | 01-4-230-4950 | 17,425           | 12,900           | 12,900                     | 10,897                     |
| Planning Misc.  | 01-4-230-4955 | 3,140            | 700              | 700                        | 900                        |
| <b>Community Dev - Revenues</b>                       |               | <b>204,755</b>   | <b>263,472</b>   | <b>263,472</b>             | <b>239,864</b>             |
|   |               |                  |                  |                            |                            |
| Salaries- Regular - FT                                | 01-5-230-5010 | 244,445          | 256,305          | 256,305                    | 266,350                    |
| FICA  | 01-5-230-5079 | 17,965           | 19,607           | 19,607                     | 20,376                     |
| IMRF  | 01-5-230-5120 | 27,163           | 25,505           | 25,505                     | 28,281                     |
| Health Ins Expense                                    | 01-5-230-5130 | 85,459           | 83,997           | 83,997                     | 74,770                     |
| Dental Insurance                                      | 01-5-230-5131 | 3,608            | 5,000            | 5,000                      | 4,000                      |
| Unemployment  | 01-5-230-5136 | 0                | 0                | 0                          | 0                          |
| Training  | 01-5-230-5152 | 3,399            | 5,000            | 5,000                      | 5,000                      |
| <b>Building Dept Personnel &amp; Benefits Expense</b> |               | <b>382,038</b>   | <b>395,414</b>   | <b>395,414</b>             | <b>398,777</b>             |
|   |               |                  |                  |                            |                            |
| Repair/Maint - Equip                                  | 01-5-230-6020 | 7,339            | 6,100            | 6,100                      | 6,100                      |
| Repair/Maint - Vehicles                               | 01-5-230-6030 | 490              | 1,000            | 1,000                      | 1,000                      |
| Other Professional Services                           | 01-5-230-6190 | 46,520           | 47,000           | 47,000                     | 47,000                     |
| Telephone   | 01-5-230-6200 | 2,660            | 2,400            | 2,400                      | 2,400                      |
| Postage   | 01-5-230-6210 | 5,159            | 3,200            | 3,200                      | 3,577                      |
| Printing & Publishing                                 | 01-5-230-6220 | 3,335            | 2,875            | 2,875                      | 2,743                      |
| Other Contractual Services                            | 01-5-230-6890 | 0                | 0                | 0                          | 6,150                      |
| <b>Building Department - Contractual Expenses</b>     |               | <b>65,502</b>    | <b>62,575</b>    | <b>62,575</b>              | <b>68,970</b>              |
|   |               |                  |                  |                            |                            |
| Office Supplies                                       | 01-5-230-7020 | 6,765            | 8,500            | 8,500                      | 9,000                      |
| Gas & Oil   | 01-5-230-7030 | 628              | 1,000            | 1,000                      | 1,000                      |
| Miscellaneous Expense                                 | 01-5-230-7900 | 199              | 750              | 750                        | 750                        |
| Operating Transfer Out                                | 01-5-230-9999 | 0                | 0                | 0                          | 0                          |
| <b>Building Department - Supplies Expenses</b>        |               | <b>7,592</b>     | <b>10,250</b>    | <b>10,250</b>              | <b>10,750</b>              |
|   |               |                  |                  |                            |                            |
| <b>Total Building Department Expenses</b>             |               | <b>455,133</b>   | <b>468,239</b>   | <b>468,239</b>             | <b>478,497</b>             |
|   |               |                  |                  |                            |                            |
| <b>NET - BUILDING DEPARTMENT</b>                      |               | <b>(250,378)</b> | <b>(204,767)</b> | <b>(204,767)</b>           | <b>(238,633)</b>           |
|   |               |                  |                  |                            |                            |
| <b>Civil Defense Department</b>                       |               |                  |                  |                            |                            |
| RE Tax - Civil Defense                                | 01-4-240-4010 | 7,019            | 7,000            | 7,000                      | 7,000                      |
| Miscellaneous Revenues                                | 01-4-240-4900 | 0                | 0                | 0                          | 0                          |
| Miscellaneous Expense                                 | 01-5-240-7900 | 5,265            | 7,000            | 7,000                      | 7,000                      |
| <b>NET - CIVIL DEFENSE DEPARTMENT</b>                 |               | <b>1,754</b>     | <b>0</b>         | <b>0</b>                   | <b>0</b>                   |

| Street Department                                      | Account #     | Actual           | FY 20              | REVISED            | FY 21              |
|--|---------------|------------------|--------------------|--------------------|--------------------|
|  |               | FY 19            | Budget             | Budget             | Budget             |
|  |               |                  |                    | FY 20              | Request            |
| RE Tax - Road & Bridge                                 | 01-4-310-4010 | 324,161          | 320,000            | 320,000            | 320,000            |
| Grants   | 01-4-310-4150 | 51,100           | 0                  | 0                  | 0                  |
| Sidewalk/Driveway/Lot Grading                          | 01-4-310-4350 | 2,524            | 2,000              | 2,000              | 0                  |
| Miscellaneous Revenues                                 | 01-4-310-4900 | 3,047            | 3,000              | 3,000              | 3,000              |
| Expense Reimbursement                                  | 01-4-310-4940 | 83,599           | 10,000             | 10,000             | 10,000             |
| Expense Reimbursement                                  | 01-5-310-4940 | (39,605)         | 0                  | 0                  | 0                  |
| Sale of Assets   | 01-5-310-4950 | 21,339           | 0                  | 0                  | 0                  |
| <b>Street Department - Revenues</b>                    |               | <b>446,165</b>   | <b>335,000</b>     | <b>335,000</b>     | <b>333,000</b>     |
| Salaries - Regular - FT                                | 01-5-310-5010 | 583,119          | 672,391            | 672,391            | 694,500            |
| Overtime   | 01-5-310-5040 | 48,528           | 40,000             | 40,000             | 45,000             |
| Health Insurance                                       | 01-5-310-5130 | 148,531          | 180,060            | 180,060            | 201,096            |
| Uniform Allowance                                      | 01-5-310-5140 | 15,547           | 16,000             | 16,000             | 16,000             |
| Training   | 01-5-310-5152 | 150              | 1,500              | 1,500              | 1,500              |
| <b>Street Dept - Personnel &amp; Benefits Expenses</b> |               | <b>795,875</b>   | <b>909,951</b>     | <b>909,951</b>     | <b>958,096</b>     |
| Repair/Maint - Storm Drain                             | 01-5-310-6001 | 34,853           | 30,000             | 30,000             | 30,000             |
| Repair/Maint - St/Parking Lot                          | 01-5-310-6002 | 103,068          | 95,000             | 95,000             | 97,500             |
| Repair/Maint - Sidewalk/Curb                           | 01-5-310-6003 | 40,494           | 40,000             | 40,000             | 40,000             |
| Repair/Maint - Building                                | 01-5-310-6010 | 4,650            | 9,700              | 9,700              | 10,000             |
| Repair/Maint - Equipment                               | 01-5-310-6020 | 108,433          | 110,000            | 110,000            | 110,000            |
| Repair/Maint - Traffic Signal                          | 01-5-310-6024 | 73,973           | 30,000             | 30,000             | 30,000             |
| Telephone/Utilities                                    | 01-5-310-6200 | 7,781            | 7,000              | 7,000              | 8,000              |
| Leaf Clean-up/Removal                                  | 01-5-310-6826 | 912              | 12,000             | 12,000             | 12,000             |
| <b>Street Department - Contractual Expenses</b>        |               | <b>374,164</b>   | <b>333,700</b>     | <b>333,700</b>     | <b>337,500</b>     |
| Office Supplies  | 01-5-310-7020 | 2,837            | 6,000              | 6,000              | 6,000              |
| Gas & Oil  | 01-5-310-7030 | 79,669           | 75,000             | 75,000             | 75,000             |
| Operating Supplies                                     | 01-5-310-7040 | 28,398           | 25,000             | 25,000             | 30,000             |
| Miscellaneous Expense                                  | 01-5-310-7900 | 1,818            | 2,000              | 2,000              | 2,000              |
| <b>Street Department - Supplies Expenses</b>           |               | <b>112,722</b>   | <b>108,000</b>     | <b>108,000</b>     | <b>113,000</b>     |
| Equipment  | 01-5-310-8200 | 0                | 0                  | 0                  | 0                  |
| <b>Total Street Department Expenses</b>                |               | <b>1,282,761</b> | <b>1,351,651</b>   | <b>1,351,651</b>   | <b>1,408,596</b>   |
| <b>NET - STREET DEPARTMENT</b>                         |               | <b>(836,596)</b> | <b>(1,016,651)</b> | <b>(1,016,651)</b> | <b>(1,075,596)</b> |
| <b>Street Lighting</b>                                 |               |                  |                    |                    |                    |
| RE Tax - Street Lighting                               | 01-4-330-4010 | 210,494          | 210,000            | 210,000            | 210,000            |
| Expense Reimbursement                                  | 01-4-330-4940 | 0                | 0                  | 0                  | 0                  |
| Repair/ Maint - Street Light                           | 01-5-330-6022 | 18,840           | 40,000             | 40,000             | 30,000             |
| Street Lighting - Electricity                          | 01-5-330-6310 | 278,935          | 240,000            | 240,000            | 230,000            |
| <b>NET - STREET LIGHTING</b>                           |               | <b>(87,281)</b>  | <b>(70,000)</b>    | <b>(70,000)</b>    | <b>(50,000)</b>    |

| Landfill                              | Account #     | Actual<br>FY 19   | FY 20<br>Budget   | REVISED<br>Budget<br>FY 20 | FY 21<br>Budget<br>Request |
|---------------------------------------|---------------|-------------------|-------------------|----------------------------|----------------------------|
| RE Tax - Refuse/Landfill              | 01-4-335-4010 | 50,125            | 50,000            | 50,000                     | 50,000                     |
| Miscellaneous Revenues                | 01-4-335-4900 | 0                 | 0                 | 0                          | 0                          |
| Miscellaneous Expenses                | 01-5-335-7900 | 52,606            | 54,000            | 54,000                     | 54,000                     |
| <b>NET - GARBAGE DEPARTMENT</b>       |               | <b>(2,481)</b>    | <b>(4,000)</b>    | <b>(4,000)</b>             | <b>(4,000)</b>             |
| <b>Forestry Department</b>            |               |                   |                   |                            |                            |
| RE Tax - Forestry                     | 01-4-340-4010 | 40,119            | 40,000            | 40,000                     | 40,000                     |
| Miscellaneous Revenues                | 01-4-340-4900 | 0                 | 0                 | 0                          | 0                          |
| Forestry Department Revenues          |               | 40,119            | 40,000            | 40,000                     | 40,000                     |
| Tree Removal or Purchase              | 01-5-340-6850 | 43,870            | 50,000            | 50,000                     | 40,000                     |
| Miscellaneous Expense                 | 01-5-340-7900 | 0                 | 0                 | 0                          | 0                          |
| Forestry Department Expenses          |               | 43,870            | 50,000            | 50,000                     | 40,000                     |
| <b>NET - FORESTRY DEPARTMENT</b>      |               | <b>(3,751)</b>    | <b>(10,000)</b>   | <b>(10,000)</b>            | <b>0</b>                   |
| <b>Engineering Department</b>         |               |                   |                   |                            |                            |
| Engineering                           | 01-5-360-6140 | 8,653             | 27,000            | 27,000                     | 27,000                     |
| Subdivision Expense                   | 01-5-360-6824 | 2,278             | 10,000            | 10,000                     | 10,000                     |
| Office Supplies                       | 01-5-360-7020 | 6,181             | 7,600             | 7,600                      | 7,600                      |
| Gas & Oil                             | 01-5-360-7030 | 0                 | 0                 | 0                          | 0                          |
| <b>NET - ENGINEERING DEPARTMENT</b>   |               | <b>(17,111)</b>   | <b>(44,600)</b>   | <b>(44,600)</b>            | <b>(44,600)</b>            |
| <b>Health / Social Services</b>       |               |                   |                   |                            |                            |
| Council on Aging                      | 01-5-410-6830 | 23,000            | 23,000            | 23,000                     | 23,000                     |
| Demolition / Nuisance                 | 01-5-410-6832 | 1,630             | 0                 | 0                          | 0                          |
| <b>NET - HEALTH / SOCIAL SERVICES</b> |               | <b>(24,630)</b>   | <b>(23,000)</b>   | <b>(23,000)</b>            | <b>(23,000)</b>            |
| <b>Economic Development</b>           |               |                   |                   |                            |                            |
| Planning Dept Services                | 01-5-610-6150 | 28,171            | 57,500            | 57,500                     | 27,500                     |
| Economic / Business                   | 01-5-610-6840 | 73,000            | 89,800            | 89,800                     | 91,000                     |
| Tourism                               | 01-5-610-6842 | 6,000             | 6,000             | 6,000                      | 6,000                      |
| Historic Preservation                 | 01-5-610-6844 | 7,783             | 4,000             | 4,000                      | 4,000                      |
| <b>NET - ECONOMIC DEVELOPMENT</b>     |               | <b>(114,954)</b>  | <b>(157,300)</b>  | <b>(157,300)</b>           | <b>(128,500)</b>           |
| <b>Buchanan Street Strolls</b>        |               |                   |                   |                            |                            |
| Strolls Vendor Fee                    | 01-4-615-4490 | 0                 | 0                 | 0                          | 3,000                      |
| Strolls Sponsors                      | 01-4-615-4495 | 0                 | 0                 | 0                          | 7,000                      |
| Strolls Miscellaneous                 | 01-4-615-4900 | 0                 | 0                 | 0                          | 7,200                      |
| Strolls Entertainment                 | 01-5-615-6190 | 0                 | 0                 | 0                          | 13,500                     |
| Strolls Supplies                      | 01-5-615-7900 | 0                 | 0                 | 0                          | 5,750                      |
| Strolls Miscellaneous                 | 01-5-615-7900 | 0                 | 0                 | 0                          | 3,000                      |
| <b>STROLLS NET</b>                    |               | <b>0</b>          | <b>0</b>          | <b>0</b>                   | <b>(5,050)</b>             |
| <b>Utility Tax</b>                    |               |                   |                   |                            |                            |
| Utility Tax - Electric                | 01-4-751-4131 | 1,416,157         | 1,438,703         | 1,438,703                  | 1,391,504                  |
| Utility Tax - Gas                     | 01-4-751-4132 | 364,110           | 327,226           | 327,226                    | 325,500                    |
| Utility Tax - Telephone               | 01-4-751-4133 | 230,453           | 242,024           | 242,024                    | 218,260                    |
| Grants                                | 01-4-751-4150 | 318,185           | 0                 | 0                          | 0                          |
| Expense Reimbursement                 | 01-4-751-4940 | 6,768             | 0                 | 0                          | 0                          |
| Utility Tax Revenues                  |               | 2,335,674         | 2,007,953         | 2,007,953                  | 1,935,264                  |
| Tripp Rd. Reconstruction              | 01-5-751-8056 | 563,642           | 0                 | 0                          | 0                          |
| Southside Storm Sewer Study           | 01-5-751-8058 | 24,290            | 0                 | 0                          | 0                          |
| Bellwood Detention Basin              | 01-5-751-8060 | 35,003            | 0                 | 0                          | 0                          |
| Poplar Grove/ Lawrenceville Int       | 01-5-751-8062 | 2,290             | 0                 | 0                          | 0                          |
| Utility Tax Expenses                  |               | 625,224           | 0                 | 0                          | 0                          |
| <b>NET - UTILITY TAX</b>              |               | <b>1,710,450</b>  | <b>2,007,953</b>  | <b>2,007,953</b>           | <b>1,935,264</b>           |
| <b>TOTAL GENERAL FUND REVENUES</b>    |               | <b>17,924,014</b> | <b>18,962,033</b> | <b>18,962,033</b>          | <b>20,128,567</b>          |
| <b>TOTAL GENERAL FUND EXPENSES</b>    |               | <b>17,411,787</b> | <b>18,931,832</b> | <b>18,931,833</b>          | <b>20,123,028</b>          |
| <b>NET REV OVER (UNDER) EXP</b>       |               | <b>512,226</b>    | <b>30,200</b>     | <b>30,200</b>              | <b>5,540</b>               |
| <b>Ending Cash</b>                    |               | <b>8,311,183</b>  | <b>7,664,539</b>  | <b>7,664,539</b>           | <b>6,470,079</b>           |

