

CITY OF BATAVIA
100 N. Island Avenue, Batavia, IL 60510
(630) 454-2000 <http://cityofbatavia.net>

Committee of the Whole Agenda
Tuesday, August 9, 2016
7:30 PM Council Chambers 1st Floor

1. Roll Call
2. Approve Minutes For July 12, And July 26, 2016

Documents:

[COW 16-07-12M.PDF](#)
[COW 16-07-26M.DOC.PDF](#)

3. Items Removed/Added/Changed
4. Matters From The Public (For Items NOT On Agenda)
5. Consent Agenda:

(The consent agenda is made up of items recommended by city staff that require recommendation to the full City Council by the COW. This agenda is placed as a separate item on the COW agenda. The items on the consent agenda are usually minor items, already budgeted, standard non-policy activities or outgrowths of earlier meetings and are voted on as a "package" in the interest of saving time on non-controversial issues. However, any council member may, by simple request, have an item removed and placed on the "regular" agenda.)

- a. June Financials

Documents:

[JUNE 2016 CITY COUNCIL REPORT.PDF](#)

6. Resolution 16-70-R: Amending Intergovernmental Agreement With North Aurora-Hart Road (SCB 7-29-16) CD

Documents:

[RES 16-70-R ORD 16-49 ORD 16-50 HART RD--IGA.PDF](#)

7. Ordinance 16-49: Annexation Of Unoccupied Territory Along The Hart Road Boundary Line (SCB 7-29-16) CD

Documents:

[RES 16-70-R ORD 16-49 ORD 16-50 HART RD--IGA.PDF](#)

8. Ordinance 16-50: Excluding Of Unoccupied Territory Along The Hart Road Boundary Line (SCB 7-29-16) CD

Documents:

[RES 16-70-R ORD 16-49 ORD 16-50 HART RD--IGA.PDF](#)

9. Ordinance 16-48: Authorizing Execution Of A Purchase And Sale Agreement With JOL Joint Living Trust For The Purchase Of Property, 121 E. Wilson Street (Chris Aiston 8/3/16)
GS

Documents:

[ORD 16-48 PURCHASE OF REAL PROP.PDF](#)

10. Discussion: Schedule For Committee Of The Whole Meetings GS
11. Project Status
12. Other
13. Executive Session: Purchase And Sale Of Electric Power
14. Adjournment

MINUTES
July 12, 2016
Committee of the Whole
City of Batavia

Please **NOTE:** These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. They are intended to make an official record of the actions taken by the Committee/City Council, and to include some description of discussion points as understood by the minute-taker. They may not reference some of the individual attendee's comments, nor the complete comments if referenced.

Chair Brown called the meeting to order at 7:30pm.

1. Roll Call

Members Present: Chair Brown; Ald. Russotto, Atac, Stark, Chanzit, Wolff, O'Brien, Callahan, Mueller, Botterman, Cerone and McFadden

Members Absent: Ald. Fischer and Hohmann

Also Present: Mayor Schielke; Peggy Colby, Director of Finance; Jeff Albertson, Building Commissioner; Laura Newman, City Administrator appointee; Bill McGrath, City Administrator; Scott Buening, Director of Community Development; Chris Aiston, Economic Development Consultant; Gary Holm, Director of Public Works; Phil Bus, Chair of the Historic Preservation Commission; Doris Sherer, Commissioner of the Historic Preservation Commission; and Jennifer Austin-Smith, Recording Secretary

2. Approve Minutes for June 21, 2016

Motion: To approve the minutes from June 21, 2016

Maker: McFadden

Second: Mueller

Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.

3. Items to be Removed/Added/Changed

There were no items to be removed added or changed.

4. Matters From the Public (For items NOT on the agenda)

There were no matters from the public at this time.

5. Approval: Water Street Studios/BEI Loan Forgiveness Year 7 (PLC 7/6/16) GS

The memo was overviewed prior to the motion.

Motion: To recommend to City Council approval of the Water Street Studios/BEI Loan Forgiveness Year 7

Maker: McFadden

Second: Callahan

Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

6. Approval: Class B-5 Liquor License The Pride of Batavia (BP Amoco) (GJS 6/30/16)

Atac summarized the memo for the Committee. There were no questions.

Motion: To recommend approval to City Council of the Class B-5 Liquor License The Pride of Batavia (BP Amoco)

Maker: McFadden

Second: Stark

Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

7. Ordinance 16-40: Amending Title 8 of the Batavia Municipal Code Regarding Electric Rates and Metering (PLC 7/6/16) PU

O'Brien overviewed the memo. Colby discussed the solar rate. Currently the Code is silent on the rate that we would pay the customer for the energy that they push back onto our grid. We have been paying them the retail rate since we do not have a rate in place to pay them. It does not make sense to pay the retail rate for energy they are pushing back to us to be resold at the wholesale rate. The solar rate that we are recommending is the wholesale rate. Colby clarified that they want to keep the rate equal to what the City would receive if we were selling it. There are about five or six accounts right now and only one customer that is generating two thousand kilowatt hours back to the grid. Once this is passed, the customers would be notified. Colby stated that there is an option in the Code that allows for solar customers to not be on our grid.

Motion: To recommend to City Council approval of Ordinance 16-40: Amending Title 8 of the Batavia Municipal Code Regarding Electric Rates and Metering

Maker: Wolff

Second: Chanzit

Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

8. Resolution 16-60-R: Authorizing Agreement with Thorne Electric Inc. for 1801 Suncast Lane Electric Service Installation for an amount not-to-exceed \$190,279.00 (Mustafa Kahvedzic 7-1-16) PU

Holm stated that there were four contractors at the preconstruction meeting but the City received only one bid. Thorne Electric has worked for the City in the past and the staff is very comfortable working with them. Staff recommends approval of the resolution.

Motion: To recommend to City Council approval of Resolution 16-60-R: Authorizing Agreement with Thorne Electric Inc. for 1801 Suncast Lane Electric Service Installation for an amount not-to-exceed \$190,279.00

Maker: McFadden

Second: Callahan
Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

9. Presentation: Proposed Washington-Wilson Tax Increment Financing District, TIF Eligibility Findings (Chris Aiston 7/6/16)

Aiston announced that the City is looking at a new project in the downtown district on the old First Baptist Church site. He stated that we would need 23 years of a TIF term to pay the debt back. Aiston presented on the proposed TIF District utilizing a PowerPoint Presentation that included the following information:

- Proposed Washington-Wilson Redevelopment Project Area
- 13 Factors in Determining Feasibility in Creating a TIF District
- “Conservation Area” TIF Definition and Factors in determining Feasibility for TIF Designation (“But for” action taken by a municipality; Defined and Factors)
- Properties Represented by Structures 35+ Years of Age
- Distribution of Structures and Surface Improvements Displaying Deterioration
- Distribution of Properties below Minimum Code Standards
- Deterioration of Buildings and Structures (photos shown of 111 East Wilson and 113 East Wilson, 121 East Wilson, Parking Deck, 133 East Wilson, 206 East Wilson)
- Deterioration of Public rights of way (Washington Ave, State Street and Wilson Street pictures shown)
- Summary Report of Findings
- Decline in Equalized Assessed Value
 - District Wide EAVs declined in three of the last five years
- Alternative Next Step Options

Aiston asked if there were any questions. Atac asked about the properties to the north. McGrath stated that we don't feel those properties are appropriate to be part of the project. They could be incorporated with a Larsen-Becker project in the future. Botterman asked about the patchwork of TIF districts. Aiston stated that the most successful economic development tool in the State of Illinois is the TIF. We need to take advantage of the legislation and use TIF to stimulate private investment. McGrath stated that a TIF lasts for 23 years. We do not want to put a property under TIF until there is a project there to give the project as much “life” as we can. Aiston stated that we are putting properties that are not on the tax rolls onto the tax rolls. Stark overviewed the memo regarding budget impact, staffing impact, timeline for actions and staff's recommendation. Staff recommends the COW take the attached Eligibility Report and Findings under consideration and recommend to the City Council its acceptance, and formally notifying all affected taxing bodies of same.

Motion: Staff recommends the COW take the attached Eligibility Report and Findings under consideration and recommend to the City Council its acceptance, and formally notifying all affected taxing bodies of same.

Maker: Brown
Second: Wolff

Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.

10. Discussion: Draft Redevelopment Agreement, City of Batavia and 1 N. Washington, LLC

Aiston presented utilizing a PowerPoint presentation on the redevelopment agreement. The developer is Shodeen Incorporated and David Patzelt from SDI is in attendance tonight to answer any questions. The presentation included the following:

- Proposed Redevelopment Project, One North Washington Place
- Redevelopment Area Aerial Image
- Project Components
 - By Use
 - By Floor
- Proposed Mixed-Use, Multi-Story Building Program Summary
- Proposed Mixed-Use, Multi-Story Building Site Plan
- Project Site Plan (Shown over existing building footprints)
- Apartment Plan – Floors 1-3
- Apartment Plan – 4th Floor
- Lower Level Garage Plan
- Building Massing
 - Looking east, west and aerial
- Draft Redevelopment Agreement
 - Developer's Obligations
 - City Obligations
 - Key Financial Considerations

Stark asked if there were any questions. Brown asked how long the SSA term would be. Aiston answered that it would be good through the TIF or however long the debt is paid off, whichever is first. Atac asked about the value of public improvements on this project. Aiston answered that it should be somewhere near ten million dollars for this project. She asked about the fair market value and the construction costs. She said that she is not sure how comfortable she is with the numbers. Aiston stated that the Township Assessment Office would assess the values going forward. He stated that we do not know what the market would be at the completion of this project in 2018. Botterman asked why is it required for the taxpayers to pay for the cost of the properties and then transfer the properties for only ten dollars. Aiston answered that we are subsidizing that. The developer informed him that he could make this work if could provide the land and the parking. We are providing the land for free to enable the project. Our consultant was sent the numbers and informed us that the project was very thin in terms of the market expectations and rate of return and that is with no value against the land. The consultant used conservative numbers on the values as well.

Botterman asked about the budget. Patzelt stated that they have a budget for the entire thirteen million dollars that they could share with the Committee. We are at \$20,000 per parking space for the parking garage. That number is a good number and we have worked with parking consultants and designers. TIF expenses have to be verifiable expenses that we have paid and

verified through certified payrolls and receipts to contractors. State statute allows for only certain items to be TIF approved expenses. If the parking garage is built at a lower expense he cannot charge the City \$20,000 a space. It has to be verifiable expenses to meet state statutes. If the spaces come in at \$30,000 then we have an issue. We then need to make a decision if the developer pays for the difference or do we pull the plug or change the project. Everything is open book, otherwise it would break the state statute on accounting and he will not do that. The City is fixed at thirteen million, if it is less you get the advantage of the thirteen million. If it is more then he, as the developer, would have to go back to the drawing board. Patzelt continued that within the redevelopment agreement there is a section that has the budget and you will see the line item for what each of those expenses are and how it totals to the thirteen million dollars. When the assessor is trying to value the residential unit, downtown Batavia does not have high rental rates and that brings the value of the residential unit down. When the value is down it could cost more to build the unit than what we could get as a rate of return and that is what is happening in our pro forma and if it was not “but/for” the TIF or “but/for” your contribution to the project, the project developer would not make that investment into the community. Even with the TIF, this is a difficult project and the market is very tight.

O’Brien stated that the City is going to pay thirteen million dollars with the bond money plus give the developer property. We will get the garage back. McGrath stated that the developer is putting thirty million dollars into this project. Wolff asked about the school system. Aiston stated that they are entitled to and will be reimbursed for up to 26 children. After that then they will exceed the 40% and not receive the per capita cost. We do not expect this ever to get to that level of increment. Callahan asked about the parking. Aiston stated that there are currently 126 spaces between the deck, surface lots and the on street parking in the redevelopment area. The project, as it is drawn now, shows 304 parking spaces. They will all be public spaces. There is one condition that the City would issue up to 200 overnight parking passes. Anyone living in the downtown community is entitled to apply for one of those permits.

Callahan asked how do we make sure that we are not adding loss for parking. McGrath stated that this project provides housing for a demographic that we do not have quality homes for. That is the 25-45 year olds with no or very young children prior to purchasing homes and those in our community who want to downsize and want to move into the downtown closer to the river. This is a demographic that can live in smaller spaces and walk more. They spend more money eating out and have more disposable income. McGrath stated that there is a need to get more data but he believes that the demographics will show that far less cars would come out of these living units. Callahan asked how many parking spaces would be ADA accessible. Patzelt stated that they would exceed the ADA requirement. Patzelt noted that his other developments have been 1.0 parking spaces per unit and not based on the bedroom count. Patzelt stated that peak parking is at night when people are at home sleeping in the unit. Patzelt stated that there is a shared parking ratio to consider as well. For example, a resident parks there and lives there and he parks his car and goes to his apartment and afterwards walks across the street and goes to a restaurant. In theory, his one car has now parked for the apartment and as a patron at the restaurant.

Chair Brown welcomed the chair of the Historic Preservation Commission (HPC), Phil Bus, to address the Committee. Bus reported on the COA for demolition process. He stated that the HPC decided that they needed subsequent meetings to view this material. There was a general

consensus that the 1930 and 1959 portions of the church were not significant. The sanctuary of the church built in 1889 has significant structural problems that would make it difficult to save so our focus has been on the bell tower. We also discussed the differential settling of foundations, so if you have one new parking garage foundation next to the limestone foundation you don't want those settling at a different rate. There are techniques for taking some of the bell tower veneer and numbering and marking it in such a way that it could be put back up as a veneer to that prominent corner of the building to help preserve some of the historic look of that corner. The HPC would have to move to a second meeting and then take our action at the second meeting.

Stark asked how long has this property been for sale. McGrath stated that the sign has been on the property for five years. The poor condition of the building was discussed. Botterman asked about the demolition of the church. Aiston stated that the estimated cost is around \$300,000.

Atac asked why these units are not being built as condo units. Patzelt stated that they call them residential units and the current state of the market is that we would not be able to finance a condo development. You need a minimum of 50% deposit on the units and it is difficult to get people to give a deposit. We do know that the market swings and they do believe that the condo market will be back. We build each of the units to a condo standard.

Mayor Schielke shared that there is great interest for housing such as this project. Stark stated that aging in place is something to consider. This development speaks to multigenerational living, which is a nice feature of Batavia.

11. Closed Session: Setting the Price of Land for Sale (SB)

Motion: To enter into closed session for setting the price of land for sale
Maker: O'Brien
Second: Cerone
Voice Vote: 12 Ayes, 0 Nays, 2 Absent
Motion carried.

The COW went into Closed Session at 9:31pm. The Closed Session was completed at 9:39pm.

12. Project Status

McGrath stated that staff went through the Baptist Church today looking at what could be salvaged. We need to find out what our liability might be to let people into the building to take out things rather than taking them out ourselves.

McGrath announced NIMPA Bonds could be called or refinanced. We may be able to save a million a year in electrical costs due to the favorable interest rates.

McGrath stated that Laura Newman, the next City Administrator will be taking a basic course on electricity and electric utilities at the University of Wisconsin sometime this Fall.

13. Other

Botterman asked if there was any new information from the lawyers for Prairie State. McGrath stated that a meeting would be scheduled.

Botterman asked about clearing the canopy of the former Marathon Station. Buening stated that once the TIF eligibility is finalized staff would precede working on this property. There have been inquiries on this property to reuse it as a gas station or as a restaurant. Buening stated that the property owner has been notified by the State Fire Marshal to remove the tanks by the end of the month.

14. Adjournment

There being no other business to discuss, Brown asked for a motion to adjourn the meeting at 9:47pm; Made by O'Brien; Seconded by Callahan. Motion carried.

Minutes respectfully submitted by Jennifer Austin-Smith

MINUTES
July 26, 2016
Committee of the Whole
City of Batavia

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Chair Brown called the meeting to order at 7:30pm.

1. Roll Call

Members Present: Chair Brown; Ald. Russotto, Stark, Fischer, O'Brien, Hohmann, Mueller, Botterman, Cerone and McFadden

Members Absent: Ald. Atac, Wolff, Chanzit, Callahan

Also Present: Laura Newman, City Administrator; Gary Holm, Director of Public Works; Wendy Bednarek, Human Resources Director; Jeff Albertson, Building Commissioner; Scott Buening, Director of Community Development; John Dillon, Water/Sewer Superintendent; and Jennifer Austin-Smith, Recording Secretary

2. Items to be Removed/Added/Changed

There were no items to be removed, added or changed.

3. Matters From the Public (For items NOT on the agenda)

There were no matters from the public at this time.

4. Consent Agenda

(The Consent Agenda is made up of items recommended by city staff that requires recommendation to the full City Council by the COW. This agenda is placed as a separate item on the COW agenda. The items on the Consent Agenda are usually minor items, already budgeted, standard non-policy activities or outgrowths of earlier meetings and are voted on as a "package" in the interest of saving time on non-controversial issues. However, any council member may, by simple request, have an item removed and placed on the "regular" agenda.)

- a) Resolution 16-62-R: Accepting a Plat of Easement and Abrogation for Batavia Business Park – Lots 87/88 (DMR 7/11/16) CD
- b) Ordinance 16-42: Annexing Rear Parcels of 1321-1361 Chautauqua Street
- c) Ordinance 16-45: Annexing Rear Parcel of 958 Millview Drive (SCB 7/19/16) CD
- d) Ordinance 16-44: Surplus Police Vehicles (GJS 7/15/16) CS
- e) Resolution 16-67-R: Approving Contract with SAK Construction LLC for Tri-City Sanitary Sewer Lining Program in an amount not-to-exceed \$19,683.40 (John Dillon 7/19/16) PU
- f) Resolution 16-68-R Bank Agency Resolution (LP 7/20/16) GS

Motion: To recommend to City Council approval of the Consent Agenda as presented
Maker: O'Brien
Second: Hohmann
Voice Vote: 10 Ayes, 0 Nays, 4 Absent
Motion carried.

5. PRESENTATION: Mike Young, RJN Group – Results of 2015 East Side Flow Monitoring and Modeling Project

Mike Young, RJN Group, presented a PowerPoint presentation titled “Cherry Parks Summary of Findings and Recommendations” and discussed the following:

- June 15, 2015 Rain Event
- Step 1 – Quantify Project and Identify Options
- Conclusions
- Recommendations
- Step 2 – Identify Specific Flow Sources
- Step 3 – Rehabilitation/Capacity Improvements

The Committee discussed raising the pump two slope, flow rates, pipe diameters, smoke test for identifying locations for repair, and the importance of improving the quality of life to residents through infrastructure improvements. Holm noted that the Surface Area Drainage Study is almost complete and will be brought to Committee once it becomes available. Dillon stated that the full report would be distributed shortly. Fischer asked if changing the diameter of pipes would eradicate the issues. Young stated that it is important to do flow reduction with it because by itself it would not relieve all of the problems. Fischer asked how much it would cost to change the pipes from ten inches to twelve inches. Young answered the less than 1,000 feet project would be roughly \$300,000.

6. Resolution 16-66-R: Authorizing Task Order #21 with RJN Group for Sanitary Sewer Infiltration and Inflow Work for an amount not-to-exceed \$58,450.00 (John Dillon 7/19/16) PU

Motion: To recommend to City Council approval of Resolution 16-66-R: Authorizing Task Order #21 with RJN Group for Sanitary Sewer Infiltration and Inflow Work for an amount not-to-exceed \$58,450.00
Maker: McFadden
Second: Fischer
Voice Vote: 10 Ayes, 0 Nays, 4 Absent
Motion carried.

7. Resolution 16-65-R: Approving Contract with National Power Rodding Corp. for Cleaning and Televising of Main Street Sanitary Sewer in an amount not-to-exceed \$39,519.90 (John Dillon 7/19/16) PU

Dillon stated that the sanitary sewer would have to be replaced or rehabilitated once Main Street is worked on. Dillon stated that this is best to get done now so that we could get ahead of things.

The contractor believes that they could get out there now and have this completed prior to school starting. Dillon stated that staff is requesting that you waive formal bidding at the Council level.

Holm announced that this is Dillon's last Committee of the Whole meeting. He shared that Dillon's work saved the City at least 15% with the Tri-City Sanitary Sewer Lining Program. The Committee thanked Dillon for his service.

Motion: To recommend to City Council approval of Resolution 16-65-R: Approving Contract with National Power Rodding Corp. for Cleaning and Televising of Main Street Sanitary Sewer in an amount not-to-exceed \$39,519.90

Maker: Stark

Second: Russotto

Voice Vote: 10 Ayes, 0 Nays, 4 Absent
Motion carried.