**WATER / SEWER FUND**

| Line Item                                      | Account #     | Actual<br>FY 19 | FY 20<br>Budget | REVISED<br>Budget<br>FY 20 | FY 21<br>Budget<br>Request |
|--|---------------|-----------------|-----------------|----------------------------|----------------------------|
| <b>Beginning Cash &amp; Investments - Fund</b> |               | 7,238,018       | 6,375,948       | 6,375,948                  | 6,775,622                  |
| <b>Water / Sewer General Administration</b>    |               |                 |                 |                            |                            |
| <b>Beginning Cash &amp; Investments</b>        |               | 75,606          | 75,632          | 75,632                     | 75,632                     |
| Miscellaneous Revenues                         | 61-4-110-4900 | 26              | 0               | 0                          | 0                          |
| <b>Ending Cash</b>                             |               | 75,632          | 75,632          | 75,632                     | 75,632                     |
| <b>Water Department</b>                        |               |                 |                 |                            |                            |
| <b>Beginning Cash &amp; Investments</b>        |               | 430,423         | 546,351         | 546,351                    | 539,400                    |
| Water Consumption                              | 61-4-810-4500 | 2,077,265       | 2,119,105       | 2,119,105                  | 2,019,518                  |
| Dep on Agr - Westhills                         | 61-4-810-4521 | 2,111           | 0               | 0                          | 0                          |
| Meters Sold                                    | 61-4-810-4530 | 91,771          | 93,650          | 93,650                     | 90,000                     |
| Other Services                                 | 61-4-810-4590 | 5,559           | 7,500           | 7,500                      | 6,500                      |
| Interest                                       | 61-4-810-4600 | 706             | 2,000           | 2,000                      | 2,000                      |
| Miscellaneous Revenues                         | 61-4-810-4900 | 106             | 0               | 0                          | 0                          |
| Expense Reimbursement                          | 61-4-810-4940 | 22,730          | 0               | 0                          | 0                          |
| Sale of Assets                                 | 61-4-810-4950 | 0               | 0               | 0                          | 0                          |
| Operating Transfers-in (Reserves)              | 61-4-810-9998 | 0               | 0               | 0                          | 52,500                     |
| <b>Total Water Department Revenues</b>         |               | 2,200,248       | 2,222,255       | 2,222,255                  | 2,170,518                  |
| Salaries - Regular - FT                        | 61-5-810-5010 | 585,951         | 600,762         | 600,762                    | 538,814                    |
| Overtime                                       | 61-5-810-5040 | 39,362          | 35,000          | 35,000                     | 35,000                     |
| FICA   | 61-5-810-5079 | 52,123          | 48,636          | 48,636                     | 43,897                     |
| IMRF   | 61-5-810-5120 | 69,635          | 63,258          | 63,258                     | 66,046                     |
| Group Health Insurance                         | 61-5-810-5130 | 176,383         | 208,390         | 208,390                    | 175,160                    |
| Uniform Allowance                              | 61-5-810-5140 | 7,191           | 12,600          | 12,600                     | 12,600                     |
| Rep & Maint - Infrastructure                   | 61-5-810-6000 | 130,980         | 72,000          | 72,000                     | 74,000                     |
| Rep & Maint - Buildings                        | 61-5-810-6010 | 18,624          | 16,000          | 16,000                     | 16,000                     |
| Rep & Maint - Equipment                        | 61-5-810-6020 | 54,621          | 33,000          | 33,000                     | 33,000                     |
| Rep & Maint - Vehicles                         | 61-5-810-6030 | 38,809          | 20,000          | 20,000                     | 20,000                     |
| Rep & Maint - Contractual                      | 61-5-810-6040 | 94,348          | 85,000          | 85,000                     | 85,000                     |
| Other Professional Services                    | 61-5-810-6190 | 15,504          | 12,000          | 12,000                     | 64,500                     |
| Telephone                                      | 61-5-810-6200 | 9,759           | 9,000           | 9,000                      | 9,000                      |
| Postage  | 61-5-810-6210 | 13,872          | 20,000          | 20,000                     | 20,000                     |
| Utilities                                      | 61-5-810-6300 | 256,770         | 260,000         | 260,000                    | 250,000                    |
| Office Equip Rental/Maint                      | 61-5-810-6410 | 18,281          | 28,000          | 28,000                     | 28,000                     |
| Liability Insurance                            | 61-5-810-6800 | 111,448         | 122,560         | 122,560                    | 122,560                    |
| Lab Expense                                    | 61-5-810-6812 | 42,859          | 36,000          | 36,000                     | 36,000                     |
| Office Supplies                                | 61-5-810-7020 | 11,083          | 9,000           | 9,000                      | 9,000                      |
| Gas & Oil                                      | 61-5-810-7030 | 17,674          | 20,000          | 20,000                     | 20,000                     |
| Operating Supplies                             | 61-5-810-7040 | 71,095          | 65,000          | 65,000                     | 67,000                     |
| Chemicals                                      | 61-5-810-7050 | 91,798          | 90,000          | 90,000                     | 90,000                     |
| Meters   | 61-5-810-7060 | 37,679          | 20,000          | 20,000                     | 20,000                     |
| Bad Debt Expense                               | 61-5-810-7850 | 628             | 2,000           | 2,000                      | 2,000                      |
| Miscellaneous Expenses                         | 61-5-810-7900 | 3,893           | 7,000           | 7,000                      | 7,000                      |
| Equipment                                      | 61-5-810-8200 | 0               | 0               | 0                          | 0                          |
| Transfer Out                                   | 61-5-810-9999 | 0               | 0               | 0                          | 0                          |
| Depreciaton Set Aside                          |               | 324,215         | 334,000         | 334,000                    | 344,000                    |
| Bond Pmt Set Aside                             |               | 10,000          | 0               | 0                          | 0                          |
| <b>Total Water Department Expenses</b>         |               | 2,304,585       | 2,229,206       | 2,229,206                  | 2,188,577                  |
| <b>Net Water Department</b>                    |               | (104,337)       | (6,951)         | (6,951)                    | (18,059)                   |
| Change in Accounts Receivable (YTD)            |               | 220,265         |                 |                            |                            |
| <b>Ending Cash &amp; Investments</b>           |               | 546,351         | 539,400         | 539,400                    | 521,341                    |



| Line Item                               | Account #     | Actual<br>FY 19  | FY 20<br>Budget  | REVISED<br>Budget<br>FY 20 | FY 21<br>Budget<br>Request |
|---|---------------|------------------|------------------|----------------------------|----------------------------|
| <b>Sewer Department</b>                 |               |                  |                  |                            |                            |
| <b>Beginning Cash &amp; Investments</b> |               | 797,981          | 812,379          | 812,379                    | 494,995                    |
| Sewer Consumption                       | 61-4-820-4500 | 3,294,575        | 3,287,944        | 3,287,944                  | 3,243,413                  |
| Dep on Agr - Westhills                  | 61-4-820-4521 | 1,018            | 0                | 0                          | 0                          |
| Meters Sold                             | 61-4-820-4530 | 87,540           | 93,650           | 93,650                     | 90,000                     |
| Other Services                          | 61-4-820-4590 | 32,054           | 25,000           | 25,000                     | 35,000                     |
| Interest                                | 61-4-820-4600 | 4,651            | 1,350            | 1,350                      | 1,350                      |
| Miscellaneous Revenues                  | 61-4-820-4900 | 0                | 0                | 0                          | 0                          |
| Expense Reimbursement                   | 61-4-820-4940 | 500              | 0                | 0                          | 0                          |
| Operating Transfers-In (Reserves)       | 61-4-820-9998 | 500,000          | 500,000          | 500,000                    | 0                          |
| <b>Total Sewer Department Revenues</b>  |               | <b>3,920,338</b> | <b>3,907,944</b> | <b>3,907,944</b>           | <b>3,369,763</b>           |
| Salaries - Regular - FT                 | 61-5-820-5010 | 588,653          | 634,759          | 634,759                    | 641,517                    |
| Overtime                                | 61-5-820-5040 | 54,196           | 55,000           | 55,000                     | 55,000                     |
| FICA                                    | 61-5-820-5079 | 41,270           | 52,767           | 52,767                     | 53,284                     |
| IMRF                                    | 61-5-820-5120 | 71,163           | 68,631           | 68,631                     | 80,169                     |
| Group Health Insurance                  | 61-5-820-5130 | 170,310          | 179,480          | 179,480                    | 204,305                    |
| Dental Insurance                        | 61-5-820-5131 | 0                | 0                | 0                          | 0                          |
| Uniform Allowance                       | 61-5-820-5140 | 24,464           | 19,000           | 19,000                     | 20,000                     |
| Travel                                  | 61-5-820-5151 | 0                | 0                | 0                          | 0                          |
| Rep & Maint - Lift Stations             | 61-5-820-6005 | 9,436            | 20,000           | 20,000                     | 20,000                     |
| Rep & Maint - Buildings                 | 61-5-820-6010 | 139,929          | 123,000          | 123,000                    | 123,000                    |
| Rep & Maint - Equipment                 | 61-5-820-6020 | 68,194           | 0                | 0                          | 0                          |
| Rep & Maint - Vehicles                  | 61-5-820-6030 | 22,635           | 26,000           | 26,000                     | 26,000                     |
| Rep & Maint - Contractual               | 61-5-820-6040 | 21,309           | 100,000          | 100,000                    | 100,000                    |
| Other Professional Services             | 61-5-820-6190 | 113,726          | 73,500           | 73,500                     | 73,500                     |
| Telephone                               | 61-5-820-6200 | 8,858            | 11,000           | 11,000                     | 11,000                     |
| Postage                                 | 61-5-820-6210 | 13,543           | 18,000           | 18,000                     | 18,000                     |
| Utilities                               | 61-5-820-6300 | 234,644          | 230,000          | 230,000                    | 210,000                    |
| Office Equip Rental / Maint             | 61-5-820-6410 | 3,455            | 6,000            | 6,000                      | 6,000                      |
| Liability Insurance                     | 61-5-820-6800 | 132,345          | 145,580          | 145,580                    | 145,580                    |
| Lab Expense                             | 61-5-820-6812 | 51,658           | 40,000           | 40,000                     | 40,000                     |
| Sludge Disposal                         | 61-5-820-6814 | 9,200            | 10,000           | 10,000                     | 10,000                     |
| Office Supplies                         | 61-5-820-7020 | 8,648            | 8,000            | 8,000                      | 8,000                      |
| Gas & Oil                               | 61-5-820-7030 | 11,108           | 30,000           | 30,000                     | 30,000                     |
| Operating Supplies                      | 61-5-820-7040 | 18,595           | 20,000           | 20,000                     | 20,000                     |
| Chemicals                               | 61-5-820-7050 | 35,484           | 45,000           | 45,000                     | 45,000                     |
| Meters                                  | 61-5-820-7060 | 34,243           | 20,000           | 20,000                     | 20,000                     |
| Bad Debt Expense                        | 61-5-820-7850 | 746              | 4,000            | 4,000                      | 3,500                      |
| Miscellaneous Expense                   | 61-5-820-7900 | 3,435            | 5,000            | 5,000                      | 5,000                      |
| Equipment                               | 61-5-820-8200 | 0                | 0                | 0                          | 0                          |
| Operating Transfer Out                  | 61-5-820-9999 | 500,000          | 500,000          | 500,000                    | 0                          |
|   |               | 2,391,247        | 2,444,717        | 2,444,717                  | 1,968,855                  |
| <b>Collection System Expenses</b>       |               |                  |                  |                            |                            |
| Salaries - Regular - FT                 | 61-5-830-5010 | 295,079          | 308,462          | 308,462                    | 384,757                    |
| Overtime                                | 61-5-830-5040 | 30,999           | 30,000           | 30,000                     | 30,000                     |
| FICA                                    | 61-5-820-5079 | 24,945           | 25,892           | 25,892                     | 31,729                     |
| IMRF                                    | 61-5-820-5120 | 37,494           | 33,677           | 33,677                     | 47,739                     |
| Group Health Ins                        | 61-5-820-5130 | 84,285           | 95,980           | 95,980                     | 115,500                    |
| Uniform Allowance                       | 61-5-830-5140 | 4,830            | 6,600            | 6,600                      | 6,600                      |
| Rep & Maint - Infrastructure            | 61-5-830-6000 | 26,495           | 40,000           | 40,000                     | 40,000                     |
| Rep & Maint - Equipment                 | 61-5-830-6020 | 7,759            | 12,000           | 12,000                     | 12,000                     |
| Rep & Maint - Vehicles                  | 61-5-830-6030 | 18,461           | 20,000           | 20,000                     | 20,000                     |
| Office Equip Rent/Maint                 | 61-5-830-6410 | 14,893           | 30,000           | 30,000                     | 30,000                     |
| Gas & Oil                               | 61-5-830-7030 | 8,341            | 10,000           | 10,000                     | 10,000                     |