8. Appointment of FOIA Officer (LMN 7/21/16)

Newman stated that she has served as the FOIA Officer when she was on the Fire and Police Commission. She has a familiarity with the responsibilities and discussed this with the former City Administrator. Brown stated that there would be a resolution for this at the next City Council Meeting on August 1st.

9. Continued Discussion: Implementing Contractor Registration (SCB 6/3/16) CS

Buening stated that this has been postponed for thirty days per the Committee's request. Buening stated that this registration has no effect on how one chooses a contractor. However, the contractors would have to be registered through the City. Buening stated that they get several calls from contractors wondering why the City does not have this registration program.

Holly Deitchman, President and CEO of Batavia Chamber of Commerce, addressed the Committee. She asked what the Chamber could do to assist in this process. She distributed to the Committee the current Chamber of Commerce business directory that they published in November 2015. The business directory is published annually. The business directory lists all the members of the Chamber at time of publication. She directed the Committee to view pages 28-29 where it lists the members by category. By being listed in the Chamber they fill out an application and write a check. There is no guarantee that they are going to be great but they are investing in the community at a higher level than being a registered contractor. She stated the Chamber receives a lot of calls from those who are seeking a contractor or those seeking to find someone to repair bad work done by someone else. She would like to propose having a stack of these directories in the Community Development office for distribution to those seeking contractors. People registered with the Chamber shows a level of investment in our community. If you do move forward with contractor registration she asked the City to keep the Chamber as part of this process. We already have all of their contact information. She wanted to make sure that the Chamber is considered as part of this conversation. She stated the City could utilize the Chamber as a customer service outlet. They are happy when people come to them and the Chamber could incorporate contractor requests into our day-to-day operations to alleviate the toll on City staff.

Brown stated that he has not seen a compelling argument that contractor registration would prevent a problem from happening. It does not make a contractor a better or worse contractor just by filling out paperwork. He asked for a reason why we should do this. Buening stated that it provides help for the average homemaker who does not do much work to their home on a regular basis. A list was provided to the Committee of situations in which a registration would have been some help. Staff could revoke the license as a threat that would hopefully bring someone back to repair work that was faulty.

Stark stated that she feels that this is an overreach from the City. It is always buyer beware. You have to know whom you are hiring. She does not want to take this on as part of City government. She noted that incorporating this into a Chamber process is a slippery slope. Fischer asked about any positives from Cerone and Mueller. Cerone stated that the contractor he spoke with has no problem doing it and it keeps out the riff raff out. Mueller stated that it is the same answer and you have to make sure that you are bonded and insured. O'Brien stated that he does not see how the City could tell a good from a bad contractor. Buening stated that we don't but we could revoke their contractor's license and that gives us recourse if things go wrong.

Yvonne Dinwiddie, 1156 Pine Street, agreed with Stark. This is a huge governmental overreach. She stated that if the City cannot get a good contract for our electricity than why should we have a contractor registration. She has talked to a number of people in town. There are a lot of places where your inspectors did a lousy job of inspecting and where do the homeowners go when the City is at fault.

Carl Dinwiddie, 1156 Pine Street, stating adding another layer would add more work than reduce work. He thinks that our residents are smart enough to find a contractor. People should always ask their contractors are you bonded, do you have insurance, and do you have references. He has worked in public safety for thirty-three years. In resolving problems there are Priorities 1, 2 and 3. The first is education, the second engineering and third enforcement. If staff is concerned, write some articles on how to find a contractor and what residents should ask for. He does not want to add more bureaucracy.

Motion: To table this discussion indefinitely

Maker: Hohmann

Second: Fischer

Roll Call Vote: **Aye:** Brown, Russotto, Stark, Fischer, O'Brien, Hohmann, Mueller, Botterman

Nay: Cerone, McFadden

8-2 Vote, 4 Absent, Motion carried.

10. Project Status

Buening reported on the Plan Commission (PC) and the Historic Preservation Commission (HPC) meeting. The PC discussed the conceptual view of the project itself and the project was well received overall. They would like more detail on the architecture, how it would be framed, parking, and the building bulk. The HPC had two meetings to talk about the demolition COA. The developer presented conceptual drawings how they could replicate the bell tower on the corner of the building. It would be taller than what the existing tower is and would not be a brick

to brick replication. They would like to use the existing brick and limestone to rebuild that tower. The costs have not been worked out and cost is a potential concern. Another concern is if the older brick would be able to be reused. The HPC will be voting on the demolition COA on August 8th.

Fischer asked about the Marathon. Buening stated they have a letter from the State Fire Marshall to remove the tanks by July 31st. No work has been done. A second letter was sent by the City with a deadline in August to take the canopy and the pumps down. No formal proposals have been made on the property.

Yvonne Dinwiddie, 1156 Pine Street, asked what would happen if the state does decide to do the Route 25 project. Buening stated that it is very doubtful that the state would pay millions and millions of dollars to pay for the proposed building to do the expansion they cancelled many years ago.

Newman reported on brush pick up dates 8/8 (east side), 8/15 (west side), 9/12 (east side), and 9/19 (west side). All items should be on the curbside no later than 7am for pick up.

Newman announced that the Batavia Park District is having a neighborhood meeting regarding a proposed dog park. There has been concern about that being located so closely to homes and the bike path. Newman will discuss this further with the park district and suggest a location further south on route 25 near the skateboard park.

Newman and Colby will be meeting regarding the schedule for budget development.

An email survey for dates for strategic planning has been sent out. We would be a couple of months out when we have a Saturday when all could attend. In the future we would pick a specific date so that we get on a regular schedule. Department Heads will be a part of that process.

Newman will have other meetings with the Park District and one is about the depot pond. The State had done a report back in 2007 that shows the Batavia dam would be one of the most expensive dams to repair. We should plan for the fact that at some point this dam is going to go down and we need to look at preserving our depot pond.

11. Other

Newman is working to schedule a meeting with the Park District regarding the Flag Day memorial. Austin Dempsey and Steve Vasilion would also attend the meeting.

Newman's GIS system training was completed.

Newman reported that there have been a lot of meetings this week regarding One North Washington Place.

Holm and Newman will be traveling to NY next week regarding NIMPA bond ratings.

Brown stated that the City Council Chambers windows are in terrible condition and our stairway is out of compliance and we need to move forward. O'Brien stated that we need to put ourselves into compliance and this is a safety issue. Our property belongs to the residents not us. Brown noted that some building projects have been completed, such as the security system and the computer room upgrade. Newman stated that she wants to move very quickly to provide the Committee with a plan on future building improvements. Brown stated that there was a plan submitted to the Council to redefine the entrance. Brown stated that he would like to have the conversation on that plan once again. Newman stated that she would look for that plan for recirculation.

Brown asked for an update on the Dunkin Donuts Shell Gas Station. Buening stated that two different permits were submitted, one for the site improvements and one for the interior build out. We are still working with them on the engineering. We are getting close to the site development permit for the exterior and anticipate the interior permit would be completed shortly after that.

Cerone asked if there was a proper procedure for when the vote starts. Brown stated that in the Committee we have always started with the chair but Robert's Rules of Order has it start with whomever makes the motion. The consensus of the Committee was to follow Robert's Rules of Order and have whoever makes to motion vote first and then go clockwise from the maker of the motion for the subsequent votes.

12. Executive Session: Land Acquisition

Motion: To enter into closed session for the purpose of land acquisition
Maker: O'Brien
Second: Fischer
Voice Vote: 10 Ayes, 0 Nays, 4 Absent
Motion carried.

The COW went into Closed Session at 9:00pm. The Closed Session was completed at 9:10pm.

13. Adjournment

There being no other business to discuss, Brown asked for a motion to adjourn the meeting at 9:10pm; Made by O'Brien; Seconded by Hohmann. Motion carried.

Minutes respectfully submitted by Jennifer Austin-Smith

City of Batavia

June 30, 2016

Financial Report

SUNGARD PENTAMATION
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CITY OF BATAVIA
 PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 1
 STATM11

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/16

FUND - 10 - GENERAL FUND

ACCOUNT	TITLE	DEBITS	CREDITS
1020	CASH	2,402,865.84	
1021	CASH - ILLINOIS FUNDS	6,584,059.66	
1022	DEPOSITS IN TRANSIT	2,297.19	
1023	E-PAY CASH	19,363.86	
1029	COM DEVL PETTY CASH	150.00	
1030	PETTY CASH	300.00	
1031	RECORDS PETTY CASH	100.00	
1040	GOV FUND CUSTODY	125,565.59	
1042	CITIBANK PMA LIQUID	27,312.12	
1046	R-CASH HAZ WASTE FUNDS	121,828.73	
1120	INVESTMENTS	6,378,400.00	
TOTAL	CASH AND INVESTMENTS	15,662,242.99	.00
1121	MARKET ADJ		968.10
TOTAL	NON-CASH CURRENT ASSETS	.00	968.10
1122	NET PREMIUM-DISCOUNT		1,390.75
TOTAL	CASH AND INVESTMENTS	.00	1,390.75
1201	CURRENT PROPERTY TAX	6,248,072.00	
1202	MISC RECEIVABLE	29,076.59	
1203	UNAPPLIED CREDIT	81.75	
1204	ALLOW UNCOLLECT PROP TAX		62,480.72
1207	INTEREST RECEIVABLE	17,392.20	
1210	COURT FINES RECEIVABLE	8,979.45	
1214	CURRENT SSA TAX	6,571.11	
1215	SALES TAX RECEIVABLE	1,407,183.72	
1218	INCOME TAX PAST DUE	339,623.16	
1220	INCOME TAX RECEIVABLE	257,115.27	
1221	LOCAL USE TAX RECEIVABLE	222,541.42	
1222	SIMPLIFIED TAX RECEIVABLE	220,777.77	
1223	GASOLINE TAX RECEIVABLE	15,206.33	
1224	GAS USE TAX RECEIVABLE	71,708.79	
1225	HOME RULE TAX REC	1,008,636.46	
1233	MULTIMEDIA CABLE REC	117,599.34	
1235	UNBILLED UTILITIES REC	148,989.94	
TOTAL	NON-CASH CURRENT ASSETS	10,119,555.30	62,480.72
1270	GAS- CAPITAL SURCHARGE		7,459.39
1275	GASOLINE-INVENTORY	30,567.69	
1280	VEOLIA INVENTORY	881.27	
1282	POSTAGE ON HAND	4,746.00	
TOTAL	INVENTORY	36,194.96	7,459.39
1311	DUE FROM TIF FD #11	1,375,000.00	
1342	DUE FR DP BRIDGE #42	15,091.60	
TOTAL	DUE FROM'S	1,390,091.60	.00
1504	UTIL TAX BILLED-CUSTOMER	107,949.20	

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FUND - 10 - GENERAL FUND

ACCOUNT	TITLE	DEBITS	CREDITS
1505	UTIL TAX - MARKET CUST	14,933.75	
1520	LEAF & BRUSH RECEIVABLE	55,002.79	
1730	ALLOWANCE FOR BAD DEBT		6,952.62
	TOTAL NON-CASH CURRENT ASSETS	177,885.74	6,952.62
	TOTAL ASSETS	27,385,970.59	79,251.58
1911	BATAVIA ENV COMMISSION		1,317.60
1912	MISC ESCROW/HOLDING		58,380.00
1925	LIQUOR&TOBACCO VIOLATIONS		4,750.00
1955	AS-BUILT ESCROW		7,404.53
1962	ENG DEVELOPER ESCROW		2,000.00
1973	NONREFUNDABLE TREE PYMNTS		32,039.20
1974	TREE DEPOSITS-DEVELOPERS		8,383.00
1976	LOT GRADING DEPOSITS		27,500.00
1977	SIDEWALK DEPOSITS		8,700.90
1978	ROW DEPOSITS		55.00
1979	DRIVEWAY DEPOSITS		4,376.70
1980	PSN PAYABLE CC FEES		3,961.76
	TOTAL DEPOSITS/ESCROWS	.00	158,868.69
2002	ED CREDIT PAYABLE		123,298.54
2010	ACCOUNTS PAYABLE		1,557.95
2012	WAGES PAYABLE		823,770.31
2014	OTHER PAYABLE		24,247.89
2086	VAUGHAN		560.00
	TOTAL CURRENT LIABILITIES	.00	973,434.69
	TOTAL LIABILITIES	.00	1,132,303.38
3010	DEFERRED REVENUE		6,192,162.39
	TOTAL DEFERRED EXPENSE/REVENUE	.00	6,192,162.39
3024	ASSIGNED FUND BALANCE		672,325.00
3025	FUND BALANCE/NET ASSETS		17,692,746.69
	TOTAL FUND BALANCE	.00	18,365,071.69
	TOTAL CONTROL ACCOUNTS	38,339,026.95	39,956,208.50
	TOTAL EQUITIES	38,339,026.95	64,513,442.58
	TOTAL GENERAL FUND	65,724,997.54	65,724,997.54

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 PRINT BALANCE SHEETS BY FUND

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SELECTION CRITERIA: ALL
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FUND - 11 - T.I.F. DISTRICT

ACCOUNT	TITLE	DEBITS	CREDITS
1020	CASH	455,249.45	
	TOTAL CASH AND INVESTMENTS	455,249.45	.00
1201	CURRENT PROPERTY TAX	813,778.70	
1202	MISC RECEIVABLE	4,076.79	
1212	LOAN RECEIVABLE	67,671.30	
1213	FORGIVABLE LOAN REC	34,000.00	
	TOTAL NON-CASH CURRENT ASSETS	919,526.79	.00
	TOTAL ASSETS	1,374,776.24	.00
2011	ACCOUNTS PAYABLE-MANUAL		56,638.69
2036	RETAINAGE PAYABLE		100,121.71
	TOTAL CURRENT LIABILITIES	.00	156,760.40
2410	DUE TO GENERAL FUND #10		1,375,000.00
	TOTAL DUE TO'S	.00	1,375,000.00
	TOTAL LIABILITIES	.00	1,531,760.40
3010	DEFERRED REVENUE		813,778.70
	TOTAL DEFERRED EXPENSE/REVENUE	.00	813,778.70
3025	FUND BALANCE/NET ASSETS	1,129,139.29	
	TOTAL FUND BALANCE	1,129,139.29	.00
	TOTAL CONTROL ACCOUNTS	1,068,806.74	1,227,183.17
	TOTAL EQUITIES	2,197,946.03	2,040,961.87
	TOTAL T.I.F. DISTRICT	3,572,722.27	3,572,722.27

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FUND - 12 - TIF DISTRICT #3

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1020	CASH	153,586.86	
TOTAL CASH AND INVESTMENTS		153,586.86	.00
1201	CURRENT PROPERTY TAX	311,947.70	
1202	MISC RECEIVABLE	1,151.23	
1212	LOAN RECEIVABLE	47,090.73	
TOTAL NON-CASH CURRENT ASSETS		360,189.66	.00
TOTAL ASSETS		513,776.52	.00
3010	DEFERRED REVENUE		311,947.70
TOTAL DEFERRED EXPENSE/REVENUE		.00	311,947.70
3025	FUND BALANCE/NET ASSETS		58,039.98
TOTAL FUND BALANCE		.00	58,039.98
TOTAL CONTROL ACCOUNTS		323,814.00	467,602.84
TOTAL EQUITIES		323,814.00	837,590.52
TOTAL TIF DISTRICT #3		837,590.52	837,590.52

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FUND - 15 - CITY'S HEALTH BENEFIT

ACCOUNT	TITLE	DEBITS	CREDITS
1020	CASH	26,163.48	
1040	GOV FUND CUSTODY	5,790.88	
1042	CITIBANK PMA LIQUID	6,737.58	
1120	INVESTMENTS	715,000.00	
TOTAL	CASH AND INVESTMENTS	753,691.94	.00
1121	MARKET ADJ		3,149.05
TOTAL	NON-CASH CURRENT ASSETS	.00	3,149.05
1122	NET PREMIUM-DISCOUNT	4,392.45	
TOTAL	CASH AND INVESTMENTS	4,392.45	.00
1207	INTEREST RECEIVABLE	3,127.65	
TOTAL	NON-CASH CURRENT ASSETS	3,127.65	.00
TOTAL	ASSETS	761,212.04	3,149.05
1970	ACCRUED CLAIMS		562,871.06
TOTAL	DEPOSITS/ESCROWS	.00	562,871.06
TOTAL	LIABILITIES	.00	562,871.06
3025	FUND BALANCE/NET ASSETS		1,216,714.96
TOTAL	FUND BALANCE	.00	1,216,714.96
TOTAL	CONTROL ACCOUNTS	7,788,596.09	6,767,073.06
TOTAL	EQUITIES	7,788,596.09	7,983,788.02
TOTAL	CITY'S HEALTH BENEFIT	8,549,808.13	8,549,808.13

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FUND - 18 - STREET IMPRV/MFT

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1020	CASH	1,682,486.20	
	TOTAL CASH AND INVESTMENTS	1,682,486.20	.00
1232	MFT RECEIVABLE	58,780.77	
	TOTAL NON-CASH CURRENT ASSETS	58,780.77	.00
	TOTAL ASSETS	1,741,266.97	.00
3025	FUND BALANCE/NET ASSETS		1,400,799.54
	TOTAL FUND BALANCE	.00	1,400,799.54
	TOTAL CONTROL ACCOUNTS	645,000.00	985,467.43
	TOTAL EQUITIES	645,000.00	2,386,266.97
	TOTAL STREET IMPRV/MFT	2,386,266.97	2,386,266.97

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FUND - 20 - WORKMEN'S COMP BENEFITS

ACCOUNT	TITLE	DEBITS	CREDITS
1020	CASH	344,362.96	
1021	CASH - ILLINOIS FUNDS	1,029,595.33	
1040	GOV FUND CUSTODY	4,000.00	
1120	INVESTMENTS	750,000.00	
	TOTAL CASH AND INVESTMENTS	2,127,958.29	.00
1121	MARKET ADJ		2,290.00
1207	INTEREST RECEIVABLE	2,533.68	
	TOTAL NON-CASH CURRENT ASSETS	2,533.68	2,290.00
	TOTAL ASSETS	2,130,491.97	2,290.00
1970	ACCRUED CLAIMS		277,554.99
1992	CLAIMS RESERVE		537,757.84
	TOTAL DEPOSITS/ESCROWS	.00	815,312.83
	TOTAL LIABILITIES	.00	815,312.83
3025	FUND BALANCE/NET ASSETS		1,442,647.43
	TOTAL FUND BALANCE	.00	1,442,647.43
	TOTAL CONTROL ACCOUNTS	1,037,432.32	907,674.03
	TOTAL EQUITIES	1,037,432.32	2,350,321.46
	TOTAL WORKMEN'S COMP BENEFITS	3,167,924.29	3,167,924.29

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FUND - 21 - ELECTRIC UTILITY

ACCOUNT	TITLE	DEBITS	CREDITS
1020	CASH	3,612,691.24	
1022	DEPOSITS IN TRANSIT	36,049.97	
1023	E-PAY CASH	3,007.85	
1035	UB-CASH DRAWER	350.00	
1040	GOV FUND CUSTODY	147,148.61	
1042	CITIBANK PMA LIQUID	518,794.61	
1120	INVESTMENTS	17,310,600.00	
	TOTAL CASH AND INVESTMENTS	21,628,642.28	.00
1121	MARKET ADJ		36,730.52
	TOTAL NON-CASH CURRENT ASSETS	.00	36,730.52
1122	NET PREMIUM-DISCOUNT	16,796.28	
	TOTAL CASH AND INVESTMENTS	16,796.28	.00
1140	PREPAID EXPENSE	1,124,088.91	
1155	DEPOSITS PJM	90,000.00	
1202	MISC RECEIVABLE	82,292.08	
1207	INTEREST RECEIVABLE	40,008.49	
1235	UNBILLED UTILITIES REC	3,552,292.38	
1250	INVENTORY	2,170,926.21	
1253	TRANSFORMERS	508,082.32	
1254	ELECTRIC METERS	16,139.71	
1525	STATE UTILITY TAX	65,605.07	
1526	STATE TAX - MARKET CUST	11,018.56	
1540	ELECTRIC ACCTS RECEIVABLE	2,385,994.02	
1545	ELECTRIC MARKET BASE A/R	373,343.89	
1730	ALLOWANCE FOR BAD DEBT		69,270.90
1735	ALLOWANCE OBSOLETE INV		13,277.75
	TOTAL NON-CASH CURRENT ASSETS	10,419,791.64	82,548.65
1801	CONSTRUCTION IN PROCESS	489,822.00	
1802	LAND	121,034.23	
1803	LEASHOLD EXCHANGE	8,014,166.61	
1804	STRUCTURES & IMPROVE	321,381.36	
1808	PLANT & IMPROVEMENTS	69,546,163.72	
1820	VEHICLES & EQUIPMENT	1,796,588.92	
1830	ACCUMULATED DEP V&E&LH		2,479,151.78
1831	ACCUMULATED DEP PLANT		27,305,138.14
	TOTAL NON-CURRENT ASSESTS	80,289,156.84	29,784,289.92
	TOTAL ASSETS	112,354,387.04	29,903,569.09
2010	ACCOUNTS PAYABLE		3,253,833.78
2012	WAGES PAYABLE		127,427.36
2013	COMP ABSENCES PAYABLE		184,570.84
2014	OTHER PAYABLE		432.04
2019	STATE EXCISE TAX PAYABLE		222,078.77
2115	UTILITY CUSTOMER DEPOSITS		85,996.75