| Line Item   | Account #     | Actual<br>FY 19  | FY 20<br>Budget  | REVISED<br>Budget<br>FY 20 | FY 21<br>Budget<br>Request |
|---|---------------|------------------|------------------|----------------------------|----------------------------|
| Operating Supplies  | 61-5-830-7040 | 19,903           | 20,000           | 20,000                     | 20,000                     |
| Misc. Expense   | 61-5-830-7900 | 470              | 3,000            | 3,000                      | 3,000                      |
| Equipment   | 61-5-830-8200 | 0                | 0                | 0                          | 0                          |
| Depreciation Set Aside                                    |               | 481,000          | 500,000          | 500,000                    | 510,000                    |
| Bond Pmt Set Aside  |               | 180,000          | 145,000          | 145,000                    | 123,000                    |
| <b>Total Sewer Department Expenses</b>                    |               | <b>3,626,205</b> | <b>3,725,328</b> | <b>3,725,328</b>           | <b>3,353,180</b>           |
| Net Sewer Department                                      |               | 294,133          | 182,616          | 182,616                    | <b>16,583</b>              |
| Change in Accounts Receivable                             |               | 220,265          | 0                | 0                          | 0                          |
| <b>Ending Cash &amp; Investments</b>                      |               | <b>812,379</b>   | <b>494,995</b>   | <b>494,995</b>             | <b>511,578</b>             |
| =====   |               |                  |                  |                            |                            |
| <b>Bond Reserves (necessary per bond ordinances)</b>      |               |                  |                  |                            |                            |
| <b>Beginning Cash &amp; Investments</b>                   |               | 591,698          | 246,600          | 246,600                    | 26,600                     |
| Interest Income   |               | 4,902            | 0                | 0                          | 0                          |
| Transfer Out: Bond Payment                                |               | 350,000          | 220,000          | 220,000                    | 0                          |
| <b>Ending Cash &amp; Investments</b>                      |               | <b>246,600</b>   | <b>26,600</b>    | <b>26,600</b>              | <b>26,600</b>              |
| =====   |               |                  |                  |                            |                            |
| <b>Connection Fees / Deposits on Agreement Accounting</b> |               |                  |                  |                            |                            |
| <b>Beginning Cash &amp; Investments</b>                   |               | 2,645,840        | 3,232,469        | 3,232,469                  | 3,828,969                  |
| <b>Sources</b>  |               |                  |                  |                            |                            |
| Interest Income   |               | 43,648           | 45,000           | 45,000                     | 40,000                     |
| Connection Fees   | 61-4-810-4510 | 15,134           | 20,000           | 20,000                     | 20,000                     |
| Deposits on Agreement                                     | 61-4-810-4520 | 768              | 2,500            | 2,500                      | 2,500                      |
| Connection Fees   | 61-4-820-4510 | 27,437           | 24,000           | 24,000                     | 24,000                     |
| Deposits on Agreement                                     | 61-4-820-4520 | 1,642            | 5,000            | 5,000                      | 2,500                      |
| Connection Fee Set-Aside/ Loan Repayment                  |               | 500,000          | 500,000          | 500,000                    | 500,000                    |
| <b>TOTAL Sources</b>                                      |               | <b>588,629</b>   | <b>596,500</b>   | <b>596,500</b>             | <b>589,000</b>             |
| <b>Uses</b>   |               |                  |                  |                            |                            |
| Construction in Progress - Water                          |               | 0                | 0                | 0                          | 0                          |
| Construction in Progress - Sewer                          |               | 0                | 0                | 0                          | 0                          |
| Building  | 61-1730       | 0                | 0                | 0                          | 0                          |
| Equip & Vehicles - 1750                                   | 61-1750       | 0                | 0                | 0                          | 0                          |
| Land  |               | 2,000            | 0                | 0                          | 0                          |
| Loan to Depreciation Fund                                 |               | 0                | 0                | 0                          | 0                          |
| <b>TOTAL Uses</b>   |               | <b>2,000</b>     | <b>0</b>         | <b>0</b>                   | <b>0</b>                   |
| <b>Ending Cash &amp; Investments</b>                      |               | <b>3,232,469</b> | <b>3,828,969</b> | <b>3,828,969</b>           | <b>4,417,969</b>           |

| Line Item                                   | Account #     | Actual<br>FY 19 | FY 20<br>Budget | REVISED<br>Budget<br>FY 20 | FY 21<br>Budget<br>Request |
|---|---------------|-----------------|-----------------|----------------------------|----------------------------|
| <b>Depreciation Funding</b>                 |               |                 |                 |                            |                            |
| <b>Beginning Cash &amp; Investments</b>     |               | 2,565,727       | 1,324,273       | 1,324,273                  | 1,690,772                  |
| <b>Sources</b>                              |               |                 |                 |                            |                            |
| Interest Income                             |               | 35,282          | 37,500          | 37,500                     | 34,000                     |
| Loan Funds & Grant Funds                    |               | 0               | 4,699,000       | 4,699,000                  | 0                          |
| Misc.                                       |               | 0               | 0               | 0                          | 52,500                     |
| Depreciation set aside - Water (for Plant)  |               | 324,215         | 334,000         | 334,000                    | 344,000                    |
| Depreciation set aside - Water (for System) |               | 0               | 0               | 0                          | 0                          |
| Depreciation set aside - Sewer (for System) |               | 981,000         | 1,000,000       | 1,000,000                  | 510,000                    |
| Depreciation set aside - Sewer (for Repl)   |               | 0               | 0               | 0                          | 0                          |
| Loan From Connection Fees                   |               | 0               | 0               | 0                          | 0                          |
| <b>TOTAL Sources</b>                        |               | 1,340,497       | 6,070,500       | 6,070,500                  | 940,500                    |
| <b>Uses</b>                                 |               |                 |                 |                            |                            |
| Construction in Progress - Water            |               | 416,014         | 0               | 0                          | 440,000                    |
| Construction in Progress - Sewer            |               | 1,089,005       | 4,699,000       | 4,699,000                  | 0                          |
| Equipment & Vehicles                        |               | 103,817         | 505,000         | 505,000                    | 40,000                     |
| Transfer Out- City Hall Roof                |               | 473,115         | 0               | 0                          | 0                          |
| Transfer Out- Connection Fees Loan Payment  |               | 500,000         | 500,000         | 500,000                    | 500,000                    |
| <b>TOTAL Uses</b>                           |               | 2,581,951       | 5,704,000       | 5,704,000                  | 980,000                    |
| <b>Ending Cash &amp; Investments</b>        |               | 1,324,273       | 1,690,773       | 1,690,772                  | 1,651,272                  |
| =====                                       |               |                 |                 |                            |                            |
| <b>Bond Payments Accounting</b>             |               |                 |                 |                            |                            |
| <b>Beginning Cash &amp; Investments</b>     |               | 130,895         | 138,246         | 138,246                    | 119,256                    |
| <b>Sources</b>                              |               |                 |                 |                            |                            |
| Interest Income                             |               | 5,943           | 6,000           | 6,000                      | 5,000                      |
| Bond Proceeds                               | 61-4-110-4901 | 0               | 0               | 0                          | 0                          |
| Operating Transfer In                       | 61-4-110-9998 | 0               | 0               | 0                          | 0                          |
| Bond Pmt Set Aside                          |               | 540,000         | 365,000         | 365,000                    | 123,000                    |
| <b>TOTAL Sources</b>                        |               | 545,943         | 371,000         | 371,001                    | 128,000                    |
| <b>Uses</b>                                 |               |                 |                 |                            |                            |
| Debt Serv - Principal                       | 61-5-110-8910 | 503,618         | 364,917         | 364,917                    | 106,233                    |
| Debt Serv - Interest                        | 61-5-110-8920 | 34,974          | 25,074          | 25,074                     | 17,519                     |
| Fiscal Charges                              | 61-5-110-8930 | 0               | 0               | 0                          | 0                          |
| Bond Issuance Cost                          | 61-5-110-9031 | 0               | 0               | 0                          | 0                          |
| <b>TOTAL Uses</b>                           |               | 538,592         | 389,991         | 389,991                    | 123,752                    |
| <b>Ending Cash &amp; Investments</b>        |               | 138,246         | 119,255         | 119,256                    | 123,504                    |
| Gross Revenues (excludes set asides)        |               | 5,755,368       | 10,469,199      | 10,469,199                 | 5,615,781                  |
| Gross Expenditures (excludes set asides)    |               | 7,058,118       | 10,069,525      | 10,069,525                 | 5,116,009                  |
| NET CASH FLOW                               |               | (1,302,750)     | 399,674         | 399,674                    | 499,772                    |
| Change in Accounts Receivable               |               | 440,680         | 0               | 0                          | 0                          |
| Ending Cash & Investments - Fund            |               | 6,375,948       | 6,775,622       | 6,775,622                  | 7,275,394                  |

| Line Item                      | Account #     | Actual<br>FY 19 | FY 20<br>Budget | REVISED<br>Budget<br>FY 20 | FY 21<br>Budget<br>Request |
|--------------------------------|---------------|-----------------|-----------------|----------------------------|----------------------------|
| <b>Motor Fuel Tax Fund #10</b> |               |                 |                 |                            |                            |
| Cash Balance - beginning       |               | 343,790         | 440,222         | 440,222                    | 236,741                    |
| <u>Revenues</u>                |               |                 |                 |                            |                            |
| State Allotment                | 10-4-310-4140 | 651,405         | 650,000         | 650,000                    | 650,000                    |
| Transportation Tax             | 10-4-310-4140 | 0               | 0               | 0                          | 420,000                    |
| Interest on Investments        | 10-4-310-4600 | 6,062           | 3,000           | 3,000                      | 6,000                      |
| Misc Revenues                  | 10-4-310-4900 | 28,518          | 28,519          | 28,519                     | 28,519                     |
| Total Revenues                 |               | 685,984         | 681,519         | 681,519                    | 1,104,519                  |
| <u>Expenditures</u>            |               |                 |                 |                            |                            |
| Street Maintenance             | 10-5-310-6000 | 139,981         | 220,000         | 220,000                    | 260,000                    |
| Contracted Work                | 10-5-310-6000 | 449,572         | 665,000         | 665,000                    | 955,000                    |
| Miscellaneous Expenditures     | 10-5-310-7900 | 0               | 0               | 0                          | 0                          |
| Total Expenditures             |               | 589,553         | 885,000         | 885,000                    | 1,215,000                  |
| Cash Balance - ending          |               | 440,222         | 236,741         | 236,741                    | 126,260                    |

|                                |               |         |         |         |         |
|--------------------------------|---------------|---------|---------|---------|---------|
| <b>Kishwaukee TIF Fund #13</b> |               |         |         |         |         |
| Cash Balance - beginning       |               | 429,753 | 436,336 | 436,336 | 449,586 |
| <u>Revenues</u>                |               |         |         |         |         |
| Property Taxes                 | 13-4-110-4010 | 21,943  | 22,000  | 22,000  | 22,000  |
| Interest Income                | 13-4-110-4600 | 0       | 0       | 0       | 0       |
| Misc Revenue                   | 13-4-110-4900 | 0       | 0       | 0       | 0       |
| Total Revenues                 |               | 21,943  | 22,000  | 22,000  | 22,000  |
| <u>Expenditures</u>            |               |         |         |         |         |
| Tax Increment Dist - Int       | 13-5-110-8920 | 8,644   | 8,750   | 8,750   | 8,600   |
| Tax Increment Dist - Prin      | 13-5-110-8930 | 0       | 0       | 0       | 0       |
| Other Contractual Services     | 13-5-110-6890 | 0       | 0       | 0       | 0       |
| Miscellaneous Expense          | 13-5-110-7900 | 6,716   | 0       | 0       | 2,000   |
| Total Expenditures             |               | 15,360  | 8,750   | 8,750   | 10,600  |
| Cash Balance - ending          |               | 436,336 | 449,586 | 449,586 | 460,986 |

| Line Item                         | Account #     | Actual<br>FY 19 | FY 20<br>Budget | REVISED<br>Budget<br>FY 20 | FY 21<br>Budget<br>Request |
|-----------------------------------|---------------|-----------------|-----------------|----------------------------|----------------------------|
| <b>Kishwaukee II TIF Fund #15</b> |               |                 |                 |                            |                            |
| Cash Balance - beginning          |               | 4,915           | 4,915           | 4,915                      | 4,915                      |
| <b>Revenues</b>                   |               |                 |                 |                            |                            |
| Property Tax                      | 15-4-110-4010 | 0               | 0               | 0                          | 0                          |
| Interest Income                   | 15-4-110-4600 | 0               | 0               | 0                          | 0                          |
| Total Revenues                    |               | 0               | 0               | 0                          | 0                          |
| <b>Expenditures</b>               |               |                 |                 |                            |                            |
| Other Contractual Services        | 15-5-110-6890 | 0               | 0               | 0                          | 0                          |
| Miscellaneous Expense             | 15-5-110-7900 | 0               | 0               | 0                          | 0                          |
| Total Expenditures                |               | 0               | 0               | 0                          | 0                          |
| Cash Balance - ending             |               | 4,915           | 4,915           | 4,915                      | 4,915                      |

|   |               |        |        |        |        |
|---|---------------|--------|--------|--------|--------|
| <b>Sp Serv Areas # 2 (Farmington Fields) Fund #16</b> |               |        |        |        |        |
| Cash Balance - beginning                              |               | 7,663  | 9,236  | 9,236  | 10,236 |
| <b>Revenues</b>                                       |               |        |        |        |        |
| Property Tax  | 16-4-110-4010 | 16,516 | 16,500 | 16,500 | 16,500 |
| Interest Income                                       | 16-4-110-4600 | 0      | 0      | 0      | 0      |
| Total Revenues  |               | 16,516 | 16,500 | 16,500 | 16,500 |
| <b>Expenditures</b>                                   |               |        |        |        |        |
| Maintenance Expense                                   | 16-5-110-6090 | 14,943 | 15,500 | 15,500 | 15,500 |
| Misc Expense  | 16-5-110-7900 | 0      | 0      | 0      | 0      |
| Total Expenditures                                    |               | 14,943 | 15,500 | 15,500 | 15,500 |
| Cash Balance - ending                                 |               | 9,236  | 10,236 | 10,236 | 11,236 |

\* Note: Per Auditors request, SSA #2 and #3 were separated beginning FY 2017.

|   |               |       |       |       |       |
|---|---------------|-------|-------|-------|-------|
| <b>Sp Serv Areas # 3 (Farmington Fields) Fund #17</b> |               |       |       |       |       |
| Cash Balance - beginning                              |               | 3,503 | 1,199 | 1,199 | 1,199 |
| <b>Revenues</b>                                       |               |       |       |       |       |
| Property Tax  | 17-4-110-4010 | 6,742 | 6,700 | 6,700 | 6,700 |
| Interest Income                                       | 17-4-110-4600 | 0     | 0     | 0     | 0     |
| Other   |               | 0     | 0     | 0     | 0     |
| Total Revenues  |               | 6,742 | 6,700 | 6,700 | 6,700 |
| <b>Expenditures</b>                                   |               |       |       |       |       |
| Maintenance Expense                                   | 17-5-110-6090 | 9,046 | 6,700 | 6,700 | 6,700 |
| Misc Expense  | 17-5-110-7900 | 0     | 0     | 0     | 0     |
| Total Expenditures                                    |               | 9,046 | 6,700 | 6,700 | 6,700 |
| Cash Balance - ending                                 |               | 1,199 | 1,199 | 1,199 | 1,199 |

**CAPITAL PROJECTS FUND #41**

| <b>Public Benefit Account</b>    |               |                |                  |                  |                  |
|----------------------------------|---------------|----------------|------------------|------------------|------------------|
| Cash Balance - beginning         |               | 10,475         | (753)            | (753)            | (678)            |
| <b>Revenues</b>                  |               |                |                  |                  |                  |
| Property Tax                     | 41-4-110-4010 | 40,119         | 40,000           | 40,000           | 40,000           |
| Grants                           | 41-4-110-4150 | 0              | 0                | 0                | 50,000           |
| Expense Reimbursement            | 41-4-110-4940 | 62,000         | 0                | 0                | 0                |
| Interest Income                  | 41-4-110-4600 | 78             | 75               | 75               | 70               |
| Transfer-In                      | 41-4-110-9998 | 60,000         | 1,212,000        | 1,212,000        | 1,515,000        |
| <b>Total Revenues</b>            |               | <b>162,197</b> | <b>1,252,075</b> | <b>1,252,075</b> | <b>1,605,070</b> |
| <b>Expenditures</b>              |               |                |                  |                  |                  |
| Miscellaneous Expenditures       | 41-5-110-7900 | 114,015        | 140,000          | 140,000          | 140,000          |
| Infrastructure                   | 41-5-110-8020 | 21,909         | 12,000           | 12,000           | 115,000          |
| Logan Ave. Reconstruction        | 41-5-110-8021 | 37,500         | 0                | 0                | 50,000           |
| Dawngate Detention Improvements  | 41-5-110-8022 | 0              | 600,000          | 600,000          | 0                |
| Low Flow Channel 6th to Appleton | 41-5-110-8023 | 0              | 500,000          | 500,000          | 0                |
| Operating Transfer Out           | 41-5-110-9999 | 0              | 0                | 0                | 0                |
| <b>Total Expenditures</b>        |               | <b>173,424</b> | <b>1,252,000</b> | <b>1,252,000</b> | <b>305,000</b>   |
| Cash Balance - ending            |               | (753)          | (678)            | (678)            | <b>1,299,392</b> |

| Line Item                         | Account #     | Actual<br>FY 19  | FY 20<br>Budget | REVISED<br>Budget<br>FY 20 | FY 21<br>Budget<br>Request |
|-----------------------------------|---------------|------------------|-----------------|----------------------------|----------------------------|
| <b>Capital Assets Account</b>     |               |                  |                 |                            |                            |
| Cash Balance - beginning          |               | 745,053          | 656,114         | 656,114                    | 539,114                    |
| Grants                            | 41-4-752-4150 | 52,000           | 0               | 0                          | 0                          |
| Interest Income                   | 41-4-752-4600 | 11,401           | 8,000           | 8,000                      | 6,000                      |
| Miscellaneous Revenues            | 41-4-752-4900 | 70,000           | 0               | 0                          | 0                          |
| Impact Fee Revenue                | 41-4-752-4910 | 21,321           | 0               | 0                          | 0                          |
| Bank Loan Proceeds                | 41-4-752-4952 | 0                | 0               | 0                          | 0                          |
| Operating Transfers In            | 41-4-752-9998 | 1,072,358        | 551,646         | 551,646                    | 733,332                    |
| <b>Capital Asset Revenues</b>     |               | <b>1,227,080</b> | <b>559,646</b>  | <b>559,646</b>             | <b>739,332</b>             |
| Misc. Expense                     | 41-5-752-7900 | 98,592           | 0               | 0                          | 0                          |
| Building and Improvements         | 41-5-752-8100 | 694,528          | 25,000          | 25,000                     | 70,000                     |
| Equipment                         | 41-5-752-8200 | 216,249          | 222,980         | 222,980                    | 189,500                    |
| Vehicles                          | 41-5-752-8300 | 245,063          | 367,828         | 367,828                    | 418,828                    |
| Bond / Loan Prin Payments         | 41-5-752-8910 | 55,000           | 55,000          | 55,000                     | 65,004                     |
| Bond / Loan Int Payments          | 41-5-752-8920 | 6,587            | 5,838           | 5,838                      | 0                          |
| <b>Capital Asset Expenditures</b> |               | <b>1,316,020</b> | <b>676,646</b>  | <b>676,646</b>             | <b>743,332</b>             |
| Cash Balance - ending             |               | 656,114          | 539,114         | 539,114                    | <b>535,114</b>             |

| <b>Escrow Fund # 91</b>        |               |                |               |               |                |
|--------------------------------|---------------|----------------|---------------|---------------|----------------|
| Cash Balance - beginning       |               | 524,882        | 488,009       | 488,009       | 467,009        |
| Other Fees                     | 91-4-110-4490 | 0              | 0             | 0             | 0              |
| Interest Income                | 91-4-110-4600 | 4,974          | 4,000         | 4,000         | 3,500          |
| Miscellaneous Revenues         | 91-4-110-4900 | 0              | 0             | 0             | 0              |
| Escrow/Land Cash Fees          | 91-4-110-4971 | 61,354         | 50,000        | 50,000        | 50,000         |
| <b>Total Revenues</b>          |               | <b>66,328</b>  | <b>54,000</b> | <b>54,000</b> | <b>53,500</b>  |
| Disbursement of Collected Fees |               | 103,201        | 75,000        | 75,000        | 75,000         |
| <b>Total Expenditures</b>      |               | <b>103,201</b> | <b>75,000</b> | <b>75,000</b> | <b>75,000</b>  |
| Cash Balance - ending          |               | 488,009        | 467,009       | 467,009       | <b>445,509</b> |

| Line Item                    | Account # | Actual<br>FY 19 | FY 20<br>Budget | REVISED<br>Budget<br>FY 20 | FY 21<br>Budget<br>Request |
|------------------------------|-----------|-----------------|-----------------|----------------------------|----------------------------|
| <b>Police Pension Fund</b>   |           |                 |                 |                            |                            |
| Cash Balance - beginning     |           | 21,227,512      | 22,830,447      | 22,830,447                 | 24,226,365                 |
| <b>Revenues</b>              |           |                 |                 |                            |                            |
| Property Tax                 |           | 1,184,098       | 1,237,250       | 1,237,250                  | 1,326,460                  |
| Replacement Tax              |           | 66,868          | 66,868          | 66,868                     | 66,868                     |
| Interest Inc/Mkt Fluctuation |           | 1,522,474       | 1,300,000       | 1,300,000                  | 1,100,000                  |
| Contributions                |           | 331,743         | 340,000         | 340,000                    | 340,000                    |
| Total Revenues               |           | 3,105,182       | 2,944,118       | 2,944,118                  | <b>2,833,328</b>           |
| <b>Expenditures</b>          |           |                 |                 |                            |                            |
| Benefit Payments             |           | 1,471,094       | 1,495,700       | 1,495,700                  | 1,515,226                  |
| Contribution Refunds         |           | 0               | 2,500           | 2,500                      | 0                          |
| Administration               |           | 31,153          | 50,000          | 50,000                     | 35,000                     |
| Total Expenditures           |           | 1,502,247       | 1,548,200       | 1,548,200                  | <b>1,550,226</b>           |
| Cash Balance - ending        |           | 22,830,447      | 24,226,365      | 24,226,365                 | <b>25,509,467</b>          |

|                                 |  |            |            |            |                   |
|---------------------------------|--|------------|------------|------------|-------------------|
| <b>Fire Pension Fund</b>        |  |            |            |            |                   |
| Cash Balance - beginning        |  | 15,530,800 | 16,467,267 | 16,467,267 | 17,486,688        |
| <b>Revenues</b>                 |  |            |            |            |                   |
| Property Tax                    |  | 1,003,401  | 1,036,418  | 1,036,418  | 1,088,082         |
| Replacement Tax                 |  | 66,868     | 66,868     | 66,868     | 66,868            |
| Interest Inc/Market Fluctuation |  | 1,033,998  | 1,100,000  | 1,100,000  | 850,000           |
| Contributions                   |  | 237,493    | 207,185    | 207,185    | 254,618           |
| Total Revenues                  |  | 2,341,760  | 2,410,471  | 2,410,471  | <b>2,259,568</b>  |
| <b>Expenditures</b>             |  |            |            |            |                   |
| Benefit Payments                |  | 1,364,173  | 1,338,550  | 1,338,550  | 1,405,098         |
| Refund of Contributions         |  | 0          | 2,500      | 2,500      | 0                 |
| Administration                  |  | 41,121     | 50,000     | 50,000     | 45,000            |
| Total Expenditures              |  | 1,405,294  | 1,391,050  | 1,391,050  | <b>1,450,098</b>  |
| Cash Balance - ending           |  | 16,467,267 | 17,486,688 | 17,486,688 | <b>18,296,158</b> |





Ida Public Library  
Fiscal Year 2020 Budget  
May 1, 2020 - April 30, 2021

|                                   | FY 2020             | FY 2019             |
|-----------------------------------|---------------------|---------------------|
|                                   | May 2020-April 2021 | May 2019-April 2020 |
| <b>Revenue</b>                    |                     |                     |
| 40100 Appropriation               | 726,224             | 711,000             |
| 41200 Repl tax                    | 39,000              | 39,000              |
| 41214 Friends                     | 4,500               | 5,000               |
| 41215 Friends Summer              | 3,500               | 3,500               |
| 41500 per capita                  | 30,000              | 20,000              |
| 41514 List Dividends and Interest | 3,900               | 2,000               |
| 41515 Sullivan Dividends          | 26,000              |                     |
| 41524 Blackburn Interest          | 1,600               |                     |
| 44750 Non Resident Fees           | 15,000              | 16,500              |
| 44770 Fines                       | 5,000               | 9,000               |
| 48000 Memorial Fund Interest      | 150                 | 4,500               |
| 48001 Rent                        | 18,000              | 20,200              |
| 49001 Copy/Fax                    | 4,000               | 3,000               |
| 49004 Print Release               | 3,500               | 3,000               |
| 49002 Guest Passes                | 1,000               | 2,000               |
| 49009 Lost/Damage Replacement     | 500                 | 1,200               |
| 49500 Gift/Donation               | 500                 | 1,000               |
| Unspec. grants                    | 2,500               |                     |
| 49600 Meeting Room                | 500                 | 1,000               |
| <b>Total Revenue</b>              | <b>885,374</b>      | <b>844,000</b>      |

|                              |         |         |
|------------------------------|---------|---------|
| <b>Expenses</b>              |         |         |
| 41005 Legal                  | 500     | 200     |
| 41006 Audit                  | 5,500   | 5,000   |
| 41215 Friends summer reading | 3,500   | 3,500   |
| 50100 Director               | 54,000  | 54,000  |
| 50200 Staff                  | 405,059 | 391,500 |
| 51100 FICA/Medicare          | 30,000  | 32,000  |
| 51200 IMRF                   | 51,800  | 52,000  |
| 51300 Emp Insurance          | 64,000  | 40,000  |
| 51302 Timeclock (ADP)        | 3,000   |         |
| 51301 Deductible             | 16,000  | 16,000  |
| 51520 Staff Ed               | 1,500   | 1,500   |
| 51569 Outreach               | 500     | 300     |
| 51570 Hospitality            | 200     | 200     |
| 51571 Merch. expenses        | 500     | 200     |
| 51572 Advertising            | 500     | 3,000   |
| 51561 Bank fees              | 200     | 200     |
| 51664 Program guides         | 1,500   |         |
| 51565 Postage                | 400     | 600     |

|  |                |                |
|--|----------------|----------------|
| 51566 Prof Expenses                      | 2,500          | 2,000          |
| 51567 Board Training                     | 150            | 200            |
| 60100 Building Maintenance and Supply    | 38,000         | 40,000         |
| 60101 Rental Property Expenses           | 2,500          | 2,500          |
| 60102 Property Taxes                     | 5,000          | 6,000          |
| 60103 Mortgages (income from Sullivan/rc | 33,765         |                |
| 62301 Tech-Annual costs                  | 2,000          | 4,400          |
| 62302 Tech- Hardware                     | 21,000         | 20,300         |
| 62303 Tech- Software                     | 1,000          | 6,750          |
| 62304 Tech- CMJ                          | 10,000         | 23,100         |
| 62305 Service Subscriptions              | 3,700          | 3,000          |
| 62351 Consortium                         | 21,100         | 8,000          |
| 62352 Databases                          | 3,000          | 3,600          |
| 63000 Utilities                          | 7,000          | 9,000          |
| 64100 Machine Rental                     | 2,600          | 3,500          |
| 68000 Property Insurance                 | 21,500         | 21,500         |
| 70200 Library Supplies                   | 20,000         | 23,000         |
| 73100 List Books                         | 4,000          | 2,000          |
| 73111 Blackburn Books                    | 1,500          |                |
| 73112 Sullivan Books                     | 5,635          |                |
| 73115 Memorial Books                     | 150            |                |
| 73101 Y YA                               | 4,000          | 6,000          |
| 73102 Y Spanish                          | 1,200          | 2,000          |
| 73103 Y Non Fic                          | 2,500          | 4,000          |
| 73104 Y Easy Reader (73115)              | 1,050          | 2,000          |
| 73105 Y Fic (73100)                      | 0              | 5,000          |
| 73106 A Fic (73111)                      | 3,500          | 5,500          |
| 73107 A Non Fic (73112)                  | 0              | 2,500          |
| 73108 A Lp (73112)                       | 865            | 5,400          |
| 73109 A Spanish                          | 800            | 1,000          |
| 73110 Audio Adult                        | 750            | 800            |
| 73113 Y YA NF                            | 600            | 2,000          |
| 73114 Y Picture Books                    | 6,000          | 7,000          |
| 73200 Periodicals                        | 3,000          | 5,000          |
| 73301 AV CD                              | 650            | 800            |
| 73302 AV Y DVD                           | 1,000          | 1,500          |
| 73303 AV A DVD                           | 4,000          | 5,500          |
| 73304 Electronic Materials               | 7,500          | 7,000          |
| 73401 Programming Adult                  | 1,000          | 1,000          |
| 73402 Programming Summer NFY             | 500            | 500            |
| 73403 Programming Youth                  | 1,000          | 1,000          |
| 73404 Local History                      | 500            | 500            |
| 73406 Community Garden                   | 200            | 200            |
| <b>Total Expenses</b>                    | <b>885,374</b> | <b>844,000</b> |
| <b>Balance</b>                           | <b>0</b>       |                |