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FUND - 21 - ELECTRIC UTILITY

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
TOTAL CURRENT LIABILITIES		.00	3,874,339.54
2122	IMRF NET PENSION LIAB		1,535,728.00
2128	UNAMORTIZED PREMIUM		274,912.60
2129	UNAMORT LOSS ON REF	1,359,804.63	
2131	G O BONDS PAYABLE		22,570,000.00
TOTAL LONG-TERM LIABILITIES		1,359,804.63	24,380,640.60
TOTAL LIABILITIES		1,359,804.63	28,254,980.14
3010	DEFERRED REVENUE		25,000.00
TOTAL DEFERRED EXPENSE/REVENUE		.00	25,000.00
3015	CONTRIBUTED CAPITAL		285,423.90
3025	FUND BALANCE/NET ASSETS		53,731,769.79
TOTAL FUND BALANCE		.00	54,017,193.69
TOTAL CONTROL ACCOUNTS		77,008,621.86	78,522,070.61
TOTAL EQUITIES		77,008,621.86	132,564,264.30
TOTAL ELECTRIC UTILITY		190,722,813.53	190,722,813.53

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FUND - 30 - WATER UTILITY

ACCOUNT	TITLE	DEBITS	CREDITS
1020	CASH	1,168,940.97	
1021	CASH - ILLINOIS FUNDS	150,204.55	
1022	DEPOSITS IN TRANSIT	7,026.56	
1023	E-PAY CASH	300.00	
1040	GOV FUND CUSTODY	9,630.10	
1042	CITIBANK PMA LIQUID	4,410.03	
1120	INVESTMENTS	1,945,800.00	
	TOTAL CASH AND INVESTMENTS	3,286,312.21	.00
1121	MARKET ADJ		9,506.25
	TOTAL NON-CASH CURRENT ASSETS	.00	9,506.25
1122	NET PREMIUM-DISCOUNT	8,036.70	
	TOTAL CASH AND INVESTMENTS	8,036.70	.00
1202	MISC RECEIVABLE	14,102.76	
1207	INTEREST RECEIVABLE	13,824.98	
1235	UNBILLED UTILITIES REC	295,242.38	
1625	WATER ACCTS RECEIVABLE	250,775.84	
1730	ALLOWANCE FOR BAD DEBT		11,173.45
	TOTAL NON-CASH CURRENT ASSETS	573,945.96	11,173.45
1801	CONSTRUCTION IN PROCESS	32,720.68	
1802	LAND	907,733.28	
1808	PLANT & IMPROVEMENTS	9,856,525.39	
1810	WELLS & EQUIPMENT	3,634,936.67	
1812	WATER MAINS	20,600,084.33	
1814	WATER STORAGE TOWERS	3,363,585.30	
1818	HYDRANTS & METERS	432,285.36	
1820	VEHICLES & EQUIPMENT	234,383.46	
1830	ACCUMULATED DEP V&E&LH		138,412.85
1831	ACCUMULATED DEP PLANT		13,720,974.01
	TOTAL NON-CURRENT ASSETS	39,062,254.47	13,859,386.86
	TOTAL ASSETS	42,930,549.34	13,880,066.56
1931	B-BOX DEPOSITS-WATER		2,625.00
1933	WATER METER DEPOSIT		2,025.00
	TOTAL DEPOSITS/ESCROWS	.00	4,650.00
2012	WAGES PAYABLE		57,372.41
2013	COMP ABSENCES PAYABLE		199,896.07
2036	RETAINAGE PAYABLE		20,240.54
2115	UTILITY CUSTOMER DEPOSITS		12,465.00
	TOTAL CURRENT LIABILITIES	.00	289,974.02
2122	IMRF NET PENSION LIAB		673,458.00
2127	ACCRUED INTEREST PAYABLE		13,124.58
2128	UNAMORTIZED PREMIUM		144,642.67

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FUND - 30 - WATER UTILITY

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
2131	G O BONDS PAYABLE		3,155,000.00
2145	IEPA LOAN L17-2420		1,684,082.50
2146	IEPA LOAN L17-2546		261,882.21
2147	IEPA LOAN L17-2262		1,828,183.23
2148	IEPA LOAN L17-2304		947,366.35
	TOTAL LONG-TERM LIABILITIES	.00	8,707,739.54
	TOTAL LIABILITIES	.00	9,002,363.56
3015	CONTRIBUTED CAPITAL		7,830,831.98
3025	FUND BALANCE/NET ASSETS		12,032,850.51
	TOTAL FUND BALANCE	.00	19,863,682.49
	TOTAL CONTROL ACCOUNTS	7,047,814.73	7,232,251.46
	TOTAL EQUITIES	7,047,814.73	27,095,933.95
	TOTAL WATER UTILITY	49,978,364.07	49,978,364.07

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FUND - 31 - SEWER UTILITY

ACCOUNT	TITLE	DEBITS	CREDITS
1020	CASH	1,904,623.07	
1021	CASH - ILLINOIS FUNDS	225,394.29	
1022	DEPOSITS IN TRANSIT	8,539.73	
1120	INVESTMENTS	500,000.00	
	TOTAL CASH AND INVESTMENTS	2,638,557.09	.00
1202	MISC RECEIVABLE	120.72	
1207	INTEREST RECEIVABLE	2,036.81	
1235	UNBILLED UTILITIES REC	389,440.07	
1725	SEWER ACCTS RECEIVABLE	311,923.01	
1730	ALLOWANCE FOR BAD DEBT		12,073.62
	TOTAL NON-CASH CURRENT ASSETS	703,520.61	12,073.62
1801	CONSTRUCTION IN PROCESS	908,167.03	
1802	LAND	89,066.12	
1809	SEWER LS & EQUIP	4,561,529.13	
1820	VEHICLES & EQUIPMENT	250,899.50	
1824	SEWAGE PLANT	23,482,019.61	
1826	SEWER MAINS	17,015,135.37	
1830	ACCUMULATED DEP V&E&LH		155,221.06
1831	ACCUMULATED DEP PLANT		21,131,891.84
	TOTAL NON-CURRENT ASSETS	46,306,816.76	21,287,112.90
	TOTAL ASSETS	49,648,894.46	21,299,186.52
2012	WAGES PAYABLE		50,988.43
2013	COMP ABSENCES PAYABLE		84,153.87
2115	UTILITY CUSTOMER DEPOSITS		12,248.76
	TOTAL CURRENT LIABILITIES	.00	147,391.06
2122	IMRF NET PENSION LIAB		546,230.00
2127	ACCRUED INTEREST PAYABLE		11,766.66
2128	UNAMORTIZED PREMIUM		95,828.75
2131	G O BONDS PAYABLE		3,530,000.00
2149	RECOVERY ZONE BONDS		510,762.72
	TOTAL LONG-TERM LIABILITIES	.00	4,694,588.13
	TOTAL LIABILITIES	.00	4,841,979.19
3015	CONTRIBUTED CAPITAL		14,069,329.64
3025	FUND BALANCE/NET ASSETS		9,084,527.52
	TOTAL FUND BALANCE	.00	23,153,857.16
	TOTAL CONTROL ACCOUNTS	9,170,569.87	9,524,441.46
	TOTAL EQUITIES	9,170,569.87	32,678,298.62
	TOTAL SEWER UTILITY	58,819,464.33	58,819,464.33

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FUND - 33 - FLOOD/BLDG PROJECTS FUND

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1020	CASH	396,401.43	
TOTAL CASH AND INVESTMENTS		396,401.43	.00
TOTAL ASSETS		396,401.43	.00
3025	FUND BALANCE/NET ASSETS		415,739.01
TOTAL FUND BALANCE		.00	415,739.01
TOTAL CONTROL ACCOUNTS		870,521.41	851,183.83
TOTAL EQUITIES		870,521.41	1,266,922.84
TOTAL FLOOD/BLDG PROJECTS FUND		1,266,922.84	1,266,922.84

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FUND - 41 - FIRE STATION DEBT SERVICE

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1020	CASH	621,625.90	
1025	CASH WITH FISCAL AGENT	601,725.00	
TOTAL CASH AND INVESTMENTS		1,223,350.90	.00
TOTAL ASSETS		1,223,350.90	.00
2131	G O BONDS PAYABLE		500,000.00
2135	BOND INTEREST PAYABLE		101,725.00
TOTAL LONG-TERM LIABILITIES		.00	601,725.00
TOTAL LIABILITIES		.00	601,725.00
3025	FUND BALANCE/NET ASSETS		4,900.90
TOTAL FUND BALANCE		.00	4,900.90
TOTAL CONTROL ACCOUNTS		800,175.00	1,416,900.00
TOTAL EQUITIES		800,175.00	1,421,800.90
TOTAL FIRE STATION DEBT SERVICE		2,023,525.90	2,023,525.90

SUNGARD PENTAMATION
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CITY OF BATAVIA
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 15
STATMN11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 6/16

FUND - 42 - DEERPATH BRIDGE REHAB

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1020	CASH	9,549.34	
TOTAL CASH AND INVESTMENTS		9,549.34	.00
TOTAL ASSETS		9,549.34	.00
2410	DUE TO GENERAL FUND #10		15,091.60
TOTAL DUE TO'S		.00	15,091.60
TOTAL LIABILITIES		.00	15,091.60
TOTAL CONTROL ACCOUNTS		563,062.26	557,520.00
TOTAL EQUITIES		563,062.26	557,520.00
TOTAL DEERPATH BRIDGE REHAB		572,611.60	572,611.60

SUNGARD PENTAMATION
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CITY OF BATAVIA
 PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 16
 STATMN11

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/16

FUND - 43 - STREET IMP. NON-MFT

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1020	CASH	454,577.11	
1043	R-CASH TRAFFIC SIGNALS	265,597.70	
1044	R-CASH DEVELOPER FEES	62,500.00	
	TOTAL CASH AND INVESTMENTS	782,674.81	.00
1209	GRANT RECEIVABLE	93,788.93	
	TOTAL NON-CASH CURRENT ASSETS	93,788.93	.00
	TOTAL ASSETS	876,463.74	.00
2036	RETAINAGE PAYABLE		5,440.94
	TOTAL CURRENT LIABILITIES	.00	5,440.94
	TOTAL LIABILITIES	.00	5,440.94
3025	FUND BALANCE/NET ASSETS		1,008,657.65
	TOTAL FUND BALANCE	.00	1,008,657.65
	TOTAL CONTROL ACCOUNTS	3,754,339.55	3,616,704.70
	TOTAL EQUITIES	3,754,339.55	4,625,362.35
	TOTAL STREET IMP. NON-MFT	4,630,803.29	4,630,803.29

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CITY OF BATAVIA
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 17
STATMN11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 6/16

FUND - 45 - SAFE ROUTES TO SCHOOL

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1020	CASH		12,559.13
TOTAL CASH AND INVESTMENTS		.00	12,559.13
1209	GRANT RECEIVABLE	9,654.63	
TOTAL NON-CASH CURRENT ASSETS		9,654.63	.00
TOTAL ASSETS		9,654.63	12,559.13
TOTAL CONTROL ACCOUNTS		92,772.50	89,868.00
TOTAL EQUITIES		92,772.50	89,868.00
TOTAL SAFE ROUTES TO SCHOOL		102,427.13	102,427.13

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CITY OF BATAVIA
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 18
STATMN11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 6/16

FUND - 48 - CITY HALL CAPITAL IMPROVE

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1020	CASH	724,736.90	
1120	INVESTMENTS	250,000.00	
TOTAL	CASH AND INVESTMENTS	974,736.90	.00
1202	MISC RECEIVABLE	250.00	
1207	INTEREST RECEIVABLE	833.68	
1212	LOAN RECEIVABLE	9,500.00	
TOTAL	NON-CASH CURRENT ASSETS	10,583.68	.00
TOTAL	ASSETS	985,320.58	.00
3025	FUND BALANCE/NET ASSETS		1,002,568.49
TOTAL	FUND BALANCE	.00	1,002,568.49
TOTAL	CONTROL ACCOUNTS	671,848.40	654,600.49
TOTAL	EQUITIES	671,848.40	1,657,168.98
TOTAL	CITY HALL CAPITAL IMPROVE	1,657,168.98	1,657,168.98

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CITY OF BATAVIA
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 19
STATMN11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 6/16

FUND - 56 - DONOVAN BRIDGE DS			
ACCOUNT - - - -	TITLE - - - -		
		DEBITS CREDITS	
1020	CASH	64,545.90	
1025	CASH WITH FISCAL AGENT	135,412.50	
TOTAL CASH AND INVESTMENTS		199,958.40	.00
1201	CURRENT PROPERTY TAX	149,904.63	
TOTAL NON-CASH CURRENT ASSETS		149,904.63	.00
TOTAL ASSETS		349,863.03	.00
2131	G O BONDS PAYABLE		120,000.00
2135	BOND INTEREST PAYABLE		15,412.50
TOTAL LONG-TERM LIABILITIES		.00	135,412.50
TOTAL LIABILITIES		.00	135,412.50
3010	DEFERRED REVENUE		149,904.63
TOTAL DEFERRED EXPENSE/REVENUE		.00	149,904.63
3025	FUND BALANCE/NET ASSETS		4,198.89
TOTAL FUND BALANCE		.00	4,198.89
TOTAL CONTROL ACCOUNTS		162,638.50	222,985.51
TOTAL EQUITIES		162,638.50	377,089.03
TOTAL DONOVAN BRIDGE DS		512,501.53	512,501.53

SUNGARD PENTAMATION
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CITY OF BATAVIA
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 20
STATMN11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 6/16

FUND - 61 - TRUST & AGENCY

ACCOUNT	TITLE	DEBITS	CREDITS
1020	CASH	113,791.68	
1023	E-PAY CASH	204.00	
TOTAL	CASH AND INVESTMENTS	113,995.68	.00
TOTAL	ASSETS	113,995.68	.00
1901	BATAVIA PARK DIST FEES		4,231.75
1902	BATAVIA SCHOOL DIST FEES		14,647.47
1903	POLICE DEPT-DRUG FUND		13,827.45
1904	FIRE DEPT DONATIONS		18,268.25
1908	ESDA DONATIONS		2,565.15
1909	KEY BOXES		3,416.43
1913	POLICE SUCICDE/STRESS		1,550.00
1916	BIKE COMMISSION DONAITONS		2,535.61
1917	POLICE DEPT DONATIONS		2,129.43
1918	WINDMILL MAINTENANCE FUND		2,770.57
1922	DUI FINES/PENALTIES		13,063.95
1924	TOBACCO GRANT (POLICE)		1,583.69
1928	POLICE NATIONAL NIGHT OUT		2,000.00
1929	DUI AFTER 6-1-08		30,952.96
1932	POLICE/SEX OFFENDERS REST		47.14
1936	ACCESS COMMITTEE		405.83
TOTAL	DEPOSITS/ESCROWS	.00	113,995.68
TOTAL	LIABILITIES	.00	113,995.68
TOTAL	TRUST & AGENCY	113,995.68	113,995.68

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CITY OF BATAVIA
PRINT BALANCE SHEETS BY FUND

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SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 6/16

FUND - 62 - FIRE 2% FUND

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1020	CASH	62,639.19	
1120	INVESTMENTS	13,025.14	
TOTAL CASH AND INVESTMENTS		75,664.33	.00
TOTAL ASSETS		75,664.33	.00
3025	FUND BALANCE/NET ASSETS		117,802.79
TOTAL FUND BALANCE		.00	117,802.79
TOTAL CONTROL ACCOUNTS		45,361.19	3,222.73
TOTAL EQUITIES		45,361.19	121,025.52
TOTAL FIRE 2% FUND		121,025.52	121,025.52

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CITY OF BATAVIA
PRINT BALANCE SHEETS BY FUND

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STATMN11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 6/16

FUND - 63 - SSA #55

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1020	CASH	4,122.94	
TOTAL CASH AND INVESTMENTS		4,122.94	.00
1214	CURRENT SSA TAX	8,800.06	
TOTAL NON-CASH CURRENT ASSETS		8,800.06	.00
TOTAL ASSETS		12,923.00	.00
3010	DEFERRED REVENUE		8,800.06
TOTAL DEFERRED EXPENSE/REVENUE		.00	8,800.06
TOTAL CONTROL ACCOUNTS		.00	4,122.94
TOTAL EQUITIES		.00	12,923.00
TOTAL SSA #55		12,923.00	12,923.00

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CITY OF BATAVIA
PRINT BALANCE SHEETS BY FUND

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SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 6/16

FUND - 64 - COMM DEVL ASST PROGRAM

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1020	CASH	290,932.71	
TOTAL CASH AND INVESTMENTS		290,932.71	.00
1202	MISC RECEIVABLE	2,189.36	
1212	LOAN RECEIVABLE	2,899.44	
TOTAL NON-CASH CURRENT ASSETS		5,088.80	.00
TOTAL ASSETS		296,021.51	.00
3025	FUND BALANCE/NET ASSETS		295,873.66
TOTAL FUND BALANCE		.00	295,873.66
TOTAL CONTROL ACCOUNTS		.00	147.85
TOTAL EQUITIES		.00	296,021.51
TOTAL COMM DEVL ASST PROGRAM		296,021.51	296,021.51

SUNGARD PENTAMATION
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CITY OF BATAVIA
PRINT BALANCE SHEETS BY FUND

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STATMN11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 6/16

FUND - 71 - PW CAPITAL DEVL

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1020	CASH		3,358.41
1042	CITIBANK PMA LIQUID	2,907.10	
1120	INVESTMENTS	248,100.00	
	TOTAL CASH AND INVESTMENTS	251,007.10	3,358.41
1207	INTEREST RECEIVABLE	560.43	
	TOTAL NON-CASH CURRENT ASSETS	560.43	.00
	TOTAL ASSETS	251,567.53	3,358.41
3025	FUND BALANCE/NET ASSETS		549,214.74
	TOTAL FUND BALANCE	.00	549,214.74
	TOTAL CONTROL ACCOUNTS	790,565.62	489,560.00
	TOTAL EQUITIES	790,565.62	1,038,774.74
	TOTAL PW CAPITAL DEVL	1,042,133.15	1,042,133.15

SUNGARD PENTAMATION
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CITY OF BATAVIA
PRINT BALANCE SHEETS BY FUND

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STATMN11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 6/16

FUND - 72 - FIRE CAPITAL DEVL				
ACCOUNT - - - - -	TITLE - - - - -		DEBITS	CREDITS
1020	CASH		267,064.30	
1040	GOV FUND CUSTODY		350.00	
1042	CITIBANK PMA LIQUID		8,408.42	
1120	INVESTMENTS		441,600.00	
TOTAL CASH AND INVESTMENTS			717,422.72	.00
1121	MARKET ADJ			914.00
1207	INTEREST RECEIVABLE		2,981.76	
TOTAL NON-CASH CURRENT ASSETS			2,981.76	914.00
TOTAL ASSETS			720,404.48	914.00
3025	FUND BALANCE/NET ASSETS			714,576.16
TOTAL FUND BALANCE			.00	714,576.16
TOTAL CONTROL ACCOUNTS			235,000.00	239,914.32
TOTAL EQUITIES			235,000.00	954,490.48
TOTAL FIRE CAPITAL DEVL			955,404.48	955,404.48