# EXHIBIT B

## Non-Union Salary Schedule FY21

Except as noted the following reflect 2.5% increases.

|  |                 | FY 20         | FY 21         |
|--|-----------------|---------------|---------------|
| Director PW                                  | Anderson, Brent | \$ 103,843.45 | \$ 106,439.54 |
| Street/Water/Sewer Supt                      | Anderson, Danny | \$ 80,924.54  | \$ 82,947.65  |
| Budget & Finance Officer                     | Tobin           | \$ 81,887.12  | \$ 83,934.30  |
| Police Chief *****                           | Woody           | \$ 110,343.59 | \$ 113,102.18 |
| Dep Chief *****                              | Gardner         | \$ 104,097.96 | \$ 106,700.41 |
| Dep Chief *****                              | Wallace         | \$ 104,097.96 | \$ 106,700.41 |
| Police Admin                                 | Daniels         | \$ 52,502.21  | \$ 53,814.77  |
| Fire Chief                                   | Hyser           | \$ 103,843.45 | \$ 106,439.54 |
| Dep CityClerk                                | Embry           | \$ 52,561.63  | \$ 53,875.67  |
| Assistant Clerk                              | Turnipseed      | \$ 37,416.07  | \$ 31,980.00  |
| Transcriptionist/ Admin Assistant            | Taromina        | \$ 32,652.29  | \$ 33,468.60  |
| Det Admin Asst                               | Mitchell M      | \$ 35,955.85  | \$ 36,854.75  |
| City Atty                                    | Drella          | \$ 113,458.00 | \$ 116,294.45 |
| Building Director                            | Countryman      | \$ 73,228.66  | \$ 75,059.38  |
| Zoning and Code Enforcement                  | Whetsel         | \$ 44,291.63  | \$ 45,398.92  |
| Community Development Admin Assistant*       | Crawford        | \$ 33,224.46  | \$ 35,055.07  |
| Building Inspector PT                        | Wilcox          | \$ 21,632.00  | \$ 22,172.80  |
| Fire Admin Assistant                         | Gilman          | \$ 32,650.20  | \$ 33,466.46  |
| Community Development Planner/ Event Planner | DelRose         | \$ 55,560.40  | \$ 56,949.41  |
| GIS Specialist PT                            | Anderson, Grant | \$ 28,600.00  | \$ 29,315.00  |

\*Assumes an additional \$1,000 over the 2.5% increase for Crawford

\*\*\*\*\* The Police Chief's salary shall be 6% over that of the Deputy Chief's. (2.5% increase)

\*\*\*\*\* The Deputy Chief's Salary shall be 6% over the Sergeants pay including maximum longevity. (2.5% increase)

ORDINANCE #487H  
AN ORDINANCE AMENDING SECTION 110-92, Yield Intersections,  
OF THE CITY OF BELVIDERE MUNICIPAL CODE  
TO ADD GARFIELD AVE. AT WEST 3rd STREET  
AS TWO WAY YIELD

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belvidere as follows:

**SECTION 1:** Section 110-92, Yield Intersections, of the City of Belvidere Municipal Code is hereby amended to add the intersection of Garfield Ave. and West 3<sup>rd</sup> St. as a two way stop yield intersection on Garfield Ave. as follows:

|               |              |   |  |
|---------------|--------------|---|--|
| Garfield Ave. | West 3rd St. | 2 Way Yield on<br>Garfield / North<br>& South |  |
|---------------|--------------|---|--|

**SECTION 2:** The Official Traffic Regulation Map shall be amended in conformance with this Ordinance.

**SECTION 3:** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 4:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye:  
Voting Nay:  
Absent:

APPROVED:

\_\_\_\_\_  
Mayor Michael W. Chamberlain

ATTEST:

\_\_\_\_\_  
City Clerk Sarah Turnipseed

(SEAL)

Passed:  
Approved:  
Published:

ORDINANCE #488H

AN ORDINANCE AMENDING  
CHAPTER 106,  
OF THE CITY OF BELVIDERE  
MUNICIPAL CODE TO ADD A NEW  
ARTICLE X, MUNICIPAL GAS USE TAX  
AND AUTHORIZING A COLLECTION AGREEMENT  
WITH NICOR GAS COMPANY

**WHEREAS**, the City of Belvidere is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

**WHEREAS**, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

**WHEREAS**, in furtherance of its home rule powers, it is necessary and desirable for the City of Belvidere to amend its ordinances regarding taxation by creating a municipal gas use tax.

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

SECTION 1: The foregoing recitals are incorporated herein as if fully set forth.

SECTION 2: Chapter 106, of the City of Belvidere Municipal Code is amended to add a new Article X, Municipal Gas Use Tax, as set forth in the attached Exhibit A, which is incorporated herein by this reference and adopted as a part of this Ordinance.

SECTION 3: The Mayor is also authorized to execute the Municipal Gas Use Tax Collection Agreement with Northern Illinois Gas Company, d/b/a Nicor Gas Company, as set forth in the attached Exhibit B.

SECTION 4: This Ordinance shall be in full force and effect, and shall be controlling, from and after its passage, approval, and publication in pamphlet form as required by law, which publication is hereby authorized.

SECTION 5: Any section, paragraph, subdivision, clause, sentence or provision of this Ordinance that is construed to be invalid or void shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

Voting Aye:  
Voting Nay:  
Absent:

APPROVED AND SIGNED by the Mayor of the City of Belvidere, Illinois, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Mayor Michael W. Chamberlain

ATTEST: \_\_\_\_\_  
City Clerk Sarah Turnipseed

(SEAL)

Passed:  
Approved:  
Published:

ARTICLE X. MUNICIPAL GAS USE TAX:

Sec. 106-240. Short Title

The tax imposed by this Article shall be known as the “Municipal Gas Use Tax” and is imposed in addition to all other taxes imposed by the City of Belvidere, the State of Illinois, or any other municipal corporation or political subdivision thereof.

Sec. 106-241. Definitions

For the purpose of this Article, the following definitions shall apply:

- (a) “Person” means any individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation or political subdivision of this state, or a receiver, trustee, conservator or other representative appointed by order of any court.
- (b) “Public Utilities Act” means the Public Utilities Act as amended (220 ILCS 5/1-101 et seq.).
- (c) “Public Utility” means a public utility as defined in Section 3-105 of the Public Utilities Act.
- (d) “Retail Purchaser” means any Person who purchases gas in a Sale at Retail.
- (e) “Sale at Retail” means any sale of gas by a retailer to a Person for use or consumption, and not for resale. For this purpose, the term “retailer” means any Person engaged in the business of distributing, supplying, furnishing or selling gas.

Sec. 106-242. Tax

- (a) Except as otherwise provided by this Article, a tax is imposed on the privilege of using or consuming gas in the City that is purchased in a Sale at Retail at the rate of five cents (\$0.05) per therm.



- (b) The ultimate incidence of and liability for payment of the tax is on the Retail Purchaser, and nothing in this Article shall be construed to impose a tax on the occupation of distributing, supplying, furnishing, selling or transporting gas.
- (c) The Retail Purchaser shall pay the tax, measured by therms of gas delivered to the Retail Purchaser's premises, to the Public Utility designated to collect the tax pursuant to Section 106-243 of this Article on or before the payment due date of the Public Utility's bill first reflecting the tax, or directly to the City Treasurer on or before the fifteenth day of the second month following the month in which the gas is delivered to the Retail Purchaser if no Public Utility has been designated to collect the tax pursuant to Section 106-243 or if the gas is delivered by a person other than a Public Utility so designated.
- (d) Nothing in this Article shall be construed to impose a tax upon any person, business or activity which, under the constitutions of the United States or State of Illinois, may not be made the subject of taxation by the City.
- (e) A Person who purchases gas for resale and therefore does not pay the tax imposed by this Article with respect to the use or consumption of the gas, but who later uses or consumes part or all of the gas, shall pay the tax directly to the City Treasurer on or before the fifteenth day of the second month following the month in which the gas is used or consumed.
- (f) The tax shall apply to gas for which the delivery to the Retail Purchaser is billed by a Public Utility on or after May 1, 2020.
- (g) If it shall appear that an amount of tax has been paid which was not due under the provisions of this Article, whether as a result of mistake of fact or an error of law,

then such amount shall be (i) credited against any tax due, or to become due, under this Article from the taxpayer who made the erroneous payment or (ii) subject to a refund if no such tax is due or to become due; provided that no amounts erroneously paid more than three (3) years prior to the filing of a claim therefore shall be so credited or refunded.

- (h) No action to recover any amount of tax due under the provisions of this Article shall be commenced more than three (3) years after the due date of such amount.
- (i) To prevent multiple taxation, the use of gas in the City by a Retail Purchaser shall be exempt from the tax imposed by this Article if the gross receipts from the Sale at Retail of such gas to the Retail Purchaser are properly subject to a tax imposed upon the seller of such gas pursuant to the City's municipal utility tax, as amended from time to time (Section 106-190) authorized pursuant to Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2).

Sec. 106-243 Collection of Tax by Public Utility.

The Mayor, City Treasurer, and City Clerk are each authorized to enter into a contract for collection of the tax imposed by this Article with any Public Utility providing gas service in the City. The contract shall include and substantially conform with the following provisions:

- (1) the Public Utility will collect the tax from Retail Purchasers as an independent contractor;
- (2) the Public Utility will remit collected taxes to the City Treasurer no more often than once each month;

(3) the Public Utility will be entitled to withhold from tax collections a service fee equal to 3% of the amounts collected and timely remitted to the City Treasurer;

(4) the Public Utility shall not be responsible to the City for any tax not actually collected from a Retail Purchaser; and

(5) such additional terms as the parties may agree upon.

Sec. 106.244 Books and records.

Every taxpayer shall keep accurate books and records, including original source documents and books of entry, denoting the activities or transactions that gave rise, or may have given rise to any tax liability or exemption under this Article. All such books and records shall, at all times during business hours, be subject to and available for inspection by the City.

**Municipal Gas Use Tax Collection Agreement**

**between**

**the City of Belvidere, Illinois**

**and**

**Northern Illinois Gas Company,**

**d/b/a Nicor Gas Company**

EXHIBIT B

## CONTENTS

| Clause  | Page |
|---|------|
| ARTICLE 1. INCORPORATION OF RECITALS .....                    | 1    |
| ARTICLE 2. DEFINITIONS .....                                  | 2    |
| ARTICLE 3. SERVICES OF THE CONTRACTOR .....                   | 3    |
| 3.1 Tax Collection General Provisions .....                   | 3    |
| 3.2 Tax Collection Services .....                             | 3    |
| A. Collection From Customers .....                            | 3    |
| B. Review of Customer Accounts .....                          | 4    |
| C. Responsibility for Providing Exempt Customer List.....     | 5    |
| D. Remittance .....   | 6    |
| E. Customer Payments; Collection of Tax by Municipality ..... | 7    |
| F. Records and Audits .....                                   | 7    |
| G. Liability for Tax Refunds, Disputes .....                  | 8    |
| H. Amendments to Tax Ordinance .....                          | 8    |
| 3.3 Subcontracts and Assignments .....                        | 9    |
| A. Assignment by Contractor .....                             | 9    |
| B. Effect of Municipality Consent .....                       | 10   |
| C. Assignment by the Municipality .....                       | 10   |
| 3.4 Confidentiality .....                                     | 10   |
| 3.5 Compliance with Laws .....                                | 11   |
| ARTICLE 4. Term.....  | 11   |
| 4.1 Term of Agreement.....                                    | 11   |
| A. Original Term .....  | 11   |
| B. Extension .....  | 11   |
| ARTICLE 5. COMPENSATION .....                                 | 11   |
| ARTICLE 6. DISPUTES.....                                      | 12   |
| ARTICLE 7. REPRESENTATIONS AND WARRANTIES .....               | 12   |
| 7.1 Contractor’s Representations and Warranties .....         | 12   |
| 7.2 Municipality’s Representations and Warranties.....        | 12   |
| ARTICLE 8. TERMINATION.....                                   | 12   |
| 8.1 Termination Right of Municipality.....                    | 12   |
| 8.2 Termination Right of Contractor .....                     | 13   |
| ARTICLE 9. GENERAL CONDITIONS .....                           | 13   |
| 9.1 Entire Agreement.....                                     | 13   |
| A. General.....   | 13   |
| B. No Collateral Agreements .....                             | 13   |
| 9.2 Counterparts.....   | 14   |
| 9.3 Amendments .....  | 14   |

## CONTENTS

| Clause      | Page  |
|-------------|---|
| 9.4         | Governing Law and Jurisdiction..... 14  |
| 9.5         | Severability ..... 14   |
| 9.6         | Interpretation..... 14  |
| 9.7         | Assigns..... 14   |
| 9.8         | Invalid Tax or Exemption from Tax; Responsibility for Refunds and<br>Collection..... 14 |
| 9.9         | Miscellaneous Provisions ..... 15   |
| 9.10        | Nonliability of Public Officials ..... 15   |
| 9.11        | Nonliability of the Contractor’s Officers, Directors, Employees and<br>Agents ..... 16  |
| 9.12        | Consequential Damages; Fines; Etc ..... 16  |
| 9.13        | Limitation of Liability ..... 16  |
| 9.14        | Indemnification by Municipality Related to Imposition of Tax ..... 16                   |
| 9.15        | Limitation Period on Actions..... 17  |
| 9.16        | Survival..... 17  |
| ARTICLE 10. | NOTICES ..... 17  |
| ARTICLE 11. | AUTHORITY ..... 17  |
| 11.1        | Municipality’s Authority ..... 17   |
| 11.2        | Contractor’s Authority..... 18  |

**MUNICIPAL GAS USE TAX COLLECTION AGREEMENT**

This Municipal Gas Use Tax Collection Agreement (this "Agreement") is entered into to be effective as of \_\_\_\_\_, 2020, by and between Northern Illinois Gas Company, d/b/a Nicor Gas Company, an Illinois corporation (the "Contractor"), and the City of Belvidere, Illinois (the "Municipality"), a municipal corporation and home rule unit of local government existing under the Illinois Constitution.

**RECITALS**

**WHEREAS**, on \_\_\_\_\_, 2020, the Municipality adopted Ordinance No. \_\_\_\_\_ (the "Tax Ordinance") pursuant to which the Municipality found that:

(a) the Municipality is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970;

(b) subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

(c) in furtherance of its home rule powers, it is necessary and desirable for the Municipality to amend its ordinances regarding taxation by creating a municipal gas use tax; and

**WHEREAS**, as a result of such findings, the Municipality adopted the Tax Ordinance imposing a Municipal Gas Use Tax (the "Tax") on gas purchased at retail for use or consumption in the Municipality; and

**WHEREAS**, the Municipality authorized the execution of an agreement with the Contractor to provide for the collection of the Tax; and

**WHEREAS**, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the Municipality is authorized to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Municipality and the Contractor have negotiated the terms and conditions pursuant to which the Contractor shall collect the Tax and render other related services.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the Municipality and the Contractor agree as follows:

**ARTICLE 1.  
INCORPORATION OF RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

**ARTICLE 2.  
DEFINITIONS**

The following terms shall have the meanings ascribed to them for the purposes of this Agreement:

**“Account”** means an account that a Person has with the Contractor.

**“Agreement”** means this Municipal Gas Use Tax Collection Agreement, including all exhibits attached hereto and incorporated herein by reference, and all amendments, modifications or revisions hereto made in accordance with the terms hereof.

**“Contractor”** has the meaning set forth in the first paragraph of this Agreement.

**“Customer”** means a Person on the Customer Account List who has a Customer Account.

**“Customer Account”** means an Account that a Customer has with the Contractor.

**“Customer Account List”** means a list of addresses of Customer Accounts from which the Contractor will collect the Tax.

**“Exempt Customer List”** means a document issued by the Municipality listing the names, addresses, account numbers, facilities and meter locations of (i) the Municipality, (ii) Persons exempt by law from the payment of the Tax (other than by an ordinance of the Municipality), and (iii) Persons who are exempt from payment of the Tax pursuant to an ordinance of the Municipality.

**“Fee”** means the compensation payable to the Contractor for the services provided under this Agreement as more specifically defined in Article 5 of this Agreement.

**“Municipality”** has the meaning set forth in the first paragraph of this Agreement.

**“Person”** means any individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation or political subdivision of this state, or a receiver, trustee, conservator or other representative appointed by order of any court.

**“Records”** means those records and accounts with respect to the Tax on each Customer Account on the Customer Account List, which are kept by the Contractor in the ordinary course of its business.

**“State”** means the State of Illinois.

**“Tax”** has the meaning set forth in the Recitals to this Agreement

**“Tax Collection Services”** means the services described in Article 3 of this Agreement.

**“Tax Ordinance”** has the meaning set forth in the Recitals to this Agreement.



**ARTICLE 3.**  
**SERVICES OF THE CONTRACTOR**

**3.1 Tax Collection General Provisions**

The Contractor shall perform the services (the "Tax Collection Services") described in Section 3.2.

The Contractor is acting as an independent contractor in performing under this Agreement and nothing herein is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the Municipality and the Contractor, or as constituting the Contractor or any officer, owner, employee or agent of the Contractor as an agent, representative, fiduciary or employee of the Municipality for any purpose or in any manner whatsoever.

The relationship of the parties with respect to the subject matter of this Agreement, including without limitation the performance of the Tax Collection Services, is strictly contractual and neither party shall have any rights or obligations with respect to the Tax Collection Services other than as are expressly provided in this Agreement. Without limiting the generality of the foregoing, it is specifically understood and agreed that the rights and obligations of the Contractor with respect to the subject matter of this Agreement shall not be deemed to incorporate or be amended, modified or varied in any respect by (i) the provisions of any ordinance (including the Tax Ordinance), mandate or directive that the Municipality has adopted or may adopt in the future even if such ordinance, mandate or directive purports to amend, modify or vary any rights or obligations of the Contractor or to impose any performance standards, charges, damages, assessments, fines or penalties on the Contractor with respect to, or in connection with, the subject matter of this Agreement or (ii) the provisions of any existing or future license, franchise, grant or other agreement.

**3.2 Tax Collection Services**

**A. Collection From Customers**

The Contractor will bill the Tax to each Customer on the Customer Account List by including the Tax on the bills issued to the Customer for the Customer Account. The Tax will be billed at the rate of five cents (\$0.05) per therm of gas delivered and billed by the Contractor to such Customer Account. The Contractor will collect the Tax remitted along with any other amounts owed to the Contractor, including any gas and service charges, and any charges pursuant to Sections 9-221 and 9-222 of the Public Utilities Act.

The Contractor will include the Tax on any bill issued to a Customer on the Customer Account List on or after \_\_\_\_\_.

## **B. Review of Customer Accounts**

### **1. Municipality Cooperation with Respect to Customer Accounts**

During the Term, the Municipality shall cooperate with the Contractor with respect to the review of Customer Accounts subject to the Tax, including, but not limited to, reviewing Customer Account Lists as described herein.

### **2. Initial Customer Account List**

The Contractor shall provide the Municipality with the Contractor's initial Customer Account List prior to, or shortly following, commencement of the Tax Collection Services. The Municipality shall promptly review the Customer Account List provided by the Contractor and inform the Contractor in writing of changes to (including additions to, deletions from or other changes to) the Customer Account List within thirty (30) days of receipt of such Customer Account List. If the Municipality informs the Contractor of changes to the Customer Account List and provides supporting information for such changes, the Contractor shall use reasonable efforts to implement any such changes, unless it disputes any such changes from the Municipality, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same.

### **3. Changes to Customer Account List**

The Municipality acknowledges that, during the Term, the Contractor will add Customer Accounts to, delete Customer Accounts from and make other changes to the Customer Account List as the Contractor is informed of changes related to Customer Accounts. In addition, if the Municipality informs the Contractor in writing of suggested changes to the Customer Account List and provides supporting information for such changes, the Contractor shall use its reasonable efforts to implement any such changes, unless it disputes any such changes from the Municipality, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same.

As a means of assisting the Municipality to confirm the accuracy of the Customer Account List on an ongoing basis during the Term, the Contractor may periodically provide to the Municipality a current Customer Account List. The Municipality shall promptly review such Customer Account List and inform the Contractor in writing of changes to (including additions to, deletions from or other changes to) the Customer Account List within thirty (30) days of receipt of such Customer Account List. If the Municipality informs the Contractor in writing of changes to the Customer Account List and provides supporting information for such changes, the Contractor shall use reasonable efforts to implement any such changes, unless it disputes any such changes suggested by the Municipality, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same. If the Municipality fails to so inform the Contractor in writing of changes to the Customer Account List, the Contractor shall be entitled to assume that the Municipality does not propose any changes to the current Customer Account List.

#### **4. Accuracy of Customer Account List**

The Customer Account Lists shall be compiled by the Contractor from information contained in the Contractor's customer records as such records exist from time to time based on information received by the Contractor from the Municipality in accordance with this Section 3.2B and from other sources of information normally used by the Contractor in the ordinary course of its utility business. The Customer Account Lists are intended to contain the accurate addresses of all Customers who use or consume gas within the Municipality. However, the Municipality specifically acknowledges that the Customer Account Lists compiled by the Contractor in the ordinary course of its business may include mistakes, errors and omissions and that, as a consequence, the Customer Account Lists may fail to include some Persons who use or consume gas within the Municipality or they may include some Persons who do not use or consume gas within the Municipality. The Contractor makes no representation or warranty that the Customer Account Lists will be free from mistakes, errors and omissions. The Contractor shall have no responsibility or liability to the Municipality for any such mistakes, errors or omissions in any Customer Account Lists including, without limitation, any responsibility or liability related to the collection of the Tax from Accounts on the Customer Account Lists or related to the failure to collect the Tax from Accounts not on the Customer Account Lists.

#### **C. Responsibility for Providing Exempt Customer List**

##### **1. Initial Exempt Customer List**

It shall be the obligation of the Municipality to provide the Contractor in writing with the Exempt Customer List before the commencement of the Tax Collection Services. In the event the Municipality does not provide the Contractor with an initial Exempt Customer List before the commencement of the Tax Collection Services, the Contractor thereafter may, but shall not be obligated to, compile an initial Exempt Customer List based upon its judgment, made in good faith, of Persons who would qualify as exempt from the Tax and, if the Contractor elects to compile an initial Exempt Customer List, the Contractor shall promptly provide the Municipality in writing with such Exempt Customer List. Upon receipt of the Exempt Customer List by the Contractor, the Contractor shall not include the Tax on any bill issued to a Person on the Exempt Customer List from and after the first day of the second month following the date of receipt of the Exempt Customer List, unless the Contractor disputes the inclusion of any Person on the Exempt Customer List, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same. In the event the Municipality does not timely provide the Contractor with an initial Exempt Customer List and the Contractor elects to compile an Exempt Customer List, the Contractor may exclude the Tax on any bill issued to a Person on the Exempt Customer List from and after the date the Contractor compiles such Exempt Customer List. The Municipality shall be responsible for updating the Exempt Customer List and shall promptly notify the Contractor of any such updates as they occur.

##### **2. Addition of Persons to Exempt Customer List**

Upon receipt by the Contractor of any written update to the Exempt Customer List from the Municipality adding Persons to the Exempt Customer List, the Contractor shall not include

the Tax on any bill issued to a Person added to the Exempt Customer List from and after the first day of the second month following the date of receipt of the updated Exempt Customer List, unless the Contractor disputes the addition of any such Person to the Exempt Customer List, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same.

### **3. Removal of Persons from Exempt Customer List**

Upon receipt by the Contractor of any written update to the Exempt Customer List from the Municipality removing Persons from the Exempt Customer List, the Contractor shall include the Tax on any bill issued to a Person removed from the Exempt Customer List from and after the first day of the second month following the date of receipt of the updated Exempt Customer List, unless the Contractor disputes the removal of any such Person from the Exempt Customer List, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same.

### **4. Accuracy of Exempt Customer List**

The Contractor makes no representation or warranty that the Exempt Customer Lists will be free from mistakes, errors and omissions including, without limitation, mistakes, errors or omissions by the Contractor in (i) compiling an initial Exempt Customer List in the event the Municipality fails to timely provide the Contractor with an initial Exempt Customer List or (ii) incorporating information received from the Municipality in the preparation or update of the Exempt Customer Lists. The Contractor shall have no responsibility or liability to the Municipality for any such mistakes, errors or omissions in any Exempt Customer Lists including, without limitation, any responsibility or liability related to the failure to collect the Tax from Accounts on the Exempt Customer Lists or related to the collection of the Tax from Accounts not on the Exempt Customer Lists.

## **D. Remittance**

The Contractor will remit the Tax collected, net of its Fee, to the Municipality on or before the last day of the first calendar month following the calendar month in which the Tax is collected. The Contractor may remit payment for a calendar month on the basis of estimates made by the Contractor in good faith of the Tax to be billed and collected, and the Fee due, for that calendar month and, in such case, the Contractor will adjust as soon as reasonably practicable subsequent monthly remittances to account for differences between the Contractor's initial estimate of Tax collections, and Fee due, for such calendar month and Contractor's actual Tax collections and the actual Fee due for such calendar month. The Contractor may from time to time change its methodology for estimating in good faith the Taxes to be billed and collected, and the Fee due, for a calendar month. The Contractor ultimately shall only be responsible for remitting to the Municipality the actual amount of Tax collected by the Contractor, net of the Fee applicable thereto, and shall have no obligation to pursue collection efforts on behalf of the Municipality to collect any Tax billed by the Contractor that is not paid. If the Contractor's remittances for a calendar month are based on estimates and the amounts of such estimates are less than the actual Tax ultimately collected for such calendar month, the Contractor shall be responsible for remitting to the Municipality (if not otherwise accomplished through the

adjustment procedure above) the amount, without interest, by which the Tax actually collected for such month, net of the Fee applicable thereto, exceeded the Contractor's previous remittances for such month. If the Contractor's remittances for a calendar month are based on estimates and the amounts of such estimates are more than the actual Tax ultimately collected for such calendar month, the Municipality shall be responsible for remitting to the Contractor (if not otherwise accomplished through the adjustment procedure above) the amount, without interest, by which the Tax actually collected for such month, net of the Fee applicable thereto, is less than the Contractor's previous remittances for such month.

**E. Customer Payments; Collection of Tax by Municipality**

The Tax shall be due and payable by a Customer to the Contractor by the due date of the bill on which the Tax is included. The Municipality shall not assess or attempt to collect any Tax from a Customer, provided, however, that the Municipality may attempt to collect the Tax from Accounts subject to dispute between the Municipality and the Contractor pursuant to Section 3.2B., but only during such period as a dispute exists between the Municipality and the Contractor related to such Accounts and, provided, further, that the Municipality shall assume all liability related to the collection of the Tax from such Accounts and the Contractor shall have no responsibility or liability related to the collection of the Tax from such Accounts or related to the failure to collect the Tax from such Accounts. In the event that a Customer attempts to pay the Tax to the Municipality, the Municipality shall use its best efforts to direct the Customer to pay the Tax to the Contractor.

**F. Records and Audits**

**1. Records**

The Contractor shall use good faith efforts to retain for a three-year period from the date any billing of the Tax Records sufficient to reflect properly such Tax due, billed, collected and/or remitted to the Municipality, and the amount of any Fees deducted by the Contractor as payment for the Tax Collection Services.