SUNGARD PENTAMATION
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CITY OF BATAVIA
PRINT BALANCE SHEETS BY FUND

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STATMN11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 6/16

FUND - 91 - GLTDAG

ACCOUNT	TITLE	DEBITS	CREDITS
2013	COMP ABSENCES PAYABLE		1,003,192.29
	TOTAL CURRENT LIABILITIES	.00	1,003,192.29
2122	IMRF NET PENSION LIAB		3,845,021.00
2123	FIRE NET PENSION LIAB		6,767,813.00
2124	POLICE NET PENSION LIAB		23,566,500.00
2128	UNAMORTIZED PREMIUM		325,015.57
2129	UNAMORT LOSS ON REF	393,060.89	
2131	G O BONDS PAYABLE		7,270,000.00
2133	NET OPEB OBLIGATION		453,305.00
	TOTAL LONG-TERM LIABILITIES	393,060.89	42,227,654.57
	TOTAL LIABILITIES	393,060.89	43,230,846.86
3009	DEFERRED OUTFLOW	3,234,570.00	
3011	DEFERRED INFLOW		1,536,947.00
	TOTAL DEFERRED EXPENSE/REVENUE	3,234,570.00	1,536,947.00
3025	FUND BALANCE/NET ASSETS	41,140,162.97	
	TOTAL FUND BALANCE	41,140,162.97	.00
	TOTAL EQUITIES	44,374,732.97	1,536,947.00
	TOTAL GLTDAG	44,767,793.86	44,767,793.86

SUNGARD PENTAMATION
DATE: 08/03/2016
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CITY OF BATAVIA
PRINT BALANCE SHEETS BY FUND

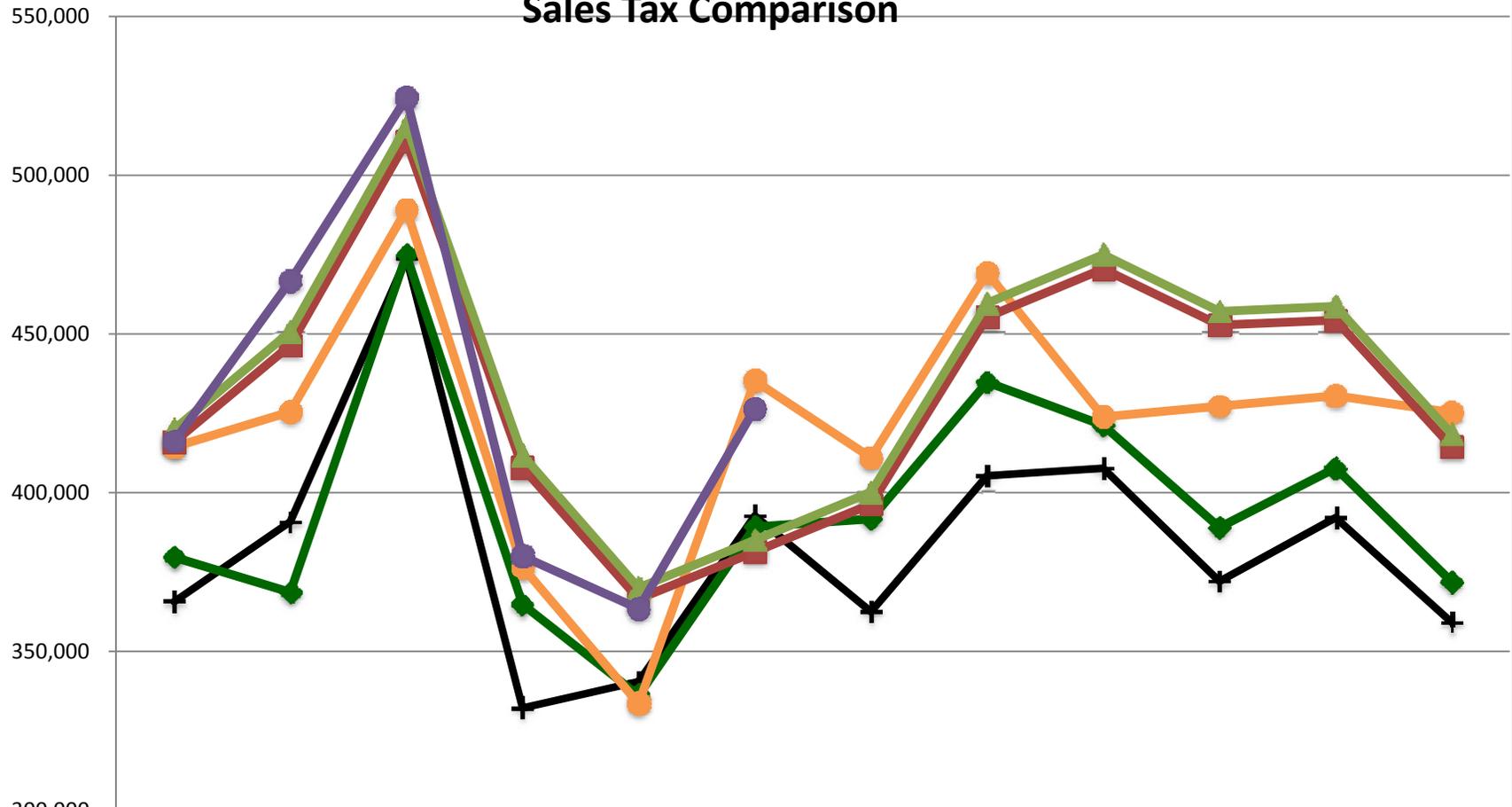
PAGE NUMBER: 27
STATMN11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 6/16

FUND - 92 - GFAAG

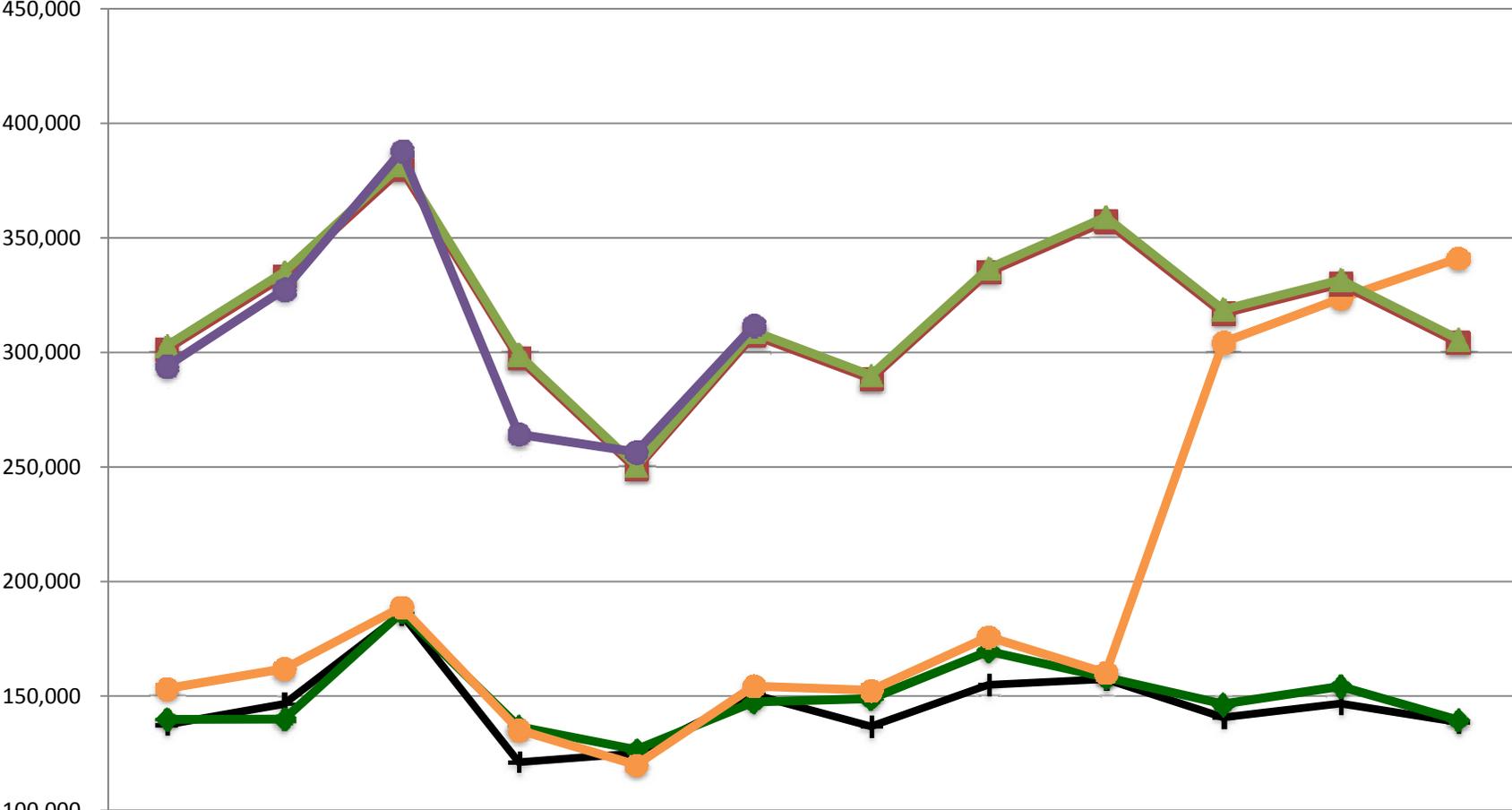
ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
1801	CONSTRUCTION IN PROCESS	3,809,262.00	
1802	LAND	18,527,563.00	
1804	STRUCTURES & IMPROVE	20,674,857.00	
1806	MACHINERY & EQUIPMENT	5,774,139.00	
1807	INFRASTRUCTURE	69,600,905.00	
1834	ACCUM DEP STRUCTURES		5,378,109.00
1836	ACCUM DEP EQUIPMENT		2,850,203.00
1837	ACCUM DEP INFRASTRUCTURE		26,593,408.00
TOTAL NON-CURRENT ASSESTS		118,386,726.00	34,821,720.00
TOTAL ASSETS		118,386,726.00	34,821,720.00
3025	FUND BALANCE/NET ASSETS		83,565,006.00
TOTAL FUND BALANCE		.00	83,565,006.00
TOTAL EQUITIES		.00	83,565,006.00
TOTAL GFAAG		118,386,726.00	118,386,726.00
TOTAL REPORT		560,221,936.12	560,221,936.12

Sales Tax Comparison



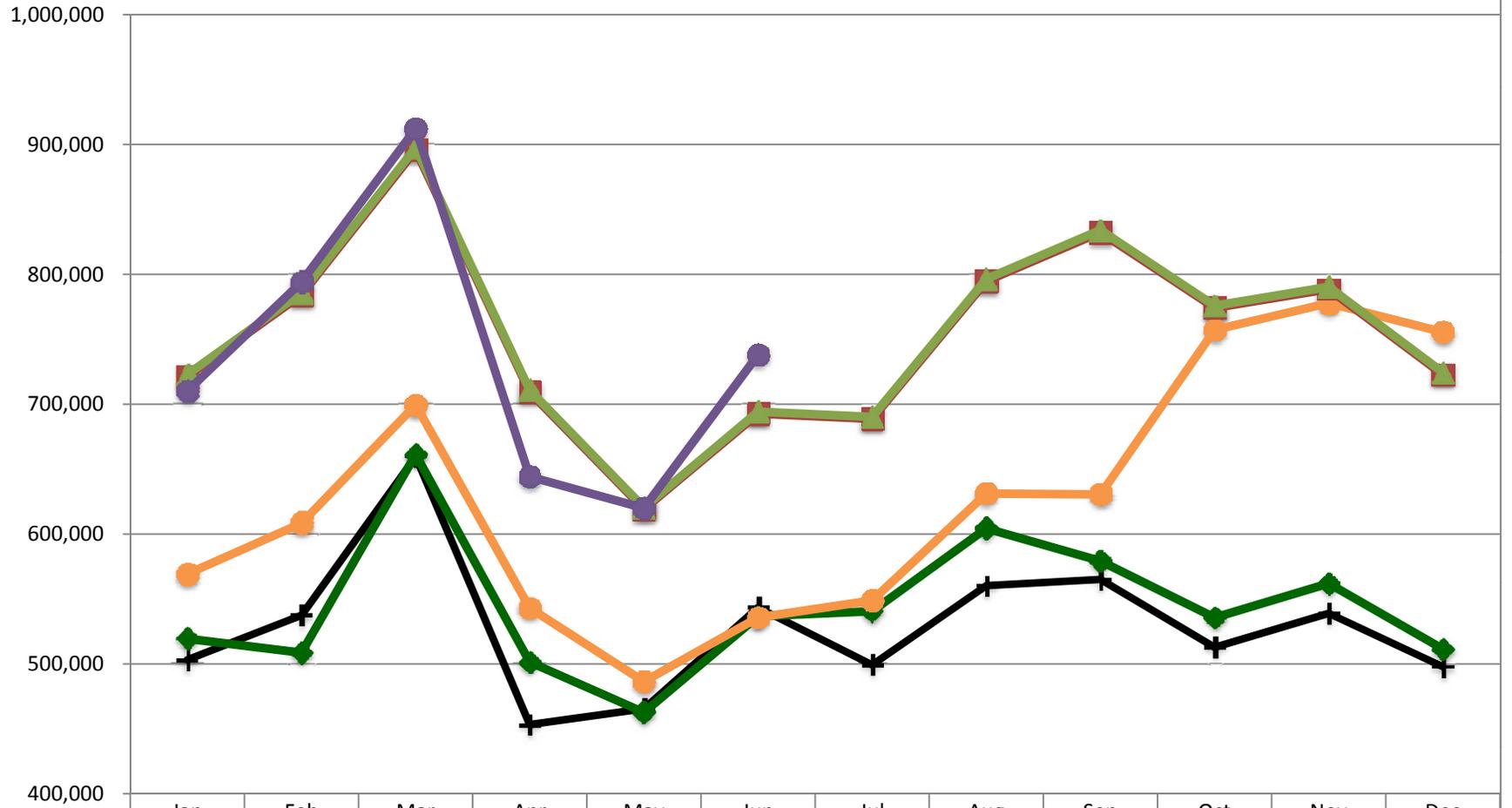
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—+— 2012	365,657	390,828	473,839	332,184	340,473	392,704	362,508	405,313	407,681	372,073	392,131	359,168
—◆— 2013	379,656	368,619	474,828	364,827	336,126	389,243	391,721	434,826	421,215	389,048	407,759	371,927
—○— 2014	414,395	425,488	489,202	376,538	333,558	435,236	411,004	469,308	423,897	427,263	430,536	425,261
—■— 2015	415,988	446,440	510,628	407,900	366,523	381,377	396,362	455,331	470,481	452,771	454,330	414,545
—▲— 2016	419,976	450,720	515,524	411,811	370,036	385,033	400,162	459,696	474,991	457,111	458,685	418,519
—●— 2016 Actual	416,201	466,655	524,385	379,977	363,445	426,485						

Home Rule Sales Tax Comparison



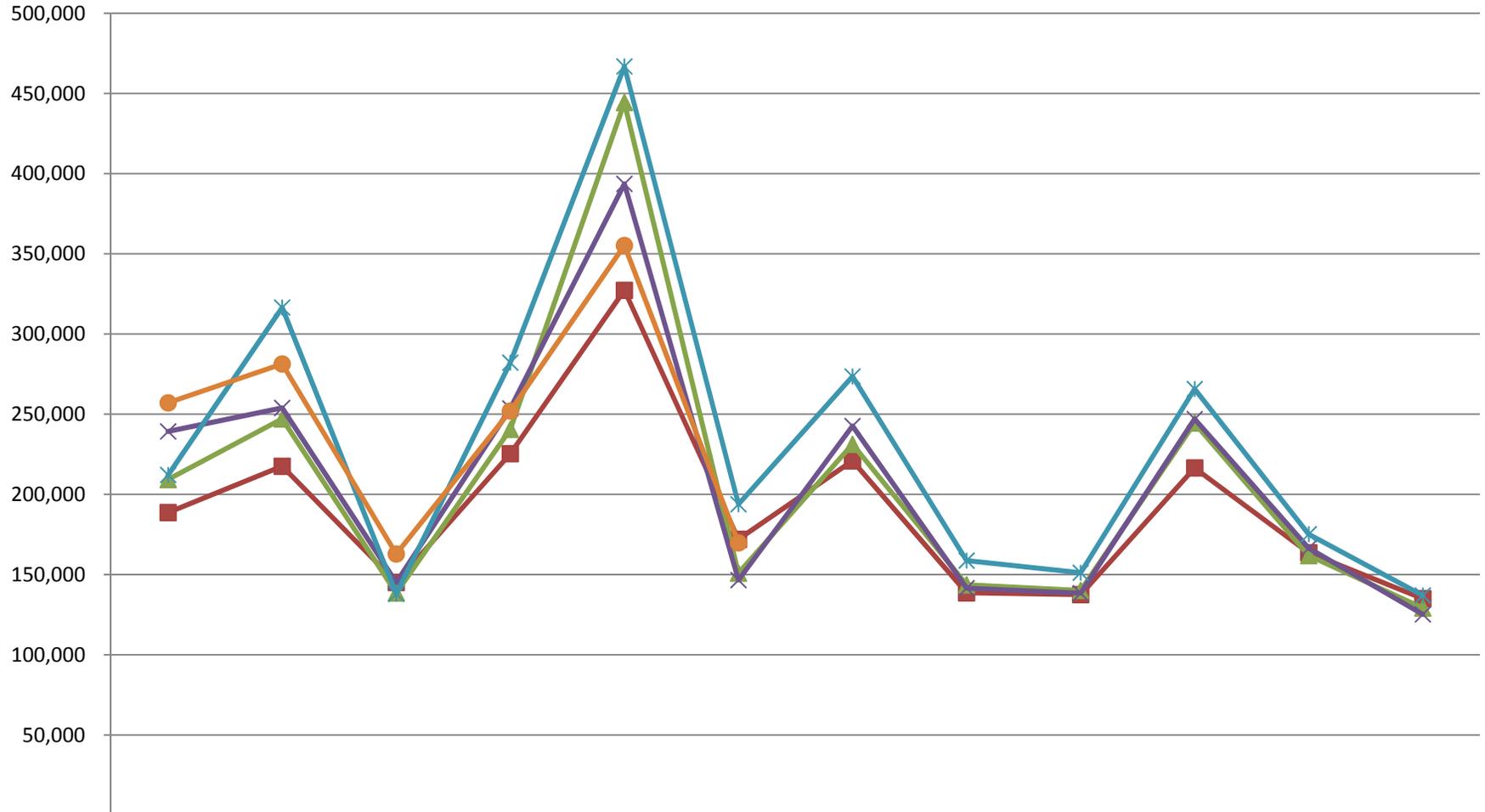
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	137,522	146,556	185,849	121,110	124,984	150,670	136,744	154,911	157,384	140,689	146,758	138,610
2013	139,790	139,956	186,461	136,654	126,593	147,393	148,826	169,495	158,107	146,529	154,197	139,573
2014	153,248	161,918	188,797	135,209	119,925	154,312	152,505	175,874	160,054	304,402	323,528	340,979
2015	301,364	333,372	380,078	297,470	249,211	307,579	288,522	334,950	357,282	317,049	329,917	304,313
2016	302,918	335,091	382,038	299,004	250,496	309,165	290,010	336,678	359,125	318,684	331,618	305,882
2016 Actual	293,918	327,440	387,745	264,211	256,485	311,562						

Total Sales Tax Comparison



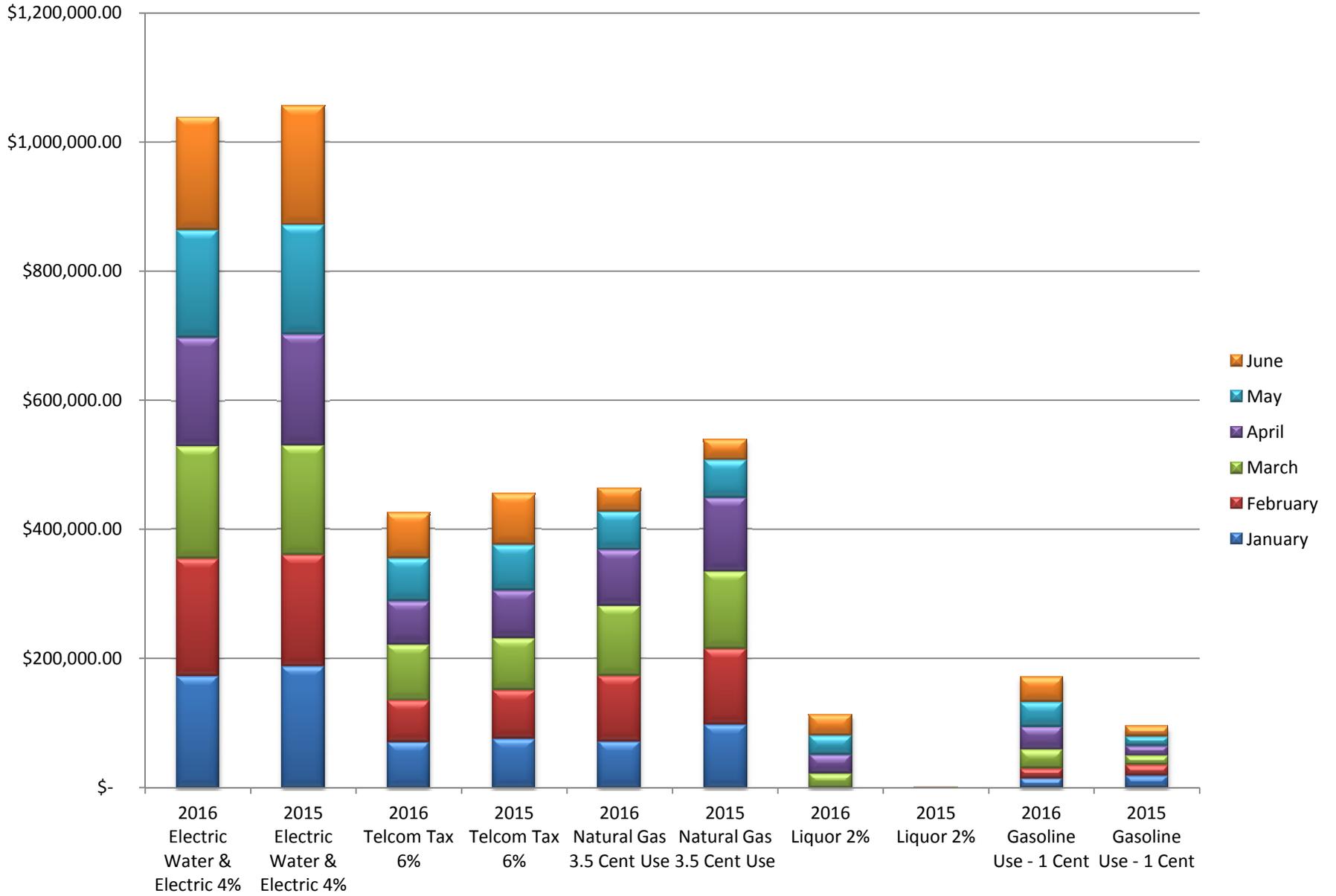
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	503,178	537,384	659,688	453,294	465,457	543,374	499,252	560,225	565,065	512,761	538,889	497,779
2013	519,445	508,575	661,289	501,481	462,719	536,637	540,547	604,321	579,322	535,577	561,957	511,501
2014	569,236	608,358	699,425	543,109	486,448	535,689	548,867	631,205	630,535	757,173	777,858	755,524
2015	721,340	784,092	895,602	709,281	619,247	692,612	688,684	794,646	832,273	774,160	788,602	722,832
2016	722,894	785,811	897,562	710,815	620,532	694,198	690,172	796,374	834,116	775,795	790,303	724,401
2016 Actual	710,118	794,095	912,130	644,189	619,929	738,047						

History of Income Tax Receipts by Month



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
■ 2012	188,719	217,583	145,163	225,391	327,262	172,059	220,949	138,648	137,527	216,547	163,625	135,033
▲ 2013	209,316	247,088	138,551	240,584	444,384	150,976	231,228	143,662	140,153	244,520	161,894	129,221
✕ 2014	239,297	253,955	145,048	253,648	393,655	146,625	242,669	141,563	138,433	247,006	166,530	125,220
✱ 2015	212,164	316,550	138,094	282,198	466,872	193,884	273,559	158,751	151,202	265,743	175,220	137,034
● 2016	257,115	281,364	162,891	252,044	355,252	169,812						

Utility Taxes and Fees



SUNGARD PENTAMATION
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CITY OF BATAVIA
 REVENUE COMPARISON REPORT

PAGE NUMBER: 1
 REVCOMPI

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/16

SORTED BY: FUND, ORGANIZATION, 1ST SUBTOTAL, ACCOUNT
 TOTALED ON: FUND, ORGANIZATION, 1ST SUBTOTAL
 PAGE BREAKS ON: FUND, ORGANIZATION

FUND-10 GENERAL FUND
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4000 TAXES & FEES

ACCOUNT	TITLE	CURRENT YEAR				PRIOR YEAR			
		BUDGET	REVENUE	BALANCE	%	BUDGET	REVENUE	BALANCE	%
4010	PROPERTY TAXES	3,600,068.00	1,790,624.70	1,809,443.30	49.74	4,001,143.00	2,012,360.76	1,988,782.24	50.29
4011	PENSION PROP TAXES	2,613,704.00	1,300,018.29	1,313,685.71	49.74	2,211,376.00	1,111,851.84	1,099,524.16	50.28
4015	SSA PROPERTY TAXES	6,000.00	3,308.15	2,691.85	55.14	6,000.00	3,265.24	2,734.76	54.42
4110	RETAIL SALES TAX	5,222,265.00	2,577,147.51	2,645,117.49	49.35	5,039,367.00	2,528,855.79	2,510,511.21	50.18
4111	HOMERULE SALES TAX	3,820,709.00	1,841,342.12	1,979,366.88	48.19	3,707,624.00	1,869,080.84	1,838,543.16	50.41
4115	SIMPLIFIED TELCOM	844,372.00	424,438.23	419,933.77	50.27	.00	.00	.00	.00
4120	ELEC FF & WATER TA	2,199,113.00	1,038,913.99	1,160,199.01	47.24	3,957,317.00	2,138,634.52	1,818,682.48	54.04
4121	LIQUOR TAX	300,000.00	110,603.11	189,396.89	36.87	.00	.00	.00	.00
4122	GASOLINE TAX	380,074.00	168,911.01	211,162.99	44.44	.00	.00	.00	.00
4123	NATURAL GAS TAX	661,478.00	463,067.00	198,411.00	70.00	.00	.00	.00	.00
4135	STATE USE TAX	515,000.00	363,821.10	151,178.90	70.64	463,601.00	277,832.36	185,768.64	59.93
4210	PERS. PROP. REPL. TAX	203,000.00	84,701.42	118,298.58	41.72	194,897.00	131,155.33	63,741.67	67.29
4220	INCOME TAX	2,525,000.00	1,648,289.38	876,710.62	65.28	2,505,214.00	1,609,762.33	895,451.67	64.26
4240	ROAD & BRIDGE TAX	34,300.00	17,064.68	17,235.32	49.75	34,500.00	17,339.81	17,160.19	50.26
4245	WASTE TRANSFER FEE	595,000.00	254,870.09	340,129.91	42.84	575,000.00	130,586.32	444,413.68	22.71
4251	BUSINESS LICENSES	61,000.00	61,099.00	-99.00	100.16	58,050.00	58,930.00	-880.00	101.52
TOTAL TAXES & FEES		23,581,083.00	12,148,219.78	11,432,863.22	51.52	22,754,089.00	11,889,655.14	10,864,433.86	52.25
4271	BUILDING PERMIT	245,000.00	124,490.50	120,509.50	50.81	195,000.00	144,573.80	50,426.20	74.14
4301	ENG PLAN REVIEW	15,000.00	9,631.70	5,368.30	64.21	10,890.00	994.87	9,895.13	9.14
4302	ENG INSPECT FEES	18,000.00	8,480.53	9,519.47	47.11	23,522.00	150.00	23,372.00	.64
4310	PLUMBING INSPECT	36,000.00	20,960.00	15,040.00	58.22	28,500.00	20,055.91	8,444.09	70.37
4316	PLANNING & ZONING	7,000.00	9,672.10	-2,672.10	138.17	15,000.00	4,122.75	10,877.25	27.49
4318	SURVEY MONUMENTATI	2,500.00	.00	2,500.00	.00	11,025.00	.00	11,025.00	.00
4320	LEAF & BRUSH COLLE	361,500.00	181,425.18	180,074.82	50.19	270,500.00	135,849.90	134,650.10	50.22
4324	PAY IN LIEU OF TAX	17,200.00	17,729.33	-529.33	103.08	16,500.00	16,990.98	-490.98	102.98
4325	ROW FRANCHISE FEES	452,000.00	234,829.88	217,170.12	51.95	448,445.00	224,470.87	223,974.13	50.06
4330	SALE OF BURIAL LOT	15,000.00	8,750.00	6,250.00	58.33	15,000.00	7,350.00	7,650.00	49.00
4331	GRAVE OPENINGS	30,000.00	21,250.00	8,750.00	70.83	36,000.00	15,700.00	20,300.00	43.61
4332	CARE OF LOTS	12,000.00	4,950.00	7,050.00	41.25	12,000.00	5,250.00	6,750.00	43.75
4335	SALE OF CITY PROPE	.00	47,111.00	-47,111.00	.00	.00	55,721.94	-55,721.94	.00
4341	ENG REIMBURSEMENTS	.00	1,625.00	-1,625.00	.00	.00	.00	.00	.00
TOTAL SERVICE CHGS		1,211,200.00	690,905.22	520,294.78	57.04	1,082,382.00	631,231.02	451,150.98	58.32
4351	FINES & FEES	180,000.00	130,408.23	49,591.77	72.45	185,000.00	89,550.96	95,449.04	48.41
4352	PARKING TICKETS	36,000.00	15,044.00	20,956.00	41.79	50,000.00	17,142.50	32,857.50	34.29
4355	POLICE REIMBURSEME	120,000.00	7,729.80	112,270.20	6.44	105,000.00	54,818.08	50,181.92	52.21
4370	B&C FIRE PROT DIST	242,000.00	2,935.05	239,064.95	1.21	242,000.00	3,024.42	238,975.58	1.25
4386	STATE MAINT. REIMB	45,000.00	.00	45,000.00	.00	43,609.00	11,174.25	32,434.75	25.62
TOTAL PUBLIC SAFETY		623,000.00	156,117.08	466,882.92	25.06	625,609.00	175,710.21	449,898.79	28.09
4397	REIMBURSEMENTS	85,000.00	66,179.74	18,820.26	77.86	80,000.00	29,771.69	50,228.31	37.21
4399	MISCELLANEOUS	150,000.00	60,325.25	89,674.75	40.22	130,000.00	131,095.28	-1,095.28	100.84
4402	TOWNSHIP SHARE	60,000.00	11,806.86	48,193.14	19.68	64,000.00	7,980.76	56,019.24	12.47

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FUND-10 GENERAL FUND
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4390 OTHER REVENUES

ACCOUNT	TITLE	CURRENT YEAR			PRIOR YEAR			
		BUDGET	REVENUE	BALANCE	BUDGET	REVENUE	BALANCE	
TOTAL OTHER REVENUES		295,000.00	138,311.85	156,688.15	274,000.00	168,847.73	105,152.27	61.62
4232	STATE&FED GRANTS	1,000.00	.00	1,000.00	1,200.00	232.00	968.00	19.33
5000	INTEREST EARNINGS	35,000.00	21,929.57	13,070.43	32,000.00	19,126.58	12,873.42	59.77
TOTAL OTHER REVENUES		36,000.00	21,929.57	14,070.43	33,200.00	19,358.58	13,841.42	58.31
TOTAL GENERAL FUND		25,746,283.00	13,155,483.50	12,590,799.50	24,769,280.00	12,884,802.68	11,884,477.32	52.02

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FUND-11 T.I.F. DISTRICT
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4000 TAXES & FEES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
4012	TIF #1 PROPERTY TA	768,000.00	386,351.42	381,648.58	50.31	732,000.00	346,160.34	385,839.66	47.29
TOTAL TAXES & FEES		768,000.00	386,351.42	381,648.58	50.31	732,000.00	346,160.34	385,839.66	47.29
4397	REIMBURSEMENTS	68,382.00	4,449.75	63,932.25	6.51	91,293.00	34,013.90	57,279.10	37.26
4415	LOAN PROCEEDS	.00	.00	.00	.00	1,345,300.00	.00	1,345,300.00	.00
TOTAL OTHER REVENUES		68,382.00	4,449.75	63,932.25	6.51	1,436,593.00	34,013.90	1,402,579.10	2.37
4232	STATE&FED GRANTS	.00	.00	.00	.00	23,998.00	.00	23,998.00	.00
5000	INTEREST EARNINGS	.00	.00	.00	.00	50.00	31.68	18.32	63.36
TOTAL OTHER REVENUES		.00	.00	.00	.00	24,048.00	31.68	24,016.32	.13
TOTAL T.I.F. DISTRICT		836,382.00	390,801.17	445,580.83	46.73	2,192,641.00	380,205.92	1,812,435.08	17.34

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FUND-12 TIF DISTRICT #3
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4000 TAXES & FEES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
4013	TIF #3 PROPERTY TA	310,000.00	143,091.43	166,908.57	46.16	297,885.00	134,341.02	163,543.98	45.10
	TOTAL TAXES & FEES	310,000.00	143,091.43	166,908.57	46.16	297,885.00	134,341.02	163,543.98	45.10
4397	REIMBURSEMENTS	13,814.00	697.41	13,116.59	5.05	.00	143.13	-143.13	.00
	TOTAL OTHER REVENUES	13,814.00	697.41	13,116.59	5.05	.00	143.13	-143.13	.00
5000	INTEREST EARNINGS	.00	.00	.00	.00	.00	7.53	-7.53	.00
	TOTAL OTHER REVENUES	.00	.00	.00	.00	.00	7.53	-7.53	.00
	TOTAL TIF DISTRICT #3	323,814.00	143,788.84	180,025.16	44.40	297,885.00	134,491.68	163,393.32	45.15

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FUND-15 CITY'S HEALTH BENEFIT
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4390 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
4397	REIMBURSEMENTS	100,000.00	268,038.84	-168,038.84	268.04	25,000.00	454,157.50	-429,157.50	1816.63
4419	FLEX CONTRIB	155,000.00	73,386.10	81,613.90	47.35	130,000.00	76,289.20	53,710.80	58.68
4420	CITY'S INS CONTRIB	3,154,629.00	1,523,463.38	1,631,165.62	48.29	2,858,918.00	1,328,532.65	1,530,385.35	46.47
4425	EMP INS CONTRIB	657,000.00	306,623.37	350,376.63	46.67	605,820.00	300,967.13	304,852.87	49.68
4430	NON-EMP INS PREM	83,120.00	43,845.50	39,274.50	52.75	172,894.00	84,103.40	88,790.60	48.64
TOTAL OTHER REVENUES		4,149,749.00	2,215,357.19	1,934,391.81	53.39	3,792,632.00	2,244,049.88	1,548,582.12	59.17
5000	INTEREST EARNINGS	5,500.00	4,575.87	924.13	83.20	4,000.00	5,581.55	-1,581.55	139.54
TOTAL OTHER REVENUES		5,500.00	4,575.87	924.13	83.20	4,000.00	5,581.55	-1,581.55	139.54
TOTAL CITY'S HEALTH BENEFIT		4,155,249.00	2,219,933.06	1,935,315.94	53.42	3,796,632.00	2,249,631.43	1,547,000.57	59.25

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FUND-18 STREET IMPRV/MFT
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4000 TAXES & FEES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
4230	MOTOR FUEL TAX	645,000.00	340,126.34	304,873.66	52.73	655,000.00	258,595.94	396,404.06	39.48
	TOTAL TAXES & FEES	645,000.00	340,126.34	304,873.66	52.73	655,000.00	258,595.94	396,404.06	39.48
5000	INTEREST EARNINGS	.00	341.09	-341.09	.00	750.00	401.87	348.13	53.58
	TOTAL OTHER REVENUES	.00	341.09	-341.09	.00	750.00	401.87	348.13	53.58
5543	FROM ST IMP NON-MF	.00	.00	.00	.00	.00	30,940.50	-30,940.50	.00
	TOTAL INTERFUND	.00	.00	.00	.00	.00	30,940.50	-30,940.50	.00
	TOTAL STREET IMPRV/MFT	645,000.00	340,467.43	304,532.57	52.79	655,750.00	289,938.31	365,811.69	44.21

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FUND-20 WORKMEN'S COMP BENEFITS
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4390 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
4397	REIMBURSEMENTS	10,000.00	71,812.38	-61,812.38	718.12	5,000.00	35,984.48	-30,984.48	719.69
4420	CITY'S INS CONTRIB	428,875.00	214,437.54	214,437.46	50.00	529,920.00	264,960.00	264,960.00	50.00
TOTAL OTHER REVENUES		438,875.00	286,249.92	152,625.08	65.22	534,920.00	300,944.48	233,975.52	56.26
5000	INTEREST EARNINGS	4,500.00	3,424.11	1,075.89	76.09	1,000.00	4,216.34	-3,216.34	421.63
TOTAL OTHER REVENUES		4,500.00	3,424.11	1,075.89	76.09	1,000.00	4,216.34	-3,216.34	421.63
TOTAL WORKMEN'S COMP BENEFITS		443,375.00	289,674.03	153,700.97	65.33	535,920.00	305,160.82	230,759.18	56.94

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FUND-21 ELECTRIC UTILITY
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4390 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR REVENUE	BALANCE	%	BUDGET	PRIOR YEAR REVENUE	BALANCE	%
4399	MISCELLANEOUS	15,000.00	14,416.50	583.50	96.11	30,000.00	5,486.53	24,513.47	18.29
TOTAL OTHER REVENUES		15,000.00	14,416.50	583.50	96.11	30,000.00	5,486.53	24,513.47	18.29
5000	INTEREST EARNINGS	75,000.00	42,224.29	32,775.71	56.30	65,000.00	47,688.68	17,311.32	73.37
TOTAL OTHER REVENUES		75,000.00	42,224.29	32,775.71	56.30	65,000.00	47,688.68	17,311.32	73.37
4505	RESIDENTIAL RATE 1	13,021,852.00	5,618,475.54	7,403,376.46	43.15	12,657,661.00	5,618,286.96	7,039,374.04	44.39
4510	GENERAL SERVICE RA	1,116,845.00	564,532.32	552,312.68	50.55	925,869.00	539,737.84	386,131.16	58.30
4515	COMMERICAL RATE 13	10,312,650.00	4,781,988.43	5,530,661.57	46.37	10,304,762.00	4,860,480.11	5,444,281.89	47.17
4517	DEMAND RATE 234	7,524,850.00	3,494,280.78	4,030,569.22	46.44	7,383,037.00	3,463,068.45	3,919,968.55	46.91
4520	HEAVY INDUST RATE	6,457,130.00	2,947,855.43	3,509,274.57	45.65	6,091,395.00	3,012,392.63	3,079,002.37	49.45
4522	DEMAND RATE 236	3,738,629.00	1,833,035.42	1,905,593.58	49.03	3,611,830.00	1,765,711.13	1,846,118.87	48.89
4523	ENERGY RATE 238	3,894,000.00	2,333,596.48	1,560,403.52	59.93	3,821,791.00	2,376,284.89	1,445,506.11	62.18
4524	DEMAND RATE 338	2,365,000.00	1,308,148.73	1,056,851.27	55.31	2,078,000.00	1,247,986.60	830,013.40	60.06
4525	STATE UTILITY TAX	1,490,000.00	674,929.78	815,070.22	45.30	1,475,000.00	745,553.59	729,446.41	50.55
4526	MARKET BASED RATES	3,150,000.00	1,219,260.89	1,930,739.11	38.71	2,600,000.00	1,602,631.28	997,368.72	61.64
4530	ELECTRIC SALES-PEN	160,000.00	75,759.39	84,240.61	47.35	152,000.00	87,035.72	64,964.28	57.26
4535	POLE LEASE/JOINT W	50,000.00	16,765.77	33,234.23	33.53	67,700.00	.00	67,700.00	.00
4536	FIBER OPTIC REIMBU	27,000.00	11,691.00	15,309.00	43.30	23,400.00	19,391.00	4,009.00	82.87
4538	LABOR & MATERIALS	10,000.00	19,009.63	-9,009.63	190.10	15,000.00	20,886.84	-5,886.84	139.25
4539	DAMAGE CLAIMS	15,000.00	.00	15,000.00	.00	20,000.00	.00	20,000.00	.00
4541	ELEC RECONNECTION	10,000.00	5,850.00	4,150.00	58.50	9,000.00	4,500.00	4,500.00	50.00
4543	DEVELOPERS-ELEC FE	100,000.00	21,569.23	78,430.77	21.57	50,000.00	154,092.39	-104,092.39	308.18
4548	ELECTRICAL SERV/PE	4,000.00	1,725.00	2,275.00	43.13	2,000.00	900.00	1,100.00	45.00
TOTAL ELECTRIC REVENUES		53,446,956.00	24,928,473.82	28,518,482.18	46.64	51,288,445.00	25,518,939.43	25,769,505.57	49.76
TOTAL ELECTRIC UTILITY		53,536,956.00	24,985,114.61	28,551,841.39	46.67	51,383,445.00	25,572,114.64	25,811,330.36	49.77