Any Records transmitted, disclosed or otherwise made available to the Municipality pursuant to this Agreement shall not include identifying information pertaining to the Customer.

**2. Audits**

The Contractor shall keep the Records open to reasonable audit, inspection, copying and abstracting by the Municipality at the Contractor's office at reasonable times during business hours that are agreed to by the Contractor, at the Municipality's expense (which shall include reimbursement of all costs of the Contractor related to any such audit, inspection, copying or abstracting, including labor and overhead charges for employees and agents of the Contractor responding to audit requests) and subject to the Contractor's customer confidentiality policies. Audit requests shall be provided to the Contractor in writing and shall be limited in scope to Records relating to billing and collection of Tax from Customers for the three-year period preceding the date of the audit request. The Contractor shall determine, in its discretion, the manner and format in which such Records are provided to the Municipality. Each employee or

agent of the Municipality participating in the audit shall agree in writing to comply with the confidentiality obligations of the Municipality as specified in Section 3.4 of this Agreement.

If, after conducting an audit, the Municipality believes that the Tax should have been collected from certain Accounts or that the Tax should not have been collected from certain Accounts, the Municipality shall notify the Contractor in writing and provide supporting information as appropriate. The Contractor shall use reasonable efforts to commence or discontinue collection of the Tax from such Accounts, as applicable, on a prospective basis, unless it disputes the Municipality's position with respect to any such Account, in which case it shall notify the Municipality of the same and the Contractor and the Municipality shall use their best efforts to promptly resolve the same. The Municipality shall be solely responsible for collecting the Tax from or refunding the Tax to such Accounts, as applicable, for periods prior to the date that the Contractor commences or discontinues collection of the Tax from such Accounts. Upon the request of the Municipality, the Contractor may provide reasonable assistance to the Municipality in the Municipality's collection or refunding of the Tax.

#### **G. Liability for Tax Refunds, Disputes**

Liability for the Tax shall rest exclusively with the Customer. The Contractor shall not be liable to remit any Tax not actually collected. To the extent a subcontractor or assignee that collects the Tax pursuant to this Agreement is required to transfer the amount of the Tax collected to the Contractor for remittance to the Municipality, the Contractor is responsible for remitting to the Municipality only that portion of the Tax actually received by the Contractor from the subcontractor or assignee.

Any Customer's claim for a refund or other dispute regarding the amount of Tax owed or collected shall be directed to and handled by the Municipality, not the Contractor. In no case shall the Contractor be liable to refund any Tax to a Customer or other amount collected and remitted to the Municipality pursuant to this Agreement. The foregoing shall not limit the Contractor's ability to refund the Tax in such cases where the Contractor reasonably determines that a refund is appropriate and, in any such case, the Contractor shall be entitled to reimbursement from the Municipality for such refund to the extent the amount of the refunded Tax previously had been remitted by the Contractor to the Municipality.

#### **H. Amendments to Tax Ordinance**

In the event that the Tax Ordinance is amended, the Municipality shall provide notice to the Contractor within 14 days of the date that any amended ordinance is passed. If the amended ordinance changes the rate of the Tax, then the Contractor shall collect the Tax at the new rate with respect to bills issued for a Customer Account on or after: (i) the effective date of the new rate of the Tax pursuant to the amended ordinance, which shall be the first day of a calendar month; or (ii) the first day of the calendar month following that date which is three months after the date on which the amended ordinance is passed, whichever is later. If the Tax Ordinance is amended without the prior written concurrence of the Contractor in any manner other than to change the rate of the Tax, the Contractor may at any time from and after the date such amended ordinance is passed terminate this Agreement upon thirty (30) days' written notice to the Municipality.

### **3.3 Subcontracts and Assignments**

#### **A. Assignment by Contractor**

##### **1. Merger or Asset Sale**

The Contractor may, without the consent of the Municipality, transfer its rights and obligations under this Agreement, in whole, but not in part, in connection with a merger or a sale, transfer or conveyance of all or substantially all of the Contractor's assets.

##### **2. Collection Agencies**

The Contractor may, without the consent of the Municipality, subcontract, assign or delegate all or any portion of the Tax Collection Services to one or more collection agencies or law firms in the ordinary course of the Contractor's business and consistent with the requirements of this Agreement. Furthermore, the Contractor may, without the consent of the Municipality, permit any of its authorized agents listed on the Contractor's published "Directory of Company Authorized Collection Agents and Company Offices", for example, a bank or a savings and loan, to accept payments from Customers on behalf of the Contractor.

##### **3. Gas Supplier Agreements**

The Contractor may enter into an agreement with a gas supplier to provide billing services to the Contractor. In the event the Contractor enters into such an agreement with a gas supplier, the Contractor may, at the Contractor's sole discretion, (a) continue to collect the Tax with respect to Customers purchasing gas from the gas supplier, (b) subcontract, assign or delegate, without the consent of the Municipality, all or any portion of the Tax Collection Services to the gas supplier with respect to Customers purchasing gas from the gas supplier, or (c) provide notice to the Municipality that those Customers purchasing gas from the gas supplier will not be considered Customers for purposes of this Agreement and will be removed from the Customer Account List on the first day of the month following such notice, in which case the Municipality may enter into a separate agreement with the gas supplier to collect the Tax from such Customers.

##### **4. Other Assignments**

Except as otherwise permitted pursuant to this Section 3.3A., the Contractor shall not subcontract, assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement without the express written consent of the Municipality, such consent not to be unreasonably withheld. Any attempted subcontract, assignment, delegation or transfer made without such express written consent shall be void and of no effect.

##### **5. Conditions of Assignment**

All subcontracts or assignments permitted pursuant to this Section 3.3A. (with the exception of transfers permitted pursuant to Section 3.3A.1. and Section 3.3A.3 and subcontracts or assignments where the Municipality approves otherwise pursuant to section 3.3A.4.) shall be deemed conditioned upon performance by the subcontractor or assignee in accordance with the

terms and conditions of this Agreement. If any such subcontractor or assignee approved by the Municipality pursuant to Section 3.3A.4. shall fail to observe or perform the terms and conditions of this Agreement, the Municipality shall have the right upon written notification to require the performance of this Agreement by the Contractor personally or through any other Municipality-approved subcontractor or assignee.

#### **B. Effect of Municipality Consent**

No subcontract or assignment with respect to this Agreement (with the exception of transfers permitted pursuant to Section 3.3A.1. and subcontracts or assignments where the Municipality approves otherwise pursuant to Section 3.3A.4.), nor any acceptance of or payment for any Tax Collection Services by the Municipality, shall relieve the Contractor of any of its obligations hereunder.

#### **C. Assignment by the Municipality**

Without the express written consent of the Contractor, such consent not to be unreasonably withheld, the Municipality shall not subcontract, assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement. Any attempted subcontract, assignment, delegation or transfer made without such express written consent shall be void and of no effect.

Notwithstanding the foregoing, the Municipality may, without the consent of the Contractor, (i) assign or otherwise transfer, in whole or in part, its rights to receive the Tax collected hereunder in connection with any debt financing transaction, and (ii) subcontract, assign or delegate all or any part of its rights of assessment and enforcement with respect to the Tax.

### **3.4 Confidentiality**

The Contractor and the Municipality hereby agree not to disclose to third parties any information provided to either the Contractor or the Municipality by the other (or by such other party's agents, contractors, or subcontractors), or obtained by either party in the performance of its obligations under this Agreement. This Section 3.4 shall not apply to the following: (a) information available from public sources, (b) information made public by a party other than the Municipality or the Contractor, (c) disclosure by the Contractor to affiliates of the Contractor, or to the Contractor's agents or subcontractors which is necessary for the Contractor to perform its obligations under this Agreement, (d) disclosure required, in the opinion of the disclosing party's legal counsel, by law, judicial or administrative order or where such disclosure is necessary to comply with Federal or state securities laws, (e) disclosure required by any lender providing financing to the Contractor or the Municipality or from whom such financing is sought, (f) disclosure to a Customer regarding his Tax liability or payment, (g) general instructions and/or general information regarding the Tax provided to the public and/or to Customers, (h) disclosure to the Illinois Commerce Commission, and (i) disclosure required under the Illinois Freedom of Information Act.

Furthermore, the Municipality acknowledges that the Contractor's obligations pursuant to this Agreement, including its obligations to provide information or access to information,



particularly Records, to the Municipality, are subject to the Contractor's customer confidentiality policies. The Municipality further acknowledges that such customer confidentiality policies may limit the Municipality's access to such information. The Municipality also acknowledges that any Records transmitted, disclosed or otherwise made available to the Municipality pursuant to this Agreement shall not include identifying information pertaining to the Customer.

### **3.5 Compliance with Laws**

The Contractor and the Municipality shall at all times observe and comply, in all material respects, with all applicable laws, ordinances, rules, regulations, policies and executive orders of the federal, state and local government which may affect the performance of this Agreement.

## **ARTICLE 4. TERM**

### **4.1 Term of Agreement**

#### **A. Original Term**

This Agreement shall take effect as of the date hereof and shall continue until January 1, 2020 (subject to paragraph B below) or until this Agreement is terminated in accordance with its terms, whichever occurs first.

The Contractor's duty to perform the Tax Collection Services shall begin with bills issued to Customers on January 1, 2019 and shall cease (unless otherwise extended hereunder) with respect to bills issued on or after January 1, 2020.

#### **B. Extension**

This Agreement shall automatically extend for successive one-year periods after the original one-year term unless either party elects to terminate this Agreement by written notice delivered to the other party no later than thirty (30) days prior to the end of the then current term or this Agreement is otherwise terminated in accordance with its terms.

## **ARTICLE 5. COMPENSATION**

As compensation for the Tax Collection Services provided hereunder, the Contractor shall be paid a fee (the "Fee") equal to 3% of the amount of Tax collected by the Contractor, its subcontractors or its authorized agents and remitted in accordance with Section 3.2D. The Contractor shall be entitled to deduct the applicable Fee from each remittance of Tax to the Municipality. Payment of the Fee for any Tax actually collected and remitted to the Municipality in accordance with Section 3.2D., whether before or after the effective date of the termination of this Agreement, shall be in accordance with this Article 5.

**ARTICLE 6.  
DISPUTES**

The Municipality and the Contractor shall use their best efforts to resolve any disputes arising under this Agreement including disputes as to whether the Contractor failed to remit or timely remit any Tax collected. During any period of dispute resolution, the Contractor shall continue to perform the Tax Collection Services and will be entitled to collect its Fee under Article 5.

**ARTICLE 7.  
REPRESENTATIONS AND WARRANTIES**

**7.1 Contractor's Representations and Warranties**

In connection with the execution of this Agreement, the Contractor hereby represents and warrants to the Municipality that the Contractor is legally authorized to execute this Agreement and to perform or cause to be performed the Tax Collection Services.

**7.2 Municipality's Representations and Warranties**

In connection with the execution of this Agreement, the Municipality hereby represents and warrants to the Contractor that the Municipality:

- (A) is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State and is a home rule unit of government under Section 6(a) of Article VII of said Constitution;
- (B) has full power and authority as a home rule unit of government to impose the Tax and to execute this Agreement; and
- (C) has duly authorized all necessary action to be taken by it for the imposition of the Tax and the execution and performance of this Agreement.

**ARTICLE 8.  
TERMINATION**

**8.1 Termination Right of Municipality**

The Municipality shall have the absolute right to terminate this Agreement by a notice in writing from the Municipality to the Contractor setting forth the effective date of such termination:

- (A) if the Tax is preempted, repealed, or determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid; or
- (B) upon thirty (30) days' written notice to the Contractor.

If the Municipality elects to terminate this Agreement under this Section 8.1., all Tax Collection Services to be provided hereunder shall cease with respect to bills issued on and after the effective date stated in the notice, which date shall be the first day of a calendar month.

## **8.2 Termination Right of Contractor**

The Contractor shall have the absolute right to terminate this Agreement by a notice in writing from the Contractor setting forth the effective date of such termination:

- (A) if the Illinois Commerce Commission issues an order prohibiting the Contractor from performing all or part of the Tax Collection Services;
- (B) if the Tax is preempted, repealed, or determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid; or
- (C) upon thirty (30) days' written notice to the Municipality.

If the Contractor elects to terminate this Agreement under this Section 8.2., all Tax Collection Services to be provided hereunder shall cease with respect to bills issued on and after the effective date stated in the notice, which date shall be the first day of a calendar month.

## **ARTICLE 9. GENERAL CONDITIONS**

### **9.1 Entire Agreement**

#### **A. General**

The Contractor and the Municipality acknowledge that this Agreement shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

#### **B. No Collateral Agreements**

The Contractor and the Municipality agree that, except for those representations, statements or promises expressly contained in this Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever, by either party, its officials, its agents or its employees has induced the other party to enter into this Agreement or has been relied upon by either party including any with reference to (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Tax Collection Services to be performed; (iii) the nature, quantity, quality or volume of any materials, labor or other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (v) above, affecting or having any connection with this Agreement or the negotiation or performance hereof.

## **9.2 Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

## **9.3 Amendments**

No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the Municipality or their respective successors and assigns.

## **9.4 Governing Law and Jurisdiction**

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois without regard to principles of conflicts of law.

## **9.5 Severability**

The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

## **9.6 Interpretation**

Any headings of this Agreement are for convenience or reference only and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

## **9.7 Assigns**

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

## **9.8 Invalid Tax or Exemption from Tax; Responsibility for Refunds and Collection**

In the event that it is determined by a court or administrative agency of competent jurisdiction that the Tax does not apply to the use of gas by a Customer from whom the Tax was collected and remitted to the Municipality in accordance with this Agreement, it shall be the Municipality's responsibility to make any necessary refunds; the Contractor shall not be responsible for any refunds to the Customer, nor shall the Contractor be required to refund to the Municipality any Fee retained by the Contractor with respect to the Tax collected from that

Customer. If, notwithstanding the foregoing, the Contractor is ordered by a court or administrative agency of competent jurisdiction to make any necessary refunds, the Municipality shall reimburse the Contractor for any such refunds made by the Contractor.