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FUND-30 WATER UTILITY
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4390 OTHER REVENUES

ACCOUNT	TITLE	CURRENT YEAR			PRIOR YEAR			
		BUDGET	REVENUE	BALANCE	BUDGET	REVENUE	BALANCE	
4399	MISCELLANEOUS	136,000.00	54,242.61	81,757.39	125,000.00	93,448.43	31,551.57	74.76
TOTAL OTHER REVENUES		136,000.00	54,242.61	81,757.39	125,000.00	93,448.43	31,551.57	74.76
5000	INTEREST EARNINGS	12,000.00	11,296.91	703.09	8,500.00	9,288.64	-788.64	109.28
TOTAL OTHER REVENUES		12,000.00	11,296.91	703.09	8,500.00	9,288.64	-788.64	109.28
4610	RESIDENTIAL WATER	2,875,000.00	1,391,127.07	1,483,872.93	3,031,140.00	1,368,503.81	1,662,636.19	45.15
4615	COMMERCIAL WATER	1,210,000.00	558,462.39	651,537.61	1,227,294.00	569,254.44	658,039.56	46.38
4616	WATER PENALTIES	30,000.00	13,286.78	16,713.22	30,000.00	13,225.84	16,774.16	44.09
4625	LABOR & MATERIALS	2,500.00	-447.84	2,947.84	2,500.00	3,823.71	-1,323.71	152.95
4630	STAND-BY WATER FEE	117,654.00	111,515.28	6,138.72	107,000.00	110,520.00	-3,520.00	103.29
4634	NON-METERED WATER	500.00	275.00	225.00	500.00	200.00	300.00	40.00
4640	SALE OF WATER METE	8,000.00	4,198.62	3,801.38	5,000.00	3,447.11	1,552.89	68.94
4644	WATER MAIN RECAPTU	1,200.00	.00	1,200.00	1,500.00	4,650.00	-3,150.00	310.00
4645	WATER SERVICE INSP	700.00	385.00	315.00	500.00	280.00	220.00	56.00
4648	WATER CONNECTIONS	8,000.00	5,800.00	2,200.00	2,000.00	1,200.00	800.00	60.00
4650	WATER SUPPLY&TREAT	6,000.00	3,025.00	2,975.00	5,000.00	2,500.00	2,500.00	50.00
4667	SALE OF BULK WATER	5,000.00	5,079.64	-79.64	7,500.00	1,167.15	6,332.85	15.56
TOTAL WATER FUND		4,264,554.00	2,092,706.94	2,171,847.06	4,419,934.00	2,078,772.06	2,341,161.94	47.03
TOTAL WATER UTILITY		4,412,554.00	2,158,246.46	2,254,307.54	4,553,434.00	2,181,509.13	2,371,924.87	47.91

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FUND-31 SEWER UTILITY
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4396 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
4750	IEPA LOAN PROCEEDS	2,000,000.00	.00	2,000,000.00	.00	2,200,000.00	.00	2,200,000.00	.00
5000	INTEREST EARNINGS	500.00	407.41	92.59	81.48	2,000.00	2,273.42	-273.42	113.67
TOTAL OTHER REVENUES		2,000,500.00	407.41	2,000,092.59	.02	2,202,000.00	2,273.42	2,199,726.58	.10
4710	RESIDENTIAL SEWER	3,345,000.00	1,689,080.12	1,655,919.88	50.50	3,324,945.00	1,611,336.06	1,713,608.94	48.46
4715	COMMERCIAL SEWER	1,490,000.00	776,077.27	713,922.73	52.09	1,462,400.00	700,259.30	762,140.70	47.88
4721	SEWER PENALTIES	31,500.00	17,086.34	14,413.66	54.24	31,500.00	15,642.29	15,857.71	49.66
4725	TREATMENT CHARGE	50,000.00	17,305.00	32,695.00	34.61	50,000.00	14,140.00	35,860.00	28.28
4730	SEWER RECAPTURE	10,000.00	.00	10,000.00	.00	3,300.00	6,850.00	-3,550.00	207.58
4735	SANITARY INSPECTIO	775.00	385.00	390.00	49.68	500.00	280.00	220.00	56.00
4740	SEWER CONNECTIONS	15,000.00	7,724.32	7,275.68	51.50	10,000.00	2,824.32	7,175.68	28.24
TOTAL SEWER FUND		4,942,275.00	2,507,658.05	2,434,616.95	50.74	4,882,645.00	2,351,331.97	2,531,313.03	48.16
TOTAL SEWER UTILITY		6,942,775.00	2,508,065.46	4,434,709.54	36.12	7,084,645.00	2,353,605.39	4,731,039.61	33.22

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 REVENUE COMPARISON REPORT

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FUND-33 FLOOD/BLDG PROJECTS FUND
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4396 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
5000	INTEREST EARNINGS	.00	13.83	-13.83	.00	50.00	27.74	22.26	55.48
TOTAL OTHER REVENUES		.00	13.83	-13.83	.00	50.00	27.74	22.26	55.48
5510	FROM GENERAL #10	500,000.00	.00	500,000.00	.00	80,000.00	.00	80,000.00	.00
TOTAL INTERFUND		500,000.00	.00	500,000.00	.00	80,000.00	.00	80,000.00	.00
TOTAL FLOOD/BLDG PROJECTS FUND		500,000.00	13.83	499,986.17	.00	80,050.00	27.74	80,022.26	.03

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 PAGE BREAKS ON: FUND, ORGANIZATION

FUND-41 FIRE STATION DEBT SERVICE
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-5500 INTERFUND

ACCOUNT	TITLE	CURRENT YEAR			PRIOR YEAR		
		BUDGET	REVENUE	BALANCE %	BUDGET	REVENUE	BALANCE %
5510	FROM GENERAL #10	708,450.00	708,450.00	.00 100.00	703,450.00	703,450.00	.00 100.00
	TOTAL INTERFUND	708,450.00	708,450.00	.00 100.00	703,450.00	703,450.00	.00 100.00
	TOTAL FIRE STATION DEBT SERVICE	708,450.00	708,450.00	.00 100.00	703,450.00	703,450.00	.00 100.00

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 TOTALED ON: FUND,ORGANIZATION,1ST SUBTOTAL
 PAGE BREAKS ON: FUND,ORGANIZATION

FUND-42 DEERPATH BRIDGE REHAB
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4396 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
4232	STATE&FED GRANTS	465,093.00	6,000.00	459,093.00	1.29	18,400.00	-6,000.00	24,400.00	32.61
TOTAL OTHER REVENUES		465,093.00	6,000.00	459,093.00	1.29	18,400.00	-6,000.00	24,400.00	32.61
5543	FROM ST IMP NON-MF	86,427.00	.00	86,427.00	.00	4,600.00	6,000.00	-1,400.00	130.43
TOTAL INTERFUND		86,427.00	.00	86,427.00	.00	4,600.00	6,000.00	-1,400.00	130.43
TOTAL DEERPATH BRIDGE REHAB		551,520.00	6,000.00	545,520.00	1.09	23,000.00	.00	23,000.00	.00

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 PAGE BREAKS ON: FUND,ORGANIZATION

FUND-43 STREET IMP. NON-MFT
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4390 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
4453	STREET RECAPTURE F	458,000.00	2,262.99	455,737.01	.49	68,326.00	3,581.84	64,744.16	5.24
TOTAL OTHER REVENUES		458,000.00	2,262.99	455,737.01	.49	68,326.00	3,581.84	64,744.16	5.24
4232	STATE&FED GRANTS	2,541,885.00	.00	2,541,885.00	.00	37,383.00	.00	37,383.00	.00
5000	INTEREST EARNINGS	.00	14.71	-14.71	.00	.00	129.57	-129.57	.00
TOTAL OTHER REVENUES		2,541,885.00	14.71	2,541,870.29	.00	37,383.00	129.57	37,253.43	.35
TOTAL STREET IMP. NON-MFT		2,999,885.00	2,277.70	2,997,607.30	.08	105,709.00	3,711.41	101,997.59	3.51

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FUND-45 SAFE ROUTES TO SCHOOL
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4396 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
4232	STATE&FED GRANTS	89,868.00	.00	89,868.00	.00	113,643.00	.00	113,643.00	.00
	TOTAL OTHER REVENUES	89,868.00	.00	89,868.00	.00	113,643.00	.00	113,643.00	.00
	TOTAL SAFE ROUTES TO SCHOOL	89,868.00	.00	89,868.00	.00	113,643.00	.00	113,643.00	.00

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 PAGE BREAKS ON: FUND,ORGANIZATION

FUND-48 CITY HALL CAPITAL IMPROVE
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4390 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
4397	REIMBURSEMENTS	3,000.00	.00	3,000.00	.00	3,000.00	.00	3,000.00	.00
	TOTAL OTHER REVENUES	3,000.00	.00	3,000.00	.00	3,000.00	.00	3,000.00	.00
5000	INTEREST EARNINGS	1,500.00	100.49	1,399.51	6.70	.00	4,721.52	-4,721.52	.00
	TOTAL OTHER REVENUES	1,500.00	100.49	1,399.51	6.70	.00	4,721.52	-4,721.52	.00
5510	FROM GENERAL #10	75,000.00	.00	75,000.00	.00	75,000.00	.00	75,000.00	.00
	TOTAL INTERFUND	75,000.00	.00	75,000.00	.00	75,000.00	.00	75,000.00	.00
	TOTAL CITY HALL CAPITAL IMPROVE	79,500.00	100.49	79,399.51	.13	78,000.00	4,721.52	73,278.48	6.05

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FUND-56 DONOVAN BRIDGE DS
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4000 TAXES & FEES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
4014	DEBT PROPERTY TAX	148,426.00	74,559.51	73,866.49	50.23	150,826.00	76,595.33	74,230.67	50.78
TOTAL TAXES & FEES		148,426.00	74,559.51	73,866.49	50.23	150,826.00	76,595.33	74,230.67	50.78
TOTAL DONOVAN BRIDGE DS		148,426.00	74,559.51	73,866.49	50.23	150,826.00	76,595.33	74,230.67	50.78

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SORTED BY: FUND,ORGANIZATION,1ST SUBTOTAL,ACCOUNT
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 PAGE BREAKS ON: FUND,ORGANIZATION

FUND-62 FIRE 2% FUND
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4390 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR		
			REVENUE	BALANCE	%	REVENUE	BALANCE	%
4395	DONATIONS	.00	561.00	-561.00	.00	.00	.00	.00
4399	MISCELLANEOUS	.00	2,590.00	-2,590.00	.00	.00	.00	.00
TOTAL OTHER REVENUES		.00	3,151.00	-3,151.00	.00	.00	.00	.00
5000	INTEREST EARNINGS	.00	71.73	-71.73	.00	.00	.00	.00
TOTAL OTHER REVENUES		.00	71.73	-71.73	.00	.00	.00	.00
TOTAL FIRE 2% FUND		.00	3,222.73	-3,222.73	.00	.00	.00	.00

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FUND-63 SSA #55
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4000 TAXES & FEES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR		
			REVENUE	BALANCE	%	REVENUE	BALANCE	%
4015	SSA PROPERTY TAXES	.00	4,122.94	-4,122.94	.00	.00	.00	.00
	TOTAL TAXES & FEES	.00	4,122.94	-4,122.94	.00	.00	.00	.00
	TOTAL SSA #55	.00	4,122.94	-4,122.94	.00	.00	.00	.00

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 REVENUE COMPARISON REPORT

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SORTED BY: FUND, ORGANIZATION, 1ST SUBTOTAL, ACCOUNT
 TOTALED ON: FUND, ORGANIZATION, 1ST SUBTOTAL
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FUND-64 COMM DEVL ASST PROGRAM
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4390 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR			
			REVENUE	BALANCE	%	REVENUE	BALANCE	%	
4416	COM DEV LOW INTR L	.00	87.88	-87.88	.00	.00	299.11	-299.11	.00
	TOTAL OTHER REVENUES	.00	87.88	-87.88	.00	.00	299.11	-299.11	.00
5000	INTEREST EARNINGS	.00	59.97	-59.97	.00	.00	67.69	-67.69	.00
	TOTAL OTHER REVENUES	.00	59.97	-59.97	.00	.00	67.69	-67.69	.00
	TOTAL COMM DEVL ASST PROGRAM	.00	147.85	-147.85	.00	.00	366.80	-366.80	.00

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 TOTALED ON: FUND, ORGANIZATION, 1ST SUBTOTAL
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FUND-71 PW CAPITAL DEVL
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4390 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR		
			REVENUE	BALANCE	%	REVENUE	BALANCE	%
4406	PW CAP FEES	9,500.00	4,550.00	4,950.00	47.89	3,250.00	6,250.00	34.21
TOTAL OTHER REVENUES		9,500.00	4,550.00	4,950.00	47.89	3,250.00	6,250.00	34.21
5000	INTEREST EARNINGS	100.00	10.00	90.00	10.00	7.71	92.29	7.71
TOTAL OTHER REVENUES		100.00	10.00	90.00	10.00	7.71	92.29	7.71
5510	FROM GENERAL #10	275,000.00	.00	275,000.00	.00	.00	270,000.00	.00
TOTAL INTERFUND		275,000.00	.00	275,000.00	.00	.00	270,000.00	.00
TOTAL PW CAPITAL DEVL		284,600.00	4,560.00	280,040.00	1.60	3,257.71	276,342.29	1.17

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 REVENUE COMPARISON REPORT

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 PAGE BREAKS ON: FUND, ORGANIZATION

FUND-72 FIRE CAPITAL DEVL
 ORGANIZATION- ORGN TITLE NOT FOUND
 1ST SUBTOTAL-4390 OTHER REVENUES

ACCOUNT	TITLE	BUDGET	CURRENT YEAR			PRIOR YEAR		
			REVENUE	BALANCE	%	REVENUE	BALANCE	%
4407	FIRE CAP FEES	9,500.00	4,550.00	4,950.00	47.89	3,250.00	6,250.00	34.21
	TOTAL OTHER REVENUES	9,500.00	4,550.00	4,950.00	47.89	3,250.00	6,250.00	34.21
5000	INTEREST EARNINGS	500.00	364.32	135.68	72.86	100.00	75.90	24.10
	TOTAL OTHER REVENUES	500.00	364.32	135.68	72.86	100.00	75.90	24.10
5510	FROM GENERAL #10	225,000.00	.00	225,000.00	.00	200,000.00	200,000.00	.00
	TOTAL INTERFUND	225,000.00	.00	225,000.00	.00	.00	200,000.00	.00
	TOTAL FIRE CAPITAL DEVL	235,000.00	4,914.32	230,085.68	2.09	3,274.10	206,325.90	1.56
	TOTAL REPORT	102,639,637.00	46,999,943.93	55,639,693.07	45.79	97,013,510.00	49,866,645.39	48.60

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CITY OF BATAVIA
 EXPENDITURE COMPARISON REPORT

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FUND-10 GENERAL FUND
 1ST SUBTOTAL-6100 SALARY&WAGES

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6101 SALARIES&WAG	11,483,412.00	5,551,180.05	5,932,231.95	48.34	10,883,066.00	5,153,661.47	5,729,404.53	47.35
6102 OVERTIME	560,000.00	217,016.65	342,983.35	38.75	555,962.00	211,653.71	344,308.29	38.07
6103 DOUBLE TIME	89,000.00	29,610.90	59,389.10	33.27	89,000.00	64,503.64	24,496.36	72.48
6104 STAND-BY PAY	34,000.00	.00	34,000.00	.00	34,000.00	11,932.15	22,067.85	35.09
6105 OUTSIDE WORK	16,000.00	8,593.30	7,406.70	53.71	17,847.00	3,543.42	14,303.58	19.85
6107 PART TIME WA	612,108.00	280,895.88	331,212.12	45.89	578,527.00	275,368.00	303,159.00	47.60
TOTAL-6100 SALARY&WAGES	12,794,520.00	6,087,296.78	6,707,223.22	47.58	12,158,402.00	5,720,662.39	6,437,739.61	47.05
6120 GROUP INSURA	2,398,200.00	1,181,384.61	1,216,815.39	49.26	2,191,111.00	999,166.77	1,191,944.23	45.60
6121 IMRF-CITY %	668,428.00	295,529.53	372,898.47	44.21	646,452.00	283,035.07	363,416.93	43.78
6122 CITY FICA&ME	539,105.00	243,217.00	295,888.00	45.11	516,723.00	231,079.40	285,643.60	44.72
6123 CITY PENSION	2,623,931.00	1,305,131.84	1,318,799.16	49.74	2,221,354.00	234,328.31	1,987,025.69	10.55
6125 STATE UNEMPL	.00	852.00	-852.00	.00	.00	.00	.00	.00
6126 WORKERS COMP	287,875.00	143,937.42	143,937.58	50.00	353,920.00	176,960.10	176,959.90	50.00
6127 WORK COMP-PO	2,550.00	2,550.00	.00	100.00	3,000.00	2,550.00	450.00	85.00
TOTAL-6119 BENEFIT COST	6,520,089.00	3,172,602.40	3,347,486.60	48.66	5,932,560.00	1,927,119.65	4,005,440.35	32.48
6201 POLICE & FIR	15,100.00	2,017.40	13,082.60	13.36	39,150.00	5,966.42	33,183.58	15.24
6202 MEAL ALLOWAN	1,350.00	209.65	1,140.35	15.53	2,500.00	360.09	2,139.91	14.40
6203 MEDICAL EXAM	12,276.00	2,896.00	9,380.00	23.59	12,000.00	13,282.00	-1,282.00	110.68
6204 EMP RECRUITM	33,140.00	22,903.00	10,237.00	69.11	1,500.00	2,183.25	-683.25	145.55
6205 MEMBERSHIP	37,135.00	20,587.31	16,547.69	55.44	37,642.00	20,109.89	17,532.11	53.42
6207 EMPLOYEE REC	22,900.00	10,324.85	12,575.15	45.09	25,000.00	4,290.71	20,709.29	17.16
6209 EMS TRAINING	2,100.00	661.75	1,438.25	31.51	2,400.00	260.25	2,139.75	10.84
6210 TRAINING	93,549.00	17,925.63	75,623.37	19.16	91,589.00	21,111.11	70,477.89	23.05
6211 TRAVEL-MILES	2,975.00	400.40	2,574.60	13.46	3,750.00	758.62	2,991.38	20.23
6213 FIRE PREV TR	1,400.00	24.88	1,375.12	1.78	1,330.00	1,431.62	-101.62	107.64
TOTAL-6200 EMPLOYEE DEV	221,925.00	77,950.87	143,974.13	35.12	216,861.00	69,753.96	147,107.04	32.17
6215 RESOURCE MAT	7,514.00	1,849.35	5,664.65	24.61	7,289.00	2,744.28	4,544.72	37.65
6225 POSTAGE-SHIP	74,660.00	22,674.64	51,985.36	30.37	70,050.00	30,420.43	39,629.57	43.43
6230 OFFICE SUPPL	57,805.00	18,658.40	39,146.60	32.28	53,300.00	29,011.01	24,288.99	54.43
6231 SOFTWARE	67,045.00	23,416.37	43,628.63	34.93	42,300.00	7,667.67	34,632.33	18.13
6232 COMPUTER SUP	3,000.00	689.19	2,310.81	22.97	3,000.00	768.91	2,231.09	25.63
6233 VEHICLE & EQ	94,900.00	31,943.53	62,956.47	33.66	84,900.00	40,030.77	44,869.23	47.15
6235 PRINTING & P	38,560.00	18,945.13	19,614.87	49.13	39,000.00	14,237.20	24,762.80	36.51
6237 COMMUNICATIO	14,500.00	3,069.25	11,430.75	21.17	12,600.00	539.92	12,060.08	4.29
6239 INVESTIGATIV	3,500.00	893.63	2,606.37	25.53	3,000.00	1,069.84	1,930.16	35.66
6240 MATERIALS	100,000.00	37,872.80	62,127.20	37.87	100,000.00	38,069.33	61,930.67	38.07
6241 FUEL	199,900.00	51,189.65	148,710.35	25.61	246,655.00	74,494.02	172,160.98	30.20
6242 PATROL SUPPL	5,200.00	1,324.88	3,875.12	25.48	4,900.00	271.27	4,628.73	5.54
6243 SALT & DE-IC	285,000.00	87,260.60	197,739.40	30.62	330,000.00	63,459.27	266,540.73	19.23
6245 ADS/NOTICES	8,800.00	4,948.10	3,851.90	56.23	7,150.00	2,306.00	4,844.00	32.25
6246 COMMUNITY RE	1,000.00	1,562.15	-562.15	156.22	1,325.00	523.00	802.00	39.47
6247 AMMUNITION/S	15,470.00	13,339.35	2,130.65	86.23	19,310.00	14,163.45	5,146.55	73.35

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FUND-10 GENERAL FUND
 1ST SUBTOTAL-6214 COMMODITIES

ACCOUNT	CURRENT YEAR				PRIOR YEAR				
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%	
6250	PHONE	73,714.00	32,304.12	41,409.88	43.82	75,824.00	30,677.22	45,146.78	40.46
6251	PUBLIC EDUCA	2,500.00	58.43	2,441.57	2.34	3,900.00	40.35	3,859.65	1.03
6253	HAZ-MAT SUPP	2,500.00	.00	2,500.00	.00	2,500.00	982.46	1,517.54	39.30
6255	CLOTHING & U	102,641.00	40,093.20	62,547.80	39.06	100,028.00	36,130.01	63,897.99	36.12
6256	RESCUE MATER	10,000.00	2,662.74	7,337.26	26.63	10,000.00	4,498.93	5,501.07	44.99
6257	MEDICAL SUPP	6,600.00	1,323.47	5,276.53	20.05	6,600.00	638.54	5,961.46	9.67
6259	MEALS & REFR	6,000.00	2,400.33	3,599.67	40.01	6,400.00	2,579.72	3,820.28	40.31
6260	UTILITIES	186,700.00	71,701.21	114,998.79	38.40	180,300.00	69,695.06	110,604.94	38.66
6261	SAFETY SUPPL	3,000.00	1,389.61	1,610.39	46.32	2,500.00	647.86	1,852.14	25.91
6264	GENERAL SUPP	55,800.00	20,418.11	35,381.89	36.59	52,500.00	23,117.63	29,382.37	44.03
6276	OTHER EQUIPM	44,911.00	16,669.77	28,241.23	37.12	52,208.00	20,689.94	31,518.06	39.63
6286	LANDFILL FEE	9,000.00	338.58	8,661.42	3.76	9,000.00	3,922.80	5,077.20	43.59
6288	RECORDING FE	2,500.00	708.70	1,791.30	28.35	1,700.00	837.01	862.99	49.24
6293	ORNAMENTAL S	25,000.00	15,934.46	9,065.54	63.74	17,000.00	5,052.19	11,947.81	29.72
TOTAL-6214	COMMODITIES	1,507,720.00	525,639.75	982,080.25	34.86	1,545,239.00	519,286.09	1,025,952.91	33.61
6310	R&M-VEHICLE	162,800.00	33,797.87	129,002.13	20.76	157,800.00	44,680.36	113,119.64	28.31
6315	R&M-BUILDING	179,200.00	56,393.40	122,806.60	31.47	195,400.00	62,727.87	132,672.13	32.10
6320	RENTAL FEES	4,850.00	1,367.70	3,482.30	28.20	8,500.00	1,816.20	6,683.80	21.37
6325	R&M OFFICE E	41,075.00	10,241.60	30,833.40	24.93	30,900.00	4,277.04	26,622.96	13.84
6340	R&M FIELD EQ	38,750.00	15,257.23	23,492.77	39.37	43,800.00	12,578.30	31,221.70	28.72
TOTAL-6300	REPAIR&MAINT	426,675.00	117,057.80	309,617.20	27.43	436,400.00	126,079.77	310,320.23	28.89
6354	PLUMBING INS	35,000.00	14,985.00	20,015.00	42.81	28,000.00	15,600.00	12,400.00	55.71
6355	PROFESSIONAL	1,820,399.00	652,650.66	1,167,748.34	35.85	1,767,189.00	590,853.82	1,176,335.18	33.43
6356	MOSQUITO ABA	55,000.00	18,525.40	36,474.60	33.68	55,000.00	15,469.03	39,530.97	28.13
6357	FORESTRY	183,000.00	72,100.69	110,899.31	39.40	175,000.00	71,789.57	103,210.43	41.02
6358	LEGAL FEES	159,900.00	59,418.06	100,481.94	37.16	175,000.00	50,958.13	124,041.87	29.12
6359	BATV- 60% RO	180,800.00	46,892.22	133,907.78	25.94	179,378.00	76,811.48	102,566.52	42.82
6363	RIDE IN KANE	120,000.00	31,519.45	88,480.55	26.27	128,000.00	15,961.54	112,038.46	12.47
6375	SOFTWARE SUP	156,270.00	97,814.89	58,455.11	62.59	147,850.00	95,515.18	52,334.82	64.60
TOTAL-6350	PROFESSIONAL	2,710,369.00	993,906.37	1,716,462.63	36.67	2,655,417.00	932,958.75	1,722,458.25	35.13
6405	TECHNOLOGY E	188,225.00	45,928.75	142,296.25	24.40	77,200.00	28,188.41	49,011.59	36.51
6450	VEHICLES	128,100.00	112,899.21	15,200.79	88.13	92,511.00	78,544.90	13,966.10	84.90
TOTAL-6400	CAPITAL	316,325.00	158,827.96	157,497.04	50.21	169,711.00	106,733.31	62,977.69	62.89
6505	GENERAL LIAB	188,285.00	164,457.62	23,827.38	87.35	264,382.00	164,086.03	100,295.97	62.06
TOTAL-6500	INSURANCE	188,285.00	164,457.62	23,827.38	87.35	264,382.00	164,086.03	100,295.97	62.06
6625	BAD DEBT EXP	7,200.00	2,112.44	5,087.56	29.34	7,500.00	2,691.77	4,808.23	35.89
6628	UTILITY ADMI	-940,000.00	-470,000.04	-469,999.96	50.00	-1,186,182.00	-443,091.00	-743,091.00	37.35
6653	RECRUTING/RE	1,264,167.00	.00	1,264,167.00	.00	1,264,167.00	.00	1,264,167.00	.00
TOTAL-6700	OTHER EXPENS	331,367.00	-467,887.60	799,254.60	141.20	85,485.00	-440,399.23	525,884.23	515.18

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FUND-10 GENERAL FUND
 1ST SUBTOTAL-7000 INTERFUND

ACCOUNT	----- CURRENT YEAR -----				----- PRIOR YEAR -----			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
7033 TO DRAINAGE	500,000.00	.00	500,000.00	.00	80,000.00	.00	80,000.00	.00
7041 TO FIRE DEBT	708,450.00	708,450.00	.00	100.00	703,450.00	703,450.00	.00	100.00
7048 TO CTY HALL	75,000.00	.00	75,000.00	.00	75,000.00	.00	75,000.00	.00
7071 TO PW CAPITA	275,000.00	.00	275,000.00	.00	270,000.00	.00	270,000.00	.00
7072 TO FIRE CAPI	225,000.00	.00	225,000.00	.00	200,000.00	.00	200,000.00	.00
TOTAL-7000 INTERFUND	1,783,450.00	708,450.00	1,075,000.00	39.72	1,328,450.00	703,450.00	625,000.00	52.95
TOTAL-10 GENERAL FUND	26,800,725.00	11,538,301.95	15,262,423.05	43.05	24,792,907.00	9,829,730.72	14,963,176.28	39.65

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FUND-11 T.I.F. DISTRICT
 1ST SUBTOTAL-6214 COMMODITIES

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6260 UTILITIES	14,000.00	3,994.20	10,005.80	28.53	14,000.00	5,834.45	8,165.55	41.67
TOTAL-6214 COMMODITIES	14,000.00	3,994.20	10,005.80	28.53	14,000.00	5,834.45	8,165.55	41.67
6355 PROFESSIONAL	200,450.00	84,677.32	115,772.68	42.24	210,500.00	116,934.30	93,565.70	55.55
TOTAL-6350 PROFESSIONAL	200,450.00	84,677.32	115,772.68	42.24	210,500.00	116,934.30	93,565.70	55.55
6420 GRANTS & RED	300,000.00	.00	300,000.00	.00	300,000.00	.00	300,000.00	.00
6472 BUILDING IMP	.00	.00	.00	.00	10,000.00	.00	10,000.00	.00
6474 INFRASTRUCTU	.00	143,753.22	-143,753.22	.00	2,248,935.00	77,167.73	2,171,767.27	3.43
TOTAL-6400 CAPITAL	300,000.00	143,753.22	156,246.78	47.92	2,558,935.00	77,167.73	2,481,767.27	3.02
6605 OTHER EXPENS	280,000.00	.00	280,000.00	.00	.00	.00	.00	.00
TOTAL-6700 OTHER EXPENS	280,000.00	.00	280,000.00	.00	.00	.00	.00	.00
TOTAL-11 T.I.F. DISTR	794,450.00	232,424.74	562,025.26	29.26	2,783,435.00	199,936.48	2,583,498.52	7.18

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FUND-12 TIF DISTRICT #3
 1ST SUBTOTAL-6400 CAPITAL

ACCOUNT	----- CURRENT YEAR -----				----- PRIOR YEAR -----			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6420 GRANTS & RED	.00	.00	.00	.00	.00	38,500.00	-38,500.00	.00
6474 INFRASTRUCTU	100,000.00	.00	100,000.00	.00	595,000.00	.00	595,000.00	.00
TOTAL-6400 CAPITAL	100,000.00	.00	100,000.00	.00	595,000.00	38,500.00	556,500.00	6.47
6605 OTHER EXPENS	220,000.00	.00	220,000.00	.00	.00	.00	.00	.00
TOTAL-6700 OTHER EXPENS	220,000.00	.00	220,000.00	.00	.00	.00	.00	.00
TOTAL-12 TIF DISTRICT	320,000.00	.00	320,000.00	.00	595,000.00	38,500.00	556,500.00	6.47

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FUND-15 CITY'S HEALTH BENEFIT
 1ST SUBTOTAL-6119 BENEFIT COSTS

ACCOUNT	----- CURRENT YEAR -----				----- PRIOR YEAR -----				
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%	
6128	LIFE INS PRE	53,000.00	23,882.02	29,117.98	45.06	50,000.00	22,061.30	27,938.70	44.12
6130	STOP LOSS PR	385,000.00	188,970.44	196,029.56	49.08	276,500.00	115,865.66	160,634.34	41.90
6131	CLAIMS PAID	3,750,000.00	2,827,066.96	922,933.04	75.39	3,300,000.00	2,283,622.25	1,016,377.75	69.20
6132	WELL VISION	32,500.00	14,035.35	18,464.65	43.19	30,250.00	13,862.19	16,387.81	45.83
6133	FLEX PLAN SE	155,000.00	124,236.84	30,763.16	80.15	130,000.00	105,201.43	24,798.57	80.92
6134	PPO PREMIUM	34,500.00	16,133.60	18,366.40	46.76	34,500.00	16,014.00	18,486.00	46.42
6135	HEALTH CARE	35,000.00	.00	35,000.00	.00	35,000.00	976.35	34,023.65	2.79
6136	WELLNESS INI	1,800.00	.00	1,800.00	.00	5,000.00	.00	5,000.00	.00
TOTAL-6119	BENEFIT COST	4,446,800.00	3,194,325.21	1,252,474.79	71.83	3,861,250.00	2,557,603.18	1,303,646.82	66.24
6355	PROFESSIONAL	100,340.00	47,130.80	53,209.20	46.97	.00	.00	.00	.00
TOTAL-6350	PROFESSIONAL	100,340.00	47,130.80	53,209.20	46.97	.00	.00	.00	.00
TOTAL-15	CITY'S HEALT	4,547,140.00	3,241,456.01	1,305,683.99	71.29	3,861,250.00	2,557,603.18	1,303,646.82	66.24

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FUND-18 STREET IMPRV/MFT
 1ST SUBTOTAL-6400 CAPITAL

ACCOUNT	----- CURRENT YEAR -----				----- PRIOR YEAR -----			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6471 STREET MAINT	.00	.00	.00	.00	1,693,094.00	.00	1,693,094.00	.00
TOTAL-6400 CAPITAL	.00	.00	.00	.00	1,693,094.00	.00	1,693,094.00	.00
TOTAL-18 STREET IMPRV	.00	.00	.00	.00	1,693,094.00	.00	1,693,094.00	.00

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FUND-20 WORKMEN'S COMP BENEFITS
 1ST SUBTOTAL-6119 BENEFIT COSTS

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6130 STOP LOSS PR	80,000.00	68,625.56	11,374.44	85.78	80,000.00	60,472.30	19,527.70	75.59
6146 CLAIMS PAID	500,000.00	327,424.76	172,575.24	65.48	500,000.00	137,849.90	362,150.10	27.57
TOTAL-6119 BENEFIT COST	580,000.00	396,050.32	183,949.68	68.28	580,000.00	198,322.20	381,677.80	34.19
6203 MEDICAL EXAM	25,000.00	17,382.00	7,618.00	69.53	28,400.00	.00	28,400.00	.00
TOTAL-6200 EMPLOYEE DEV	25,000.00	17,382.00	7,618.00	69.53	28,400.00	.00	28,400.00	.00
6355 PROFESSIONAL	13,000.00	6,000.00	7,000.00	46.15	.00	.00	.00	.00
TOTAL-6350 PROFESSIONAL	13,000.00	6,000.00	7,000.00	46.15	.00	.00	.00	.00
TOTAL-20 WORKMEN'S CO	618,000.00	419,432.32	198,567.68	67.87	608,400.00	198,322.20	410,077.80	32.60

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FUND-21 ELECTRIC UTILITY
 1ST SUBTOTAL-6100 SALARY&WAGES

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6101 SALARIES&WAG	1,966,144.00	896,733.23	1,069,410.77	45.61	1,826,810.00	846,366.99	980,443.01	46.33
6102 OVERTIME	51,100.00	21,697.81	29,402.19	42.46	51,000.00	14,218.41	36,781.59	27.88
6103 DOUBLE TIME	37,000.00	12,626.58	24,373.42	34.13	37,500.00	9,459.57	28,040.43	25.23
6104 STAND-BY PAY	53,100.00	.00	53,100.00	.00	53,200.00	22,389.37	30,810.63	42.09
6107 PART TIME WA	85,000.00	40,921.60	44,078.40	48.14	98,000.00	42,557.97	55,442.03	43.43
TOTAL-6100 SALARY&WAGES	2,192,344.00	971,979.22	1,220,364.78	44.34	2,066,510.00	934,992.31	1,131,517.69	45.24
6120 GROUP INSURA	400,326.00	177,330.61	222,995.39	44.30	343,979.00	168,032.45	175,946.55	48.85
6121 IMRF-CITY %	276,694.00	115,834.59	160,859.41	41.86	259,056.00	111,545.32	147,510.68	43.06
6122 CITY FICA&ME	167,714.00	70,211.63	97,502.37	41.86	158,088.00	67,849.58	90,238.42	42.92
6126 WORKERS COMP	115,000.00	57,500.04	57,499.96	50.00	144,000.00	72,000.00	72,000.00	50.00
TOTAL-6119 BENEFIT COST	959,734.00	420,876.87	538,857.13	43.85	905,123.00	419,427.35	485,695.65	46.34
6205 MEMBERSHIP	15,000.00	12,317.55	2,682.45	82.12	31,500.00	29,888.55	1,611.45	94.88
6210 TRAINING	8,000.00	1,578.75	6,421.25	19.73	13,500.00	793.00	12,707.00	5.87
TOTAL-6200 EMPLOYEE DEV	23,000.00	13,896.30	9,103.70	60.42	45,000.00	30,681.55	14,318.45	68.18
6225 POSTAGE-SHIP	3,000.00	2,392.92	607.08	79.76	2,000.00	308.42	1,691.58	15.42
6230 OFFICE SUPPL	1,500.00	655.85	844.15	43.72	1,700.00	728.18	971.82	42.83
6233 VEHICLE & EQ	8,000.00	4,462.32	3,537.68	55.78	8,000.00	1,849.67	6,150.33	23.12
6237 COMMUNICATIO	3,000.00	.00	3,000.00	.00	53,000.00	84.60	52,915.40	.16
6240 MATERIALS	6,500.00	1,592.59	4,907.41	24.50	6,000.00	3,155.09	2,844.91	52.58
6241 FUEL	22,200.00	7,336.91	14,863.09	33.05	28,850.00	8,019.52	20,830.48	27.80
6245 ADS/NOTICES	.00	.00	.00	.00	.00	83.40	-83.40	.00
6250 PHONE	27,000.00	13,354.14	13,645.86	49.46	26,500.00	10,926.57	15,573.43	41.23
6255 CLOTHING & U	11,500.00	3,724.14	7,775.86	32.38	14,700.00	4,604.80	10,095.20	31.33
6259 MEALS & REFR	800.00	335.24	464.76	41.91	800.00	260.14	539.86	32.52
6260 UTILITIES	52,500.00	18,747.25	33,752.75	35.71	45,000.00	22,577.10	22,422.90	50.17
6261 SAFETY SUPPL	6,500.00	945.03	5,554.97	14.54	5,000.00	2,802.78	2,197.22	56.06
6264 GENERAL SUPP	123,500.00	66,867.73	56,632.27	54.14	139,000.00	57,464.50	81,535.50	41.34
6276 OTHER EQUIPM	10,000.00	.00	10,000.00	.00	20,000.00	.00	20,000.00	.00
6286 LANDFILL FEE	8,000.00	338.62	7,661.38	4.23	6,500.00	3,922.79	2,577.21	60.35
TOTAL-6214 COMMODITIES	284,000.00	120,752.74	163,247.26	42.52	357,050.00	116,787.56	240,262.44	32.71
6310 R&M-VEHICLE	8,000.00	4,770.78	3,229.22	59.63	10,500.00	2,924.77	7,575.23	27.85
6315 R&M-BUILDING	40,000.00	11,716.92	28,283.08	29.29	30,000.00	12,736.72	17,263.28	42.46
6322 R&M DISTRIBU	234,000.00	39,864.20	194,135.80	17.04	135,000.00	22,238.83	112,761.17	16.47
6340 R&M FIELD EQ	30,000.00	3,728.45	26,271.55	12.43	30,000.00	8,611.65	21,388.35	28.71
TOTAL-6300 REPAIR&MAINT	312,000.00	60,080.35	251,919.65	19.26	205,500.00	46,511.97	158,988.03	22.63
6355 PROFESSIONAL	301,612.00	132,099.39	169,512.61	43.80	292,650.00	51,648.80	241,001.20	17.65
6357 FORESTRY	150,000.00	46,956.79	103,043.21	31.30	135,000.00	60,473.64	74,526.36	44.80
6380 JULIE LOCATI	3,000.00	2,109.78	890.22	70.33	2,000.00	2,001.41	-1.41	100.07
TOTAL-6350 PROFESSIONAL	454,612.00	181,165.96	273,446.04	39.85	429,650.00	114,123.85	315,526.15	26.56