In the event that any aspect of the Tax is found to be invalid or unconstitutional by a court of competent jurisdiction, it shall be the Municipality's responsibility to make any necessary refunds; the Contractor shall not be responsible for any refunds of the Tax to Customers, nor shall the Contractor be required to refund to the Municipality any Fee retained by the Contractor with respect to Tax collected. If, notwithstanding the foregoing, the Contractor is ordered by a court or administrative agency of competent jurisdiction to make any necessary refunds, the Municipality shall reimburse the Contractor for any such refunds made by the Contractor.

In the event that any exemption from the Tax is found to be invalid or unconstitutional by a court of competent jurisdiction, it shall be the Municipality's responsibility to collect any amounts of the Tax then due; the Contractor shall not be responsible to collect any such amounts. If, notwithstanding the foregoing, the Contractor is ordered by a court or administrative agency of competent jurisdiction to collect any amounts of the Tax then due, the Municipality shall reimburse the Contractor for any costs of the Contractor related to the collection of such Tax.

#### **9.9 Miscellaneous Provisions**

Whenever under this Agreement the Municipality by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the Municipality's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the Municipality may have waived the performance, requirement or condition.

Whenever under this Agreement the Contractor by a proper authority waives the Municipality's performance in any respect or waives a requirement or condition to either the Municipality's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the Contractor may have waived the performance, requirement or condition.

#### **9.10 Nonliability of Public Officials**

No official or employee of the Municipality shall be charged personally by the Contractor or by any assignee or subcontractor of the Contractor with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement or because of the Municipality's execution or attempted execution thereof or because of any breach hereof.

### **9.11 Nonliability of the Contractor's Officers, Directors, Employees and Agents**

No officer, director, employee or agent of the Contractor shall be charged personally by the Municipality or by any assignee or subcontractor of the Municipality with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement or because of the Contractor's execution or attempted execution thereof or because of any breach hereof.

### **9.12 Consequential Damages; Fines; Etc.**

Notwithstanding any other provision in this Agreement, neither the Municipality nor the Contractor, or their respective officers, directors, employees, representatives or agents shall be liable to the other for consequential losses or damages, including punitive or exemplary damages, arising out of or incurred in connection with the Tax Collection Services. The Municipality and the Contractor each hereby release each other and their subcontractors, officers, directors, employees, representatives and agents from any such liability.

The Contractor shall not be liable to the Municipality for any fine, assessment, penalty, forfeiture, fee, interest payment or other charge in connection with the Tax Collection Services or this Agreement notwithstanding any present or future ordinance, mandate or directive adopted by the Municipality that may purport to authorize the Municipality to assess any such fine, assessment, penalty, forfeiture, fee, interest payment or other charge to the Contractor in connection with the Tax Collection Services or this Agreement.

The Municipality shall not seek to impose any lien or encumbrance upon any property of the Contractor, or seek to revoke, modify or refuse to renew or grant any license, right or franchise of the Contractor as a means, directly or indirectly, to seek to compel compliance by the Contractor with this Agreement or in connection with any dispute relating to the performance of the Tax Collection Services or any obligations of the Contractor relating thereto.

### **9.13 Limitation of Liability**

To the fullest extent permitted by law, the cumulative maximum liability of the Contractor to the Municipality with respect to claims and costs arising out of the performance or nonperformance of the Tax Collection Services shall not exceed the amount of the Contractor's Fee paid to the Contractor during the period that is one year prior to the date on which the Municipality commences an action against the Contractor.

### **9.14 Indemnification by Municipality Related to Imposition of Tax**

The Municipality agrees to indemnify, defend and hold harmless the Contractor, including its officers, agents and employees, against any liability, loss, costs and expenses, including all costs of litigation and all reasonable attorneys' fees, that the Contractor, including its officers, agents and employees, incur, sustain or are subject to that results from or arises out of any claim, cause of action or litigation wherein another party asserts that any aspect of the Tax (including any exemption from the Tax) is unconstitutional under the United States or Illinois constitutions or otherwise invalid.

**9.15 Limitation Period on Actions**

No action, regardless of form, arising out of this Agreement, or alleging any breach of this Agreement, may be brought by either the Contractor or the Municipality against the other party more than three years after such an action accrued.

**9.16 Survival**

All provisions that by their inherent character should survive termination of this Agreement, shall survive the termination of this Agreement.

**ARTICLE 10.  
NOTICES**

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the Municipality:           City of Belvidere  
  Attention: City Clerk  
  401 Whitney Boulevard  
  Belvidere, Illinois 61008

If to the Contractor:           Nicor Gas Company  
  1844 Ferry Road  
  Naperville, Illinois 60563-9600  
  Attention: Billing Manager

With a Copy to:                 Nicor Gas Company  
  1844 Ferry Road  
  Naperville, Illinois 60563-9600  
  Attention: Community Relations Manager

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail shall be deemed received three days after mailing in accordance with this Article 10. Notices delivered personally shall be deemed effective upon receipt.

**ARTICLE 11.  
AUTHORITY**

**11.1 Municipality’s Authority**

This Agreement is entered into by virtue of the home rule authority conferred on the Municipality under Section 6(a), Article VII of the 1970 Constitution of the State.

## **11.2 Contractor's Authority**

Execution of this Agreement by the Contractor is authorized by bylaws or a resolution of its Board of Directors, and the signature of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement.



IN WITNESS WHEREOF, the Municipality and the Contractor have executed this Agreement to be effective as of the date first set forth above.

CITY OF BELVIDERE

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

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

Date: \_\_\_\_\_

NORTHERN ILLINOIS GAS COMPANY, d/b/a/  
NICOR GAS COMPANY

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

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

Date: \_\_\_\_\_

RESOLUTION # 2108-2020:

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
BETWEEN THE CITY OF BELVIDERE AND AZAVAR  
AUDIT SOLUTIONS, INC

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of  
Belvidere as follows:

- 1) The Mayor is hereby authorized to execute Addendum to the Professional  
Services Agreement between the City of Belvidere and Azavar Audit  
Solutions, Inc., a copy of which is attached hereto and incorporated herein.

Approved:

---

Mayor

Attest:

---

City Clerk

Ayes:

Nays:

Absent:

Date Approved:



**ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF BELVIDERE  
AND  
AZAVAR AUDIT SOLUTIONS, INC**

This addendum refers to the Professional Services Agreement ("Agreement") by and between Azavar Audit Solutions, Inc. ("Azavar") and The City of Belvidere ("Customer") dated as of January 16, 2018 and which is currently in full force and effect.

Azavar and Customer agree that Section 3, Payment Terms, of the Agreement is hereby amended as follows specifically for compensation related to the implementation of the Gas Use Tax:

- (1) All references to forty-five (45) percent shall be replaced eighteen (18) percent;
- (2) All references to thirty-six (36) months shall be replaced with forty-eight (48) months.

With the signed authorization below, the signer acknowledges that he or she is authorized to amend the Agreement on behalf of the Customer.

IN WITNESS WHEREOF, the parties have agreed to this Addendum as of the date below.

Customer:                     **City of Belvidere, IL**                    

By (Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Azavar Audit Solutions**

By (Signature): \_\_\_\_\_

Name:             Jason Perry            

Title:             President            

Date: \_\_\_\_\_

RESOLUTION #2109-2020:

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
BETWEEN THE CITY OF BELVIDERE TYLER TECHNOLOGIES  
FOR IMPLEMENTATION OF A CLOUD BASED FINANCIAL  
SOFTWARE

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

- 1) The Mayor is hereby authorized to execute the License and Services Agreement between the City of Belvidere and Tyler Technologies, a copy of which is attached hereto and incorporated herein.

Approved:

---

Mayor

Attest:

---

City Clerk

Ayes:

Nays:

Absent:

Date Approved:

J:\Draft Ordinances\Tyler TEch Authorization Cloud Solutions.doc



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Belvidere, Illinois.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to

supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. **License Fees.** You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Escrow.** We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

#### **SECTION C – PROFESSIONAL SERVICES**

1. **Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. **Additional Services.** The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you



cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. Hosting Services. We will host the Tyler Software in accordance with the terms and conditions set forth in the Hosting Services Exhibit, attached hereto as Exhibit D, and the Service Level Agreement, attached hereto as Schedule 1 to Exhibit D. You retain all ownership and intellectual property rights to the Data

#### **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition,



you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

## SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

#### **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

#### **SECTION G – TERMINATION**

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
  - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
  - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.

- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including

reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy  
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement  
Schedule 1: Support Call Process
- Exhibit D Hosting Services  
Schedule 1: Service Level Agreement

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Belvidere

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of Belvidere  
401 Whitney Blvd.; Suite 200  
Belvidere, IL 61008  
Attention: Becky Tobin





**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Tyler Richardson  
 Quote Expiration: 8/2/2020  
 Quote Name: City of Belvidere - LGD - Hosted  
 Quote Number: 2020-102034  
 Quote Description: Hosted

Sales Quotation For  
 City of Belvidere  
 401 Whitney Blvd Ste 200  
 Belvidere, IL 61008  
 Phone: +1 (815) 544-2612

| Tyler Software and Related Services - Annual      |                      | One Time Fees         |                 |                 |
|---|----------------------|-----------------------|-----------------|-----------------|
| Description                                       | Impl. Hours          | Impl. Cost            | Data Conversion | Annual Fee      |
| <b>Tyler Hosted Applications</b>                  |                      |                       |                 |                 |
| Hosting User Fee                                  | 0                    | \$0                   | \$0             | \$10,500        |
|   | <i>Sub-Total:</i>    | <i>\$0</i>            | <i>\$0</i>      | <i>\$10,500</i> |
|   | <b>TOTAL:</b>        | <b>\$0</b>            | <b>\$0</b>      | <b>\$10,500</b> |
| <b>Summary</b>                                    |                      |                       |                 |                 |
|   | <b>One Time Fees</b> | <b>Recurring Fees</b> |                 |                 |
| Total Tyler Annual                                | \$0                  | \$10,500              |                 |                 |
| Total Tyler Services                              | \$0                  | \$0                   |                 |                 |
| Total Third Party Hardware, Software and Services | \$0                  | \$0                   |                 |                 |
| <b>Summary Total</b>                              | <b>\$0</b>           | <b>\$10,500</b>       |                 |                 |
| <b>Contract Total</b>                             | <b>\$10,500</b>      |                       |                 |                 |

- Incode modules:  
 Accounts Payable  
 Check reconciliation  
 Cash Collections  
 General Ledger  
 Payroll  
 Service Orders Utility Billing

- Hosting User Fee includes 10 users. Hosting includes Basic Network Services and Disaster Recovery Services.





## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

### 1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

### 2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler

Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first-year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

|              |   |
|--------------|---|
| Bank:        | Wells Fargo Bank, N.A.<br>420 Montgomery<br>San Francisco, CA 94104 |
| ABA:         | 121000248   |
| Account:     | 4124302472  |
| Beneficiary: | Tyler Technologies, Inc. – Operating                                |



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

###### Departure Day

|                          |                  |
|--------------------------|------------------|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon  | Dinner           |

###### Return Day

|                                       |                             |
|---------------------------------------|-----------------------------|
| Return before 12:00 noon              | Breakfast                   |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch         |
| Return after 7:00 p.m.*               | Breakfast, lunch and dinner |

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

|           |     |
|-----------|-----|
| Breakfast | 15% |
| Lunch     | 25% |
| Dinner    | 60% |

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





## Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
  7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



**Exhibit C**  
**Schedule 1**  
**Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

**Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

|                  |                        |
|------------------|------------------------|
| New Year’s Day   | Thanksgiving Day       |
| Memorial Day     | Day after Thanksgiving |
| Independence Day | Christmas Day          |
| Labor Day        |                        |



Issue Handling

*Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

*Incident Priority*

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

| Priority Level | Characteristics of Support Incident   | Resolution Targets  |
|----------------|---|---|
| 1<br>Critical  | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.   |
| 2<br>High      | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.  | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.                                     |
| 3<br>Medium    | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.  | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. |

| Priority Level    | Characteristics of Support Incident   | Resolution Targets  |
|-------------------|---|---|
| 4<br>Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

*Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

*Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



## Exhibit D Hosting Services

*Tyler Hosting Services (also referred to as SaaS Services) for the Tyler Software will be provided subject to the following terms and conditions.*

### SECTION A – DEFINITIONS

- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the investment Summary.
- **“Hosting Fees”** means the fees for the SaaS Services identified in the Investment Summary. Hosting Fees may also be referred to as SaaS Fees.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services may also be referred to as Hosting Services. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the Service Level Agreement. A copy of our current SLA is attached hereto as Schedule 1.

### SECTION B – SAAS SERVICES APPLICABLE TO TYLER SOFTWARE

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Exhibit C of the Agreement. The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(1). We will make any such software available to you for download.
2. Hosting Fees. You agree to pay us the annual Hosting Fees. Those amounts are payable as set forth in Section D below and in accordance with our Invoicing and Payment Policy. The Hosting Fees are



based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section I(1) of the Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement.

3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. SaaS Services.

5.1. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

5.2. You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

5.3. Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we

declare, said declaration will not be unreasonably withheld.

- 5.4. In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 5.5. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 5.6. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 5.7. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 5.8. We provide secure Data transmission paths between each of your workstations and our servers.
- 5.9. Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 5.10. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C – SAAS TERM AND TERMINATION of SAAS SERVICES**

1. **Term.** The term for Tyler SaaS Services will commence on the Effective Date and will remain in effect for one (1) year. Thereafter, the term will renew automatically for additional one (1) year



terms at our then-current Hosting Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Your right to access or use the SaaS Services will terminate at the end of the term for SaaS Services.

2. Failure to Pay Hosting Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of the Hosting Fees. If you fail to timely pay the Hosting Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate. In the event of termination or nonrenewal of this Agreement, Tyler shall, upon Client request, provide to Client a copy of the Client SQL database then residing in Tyler's hosted environment.

#### **SECTION D – PAYMENT OF HOSTING FEES**

1. Hosting Fees. Hosting Fees are invoiced annually in advance, beginning on the Effective Date. Subsequent annual Hosting Fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.



**Exhibit D**  
**Schedule 1**  
**Service Level Agreement**

**I. Agreement Overview**

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

**III. Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

**a. Your Responsibilities**

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

**b. Our Responsibilities**

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error

Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

| Targeted Attainment | Actual Attainment | Client Relief   |
|---------------------|-------------------|---|
| 100%                | 98-99%            | Remedial action will be taken.  |
| 100%                | 95-97%            | 4% credit of fee for affected calendar quarter will be posted to next billing cycle |
| 100%                | <95%              | 5% credit of fee for affected calendar quarter will be posted to next billing cycle |

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

**V. Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.