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FUND-21 ELECTRIC UTILITY
 1ST SUBTOTAL-6400 CAPITAL

ACCOUNT	CURRENT YEAR				PRIOR YEAR				
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%	
6410	CAPITAL SUPP	274,000.00	92,259.44	181,740.56	33.67	450,000.00	38,874.65	411,125.35	8.64
6411	ELEC POLES	150,500.00	12,637.49	137,862.51	8.40	215,000.00	5,307.02	209,692.98	2.47
6412	ELEC METERS	100,000.00	47,715.31	52,284.69	47.72	60,000.00	60,576.77	-576.77	100.96
6416	ELEC WIRE	334,500.00	77,706.81	256,793.19	23.23	295,000.00	11,261.86	283,738.14	3.82
6435	CAP CONTRACT	1,306,000.00	13,076.15	1,292,923.85	1.00	1,445,000.00	22,094.96	1,422,905.04	1.53
6450	VEHICLES	235,000.00	198,123.00	36,877.00	84.31	245,000.00	.00	245,000.00	.00
6452	TRANSFORMERS	454,000.00	29,200.37	424,799.63	6.43	165,000.00	17,796.02	147,203.98	10.79
6455	PRIVATE USE	110,000.00	.00	110,000.00	.00	.00	.00	.00	.00
TOTAL-6400	CAPITAL	2,964,000.00	470,718.57	2,493,281.43	15.88	2,875,000.00	155,911.28	2,719,088.72	5.42
6505	GENERAL LIAB	75,000.00	56,383.69	18,616.31	75.18	96,186.00	60,755.21	35,430.79	63.16
TOTAL-6500	INSURANCE	75,000.00	56,383.69	18,616.31	75.18	96,186.00	60,755.21	35,430.79	63.16
6601	PRINCIPAL	710,000.00	.00	710,000.00	.00	680,000.00	.00	680,000.00	.00
6602	INTEREST EXP	994,336.00	357,427.78	636,908.22	35.95	1,021,806.00	510,902.51	510,903.49	50.00
TOTAL-6600	DEBT SERVICE	1,704,336.00	357,427.78	1,346,908.22	20.97	1,701,806.00	510,902.51	1,190,903.49	30.02
6625	BAD DEBT EXP	60,000.00	24,202.05	35,797.95	40.34	60,000.00	27,772.96	32,227.04	46.29
6629	W&S METERING	-275,000.00	-137,499.96	-137,500.04	50.00	-275,570.00	-137,784.96	-137,785.04	50.00
6630	GF ADMINISTR	.00	.00	.00	.00	300,000.00	.00	300,000.00	.00
6708	PP-CAPACITY	25,444,162.00	13,339,669.30	12,104,492.70	52.43	25,347,825.00	12,426,025.74	12,921,799.26	49.02
6710	PP-ENERGY	13,750,000.00	4,901,628.41	8,848,371.59	35.65	13,842,807.00	6,437,674.31	7,405,132.69	46.51
6711	PJM TRANSMIS	3,185,000.00	1,959,225.86	1,225,774.14	61.51	2,450,000.00	1,372,898.37	1,077,101.63	56.04
6712	ANCILLARY SE	300,000.00	54,886.54	245,113.46	18.30	125,000.00	65,000.00	60,000.00	52.00
6720	STATE EXCISE	1,490,000.00	676,272.18	813,727.82	45.39	1,475,000.00	731,504.89	743,495.11	49.59
TOTAL-6700	OTHER EXPENS	43,954,162.00	20,818,384.38	23,135,777.62	47.36	43,325,062.00	20,923,091.31	22,401,970.69	48.29
TOTAL-21	ELECTRIC UTI	52,923,188.00	23,471,665.86	29,451,522.14	44.35	52,006,887.00	23,313,184.90	28,693,702.10	44.83

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FUND-30 WATER UTILITY
 1ST SUBTOTAL-6100 SALARY&WAGES

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6101 SALARIES&WAG	764,216.00	398,844.51	365,371.49	52.19	720,542.00	365,212.13	355,329.87	50.69
6102 OVERTIME	46,000.00	16,316.18	29,683.82	35.47	37,300.00	31,370.24	5,929.76	84.10
6103 DOUBLE TIME	30,000.00	16,608.67	13,391.33	55.36	29,000.00	16,024.33	12,975.67	55.26
6104 STAND-BY PAY	38,800.00	.00	38,800.00	.00	37,800.00	19,635.89	18,164.11	51.95
6107 PART TIME WA	4,500.00	.00	4,500.00	.00	8,200.00	980.00	7,220.00	11.95
TOTAL-6100 SALARY&WAGES	883,516.00	431,769.36	451,746.64	48.87	832,842.00	433,222.59	399,619.41	52.02
6120 GROUP INSURA	196,092.00	90,489.09	105,602.91	46.15	172,609.00	88,600.46	84,008.54	51.33
6121 IMRF-CITY %	115,415.00	53,494.21	61,920.79	46.35	108,523.00	53,265.74	55,257.26	49.08
6122 CITY FICA&ME	67,589.00	31,240.30	36,348.70	46.22	63,712.00	31,078.92	32,633.08	48.78
6126 WORKERS COMP	16,000.00	8,000.04	7,999.96	50.00	20,000.00	9,999.90	10,000.10	50.00
TOTAL-6119 BENEFIT COST	395,096.00	183,223.64	211,872.36	46.37	364,844.00	182,945.02	181,898.98	50.14
6202 MEAL ALLOWAN	500.00	202.67	297.33	40.53	300.00	282.57	17.43	94.19
6205 MEMBERSHIP	2,400.00	1,975.00	425.00	82.29	2,300.00	2,006.00	294.00	87.22
6210 TRAINING	4,000.00	1,044.75	2,955.25	26.12	4,500.00	893.00	3,607.00	19.84
6211 TRAVEL-MILES	1,000.00	.00	1,000.00	.00	1,300.00	697.15	602.85	53.63
TOTAL-6200 EMPLOYEE DEV	7,900.00	3,222.42	4,677.58	40.79	8,400.00	3,878.72	4,521.28	46.18
6215 RESOURCE MAT	600.00	271.00	329.00	45.17	1,000.00	.00	1,000.00	.00
6225 POSTAGE-SHIP	2,000.00	2,781.49	-781.49	139.07	2,000.00	533.72	1,466.28	26.69
6230 OFFICE SUPPL	1,500.00	689.54	810.46	45.97	1,500.00	637.00	863.00	42.47
6233 VEHICLE & EQ	6,500.00	6,658.09	-158.09	102.43	6,800.00	5,343.56	1,456.44	78.58
6240 MATERIALS	15,000.00	4,250.61	10,749.39	28.34	12,500.00	7,107.78	5,392.22	56.86
6241 FUEL	14,000.00	4,228.83	9,771.17	30.21	17,450.00	7,465.39	9,984.61	42.78
6249 PRODUCTION E	500,000.00	227,058.44	272,941.56	45.41	495,000.00	187,384.79	307,615.21	37.86
6250 PHONE	9,000.00	5,575.89	3,424.11	61.95	8,000.00	4,307.13	3,692.87	53.84
6255 CLOTHING & U	6,000.00	1,906.04	4,093.96	31.77	5,800.00	1,495.77	4,304.23	25.79
6258 CHEMICALS	145,000.00	63,788.31	81,211.69	43.99	135,000.00	61,722.90	73,277.10	45.72
6259 MEALS & REFR	1,000.00	366.17	633.83	36.62	900.00	269.53	630.47	29.95
6260 UTILITIES	16,000.00	6,256.21	9,743.79	39.10	15,500.00	5,318.54	10,181.46	34.31
6264 GENERAL SUPP	24,000.00	12,203.03	11,796.97	50.85	23,000.00	8,442.95	14,557.05	36.71
6268 WATER/SEWER	100,000.00	23,728.54	76,271.46	23.73	100,000.00	15,725.17	84,274.83	15.73
6272 FIRE HYDRANT	6,000.00	2,367.00	3,633.00	39.45	5,500.00	1,220.02	4,279.98	22.18
6276 OTHER EQUIPM	8,000.00	6,015.24	1,984.76	75.19	15,000.00	.00	15,000.00	.00
6281 PIPING & FIT	55,000.00	11,643.35	43,356.65	21.17	50,000.00	29,307.49	20,692.51	58.61
6286 LANDFILL FEE	5,000.00	338.62	4,661.38	6.77	5,000.00	3,922.78	1,077.22	78.46
TOTAL-6214 COMMODITIES	914,600.00	380,126.40	534,473.60	41.56	899,950.00	340,204.52	559,745.48	37.80
6310 R&M-VEHICLE	4,500.00	4,926.18	-426.18	109.47	3,800.00	1,996.01	1,803.99	52.53
6315 R&M-BUILDING	50,000.00	11,934.28	38,065.72	23.87	40,000.00	15,266.91	24,733.09	38.17
6340 R&M FIELD EQ	173,500.00	20,358.57	153,141.43	11.73	250,742.00	96,452.73	154,289.27	38.47
TOTAL-6300 REPAIR&MAINT	228,000.00	37,219.03	190,780.97	16.32	294,542.00	113,715.65	180,826.35	38.61
6355 PROFESSIONAL	215,680.00	19,473.59	196,206.41	9.03	145,490.00	28,457.84	117,032.16	19.56

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FUND-30 WATER UTILITY
 1ST SUBTOTAL-6350 PROFESSIONAL SERVICES

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6380 JULIE LOCATI	3,000.00	2,109.78	890.22	70.33	2,000.00	2,001.41	-1.41	100.07
TOTAL-6350 PROFESSIONAL	218,680.00	21,583.37	197,096.63	9.87	147,490.00	30,459.25	117,030.75	20.65
6435 CAP CONTRACT	695,000.00	269,993.39	425,006.61	38.85	1,095,000.00	.00	1,095,000.00	.00
6440 CAP ENGINEER	75,000.00	15,851.92	59,148.08	21.14	115,000.00	9,802.21	105,197.79	8.52
6450 VEHICLES	85,000.00	.00	85,000.00	.00	35,000.00	28,960.00	6,040.00	82.74
TOTAL-6400 CAPITAL	855,000.00	285,845.31	569,154.69	33.43	1,245,000.00	38,762.21	1,206,237.79	3.11
6505 GENERAL LIAB	34,000.00	25,392.48	8,607.52	74.68	43,910.00	30,377.60	13,532.40	69.18
TOTAL-6500 INSURANCE	34,000.00	25,392.48	8,607.52	74.68	43,910.00	30,377.60	13,532.40	69.18
6601 PRINCIPAL	742,521.00	207,464.36	535,056.64	27.94	722,277.00	202,373.40	519,903.60	28.02
6602 INTEREST EXP	194,192.00	98,392.95	95,799.05	50.67	210,739.00	106,633.66	104,105.34	50.60
6603 BOND FEES	.00	.00	.00	.00	175.00	.00	175.00	.00
TOTAL-6600 DEBT SERVICE	936,713.00	305,857.31	630,855.69	32.65	933,191.00	309,007.06	624,183.94	33.11
6625 BAD DEBT EXP	8,000.00	3,320.41	4,679.59	41.51	8,000.00	4,453.35	3,546.65	55.67
6629 W&S METERING	137,500.00	68,749.98	68,750.02	50.00	137,785.00	68,892.48	68,892.52	50.00
6630 GF ADMINISTR	455,000.00	227,500.02	227,499.98	50.00	439,398.00	219,699.00	219,699.00	50.00
TOTAL-6700 OTHER EXPENS	600,500.00	299,570.41	300,929.59	49.89	585,183.00	293,044.83	292,138.17	50.08
TOTAL-30 WATER UTILIT	5,074,005.00	1,973,809.73	3,100,195.27	38.90	5,355,352.00	1,775,617.45	3,579,734.55	33.16

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FUND-31 SEWER UTILITY
 1ST SUBTOTAL-6100 SALARY&WAGES

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6101 SALARIES&WAG	626,497.00	313,725.93	312,771.07	50.08	598,924.00	299,290.91	299,633.09	49.97
6102 OVERTIME	28,364.00	14,575.80	13,788.20	51.39	27,810.00	12,138.09	15,671.91	43.65
6103 DOUBLE TIME	18,524.00	11,723.60	6,800.40	63.29	17,700.00	9,099.64	8,600.36	51.41
6104 STAND-BY PAY	39,015.00	.00	39,015.00	.00	38,250.00	19,418.76	18,831.24	50.77
6107 PART TIME WA	28,656.00	9,573.75	19,082.25	33.41	28,094.00	10,163.22	17,930.78	36.18
TOTAL-6100 SALARY&WAGES	741,056.00	349,599.08	391,456.92	47.18	710,778.00	350,110.62	360,667.38	49.26
6120 GROUP INSURA	160,011.00	74,259.07	85,751.93	46.41	146,219.00	72,535.57	73,683.43	49.61
6121 IMRF-CITY %	93,538.00	42,876.56	50,661.44	45.84	89,841.00	42,337.78	47,503.22	47.13
6122 CITY FICA&ME	56,691.00	25,745.11	30,945.89	45.41	54,375.00	25,416.70	28,958.30	46.74
6126 WORKERS COMP	10,000.00	5,000.04	4,999.96	50.00	12,000.00	6,000.00	6,000.00	50.00
TOTAL-6119 BENEFIT COST	320,240.00	147,880.78	172,359.22	46.18	302,435.00	146,290.05	156,144.95	48.37
6205 MEMBERSHIP	250.00	.00	250.00	.00	250.00	.00	250.00	.00
6210 TRAINING	3,000.00	676.87	2,323.13	22.56	2,800.00	793.00	2,007.00	28.32
6211 TRAVEL-MILES	1,300.00	.00	1,300.00	.00	1,300.00	.00	1,300.00	.00
TOTAL-6200 EMPLOYEE DEV	4,550.00	676.87	3,873.13	14.88	4,350.00	793.00	3,557.00	18.23
6215 RESOURCE MAT	200.00	.00	200.00	.00	200.00	.00	200.00	.00
6230 OFFICE SUPPL	700.00	156.56	543.44	22.37	700.00	250.14	449.86	35.73
6238 LAB SUPPLIES	7,000.00	2,083.78	4,916.22	29.77	7,000.00	2,716.78	4,283.22	38.81
6240 MATERIALS	5,500.00	.00	5,500.00	.00	6,500.00	.00	6,500.00	.00
6241 FUEL	10,500.00	2,592.29	7,907.71	24.69	10,500.00	4,211.82	6,288.18	40.11
6248 REGULATORY F	15,500.00	.00	15,500.00	.00	15,500.00	.00	15,500.00	.00
6250 PHONE	59,550.00	31,953.70	27,596.30	53.66	59,550.00	25,834.50	33,715.50	43.38
6255 CLOTHING & U	3,600.00	2,173.89	1,426.11	60.39	3,500.00	1,768.54	1,731.46	50.53
6258 CHEMICALS	28,000.00	9,332.94	18,667.06	33.33	28,000.00	8,505.00	19,495.00	30.38
6260 UTILITIES	535,000.00	224,774.92	310,225.08	42.01	531,706.00	209,659.41	322,046.59	39.43
6261 SAFETY SUPPL	1,500.00	1,967.02	-467.02	131.13	1,500.00	100.89	1,399.11	6.73
6264 GENERAL SUPP	5,000.00	1,811.37	3,188.63	36.23	4,500.00	2,842.68	1,657.32	63.17
6268 WATER/SEWER	100,000.00	23,728.55	76,271.45	23.73	100,000.00	12,089.16	87,910.84	12.09
6276 OTHER EQUIPM	37,000.00	.00	37,000.00	.00	5,000.00	.00	5,000.00	.00
6286 LANDFILL FEE	120,350.00	48,032.85	72,317.15	39.91	120,350.00	55,041.82	65,308.18	45.73
TOTAL-6214 COMMODITIES	929,400.00	348,607.87	580,792.13	37.51	894,506.00	323,020.74	571,485.26	36.11
6310 R&M-VEHICLE	5,500.00	374.80	5,125.20	6.81	4,500.00	7,264.05	-2,764.05	161.42
6315 R&M-BUILDING	5,000.00	2,761.13	2,238.87	55.22	5,000.00	1,365.64	3,634.36	27.31
6340 R&M FIELD EQ	130,000.00	62,154.97	67,845.03	47.81	129,500.00	25,917.51	103,582.49	20.01
TOTAL-6300 REPAIR&MAINT	140,500.00	65,290.90	75,209.10	46.47	139,000.00	34,547.20	104,452.80	24.85
6355 PROFESSIONAL	55,000.00	6,907.99	48,092.01	12.56	55,000.00	29,016.00	25,984.00	52.76
6380 JULIE LOCATI	3,000.00	2,109.77	890.23	70.33	2,000.00	2,001.41	-1.41	100.07
TOTAL-6350 PROFESSIONAL	58,000.00	9,017.76	48,982.24	15.55	57,000.00	31,017.41	25,982.59	54.42
6435 CAP CONTRACT	1,115,260.00	1,000.00	1,114,260.00	.09	1,900,600.00	6,875.00	1,893,725.00	.36

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FUND-31 SEWER UTILITY
 1ST SUBTOTAL-6400 CAPITAL

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6440 CAP ENGINEER	1,580,000.00	714,149.83	865,850.17	45.20	1,555,000.00	197,360.21	1,357,639.79	12.69
6445 CAP EQUIPMEN	75,000.00	.00	75,000.00	.00	.00	.00	.00	.00
6450 VEHICLES	.00	.00	.00	.00	35,000.00	30,694.00	4,306.00	87.70
6473 SANITARY SEW	515,035.00	134,964.03	380,070.97	26.20	710,121.00	91,994.04	618,126.96	12.95
TOTAL-6400 CAPITAL	3,285,295.00	850,113.86	2,435,181.14	25.88	4,200,721.00	326,923.25	3,873,797.75	7.78
6505 GENERAL LIAB	34,000.00	25,392.48	8,607.52	74.68	43,910.00	30,377.60	13,532.40	69.18
TOTAL-6500 INSURANCE	34,000.00	25,392.48	8,607.52	74.68	43,910.00	30,377.60	13,532.40	69.18
6601 PRINCIPAL	779,355.00	.00	779,355.00	.00	766,518.00	.00	766,518.00	.00
6602 INTEREST EXP	92,480.00	42,301.25	50,178.75	45.74	108,816.00	49,959.35	58,856.65	45.91
TOTAL-6600 DEBT SERVICE	871,835.00	42,301.25	829,533.75	4.85	875,334.00	49,959.35	825,374.65	5.71
6625 BAD DEBT EXP	9,000.00	4,063.02	4,936.98	45.14	8,400.00	4,528.15	3,871.85	53.91
6629 W&S METERING	137,500.00	68,749.98	68,750.02	50.00	137,785.00	68,892.48	68,892.52	50.00
6630 GF ADMINISTR	485,000.00	242,500.02	242,499.98	50.00	446,784.00	223,392.00	223,392.00	50.00
TOTAL-6700 OTHER EXPENS	631,500.00	315,313.02	316,186.98	49.93	592,969.00	296,812.63	296,156.37	50.06
TOTAL-31 SEWER UTILIT	7,016,376.00	2,154,193.87	4,862,182.13	30.70	7,821,003.00	1,589,851.85	6,231,151.15	20.33

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FUND-33 FLOOD/BLDG PROJECTS FUND
 1ST SUBTOTAL-6214 COMMODITIES

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6248 REGULATORY F	1,250.00	250.00	1,000.00	20.00	1,250.00	250.00	1,000.00	20.00
TOTAL-6214 COMMODITIES	1,250.00	250.00	1,000.00	20.00	1,250.00	250.00	1,000.00	20.00
6355 PROFESSIONAL	160,000.00	.00	160,000.00	.00	93,975.00	29,905.00	64,070.00	31.82
6370 DRAINAGE MAI	89,920.00	18,675.75	71,244.25	20.77	74,655.00	9,581.07	65,073.93	12.83
TOTAL-6350 PROFESSIONAL	249,920.00	18,675.75	231,244.25	7.47	168,630.00	39,486.07	129,143.93	23.42
6470 DRAINAGE CAP	600,000.00	425.66	599,574.34	.07	154,835.00	13,066.25	141,768.75	8.44
TOTAL-6400 CAPITAL	600,000.00	425.66	599,574.34	.07	154,835.00	13,066.25	141,768.75	8.44
TOTAL-33 FLOOD/BLDG P	851,170.00	19,351.41	831,818.59	2.27	324,715.00	52,802.32	271,912.68	16.26

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FUND-41 FIRE STATION DEBT SERVICE
 1ST SUBTOTAL-6600 DEBT SERVICE

ACCOUNT	----- CURRENT YEAR -----				----- PRIOR YEAR -----			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6601 PRINCIPAL	525,000.00	.00	525,000.00	.00	500,000.00	.00	500,000.00	.00
6602 INTEREST EXP	183,450.00	91,725.00	91,725.00	50.00	203,450.00	101,725.00	101,725.00	50.00
TOTAL-6600 DEBT SERVICE	708,450.00	91,725.00	616,725.00	12.95	703,450.00	101,725.00	601,725.00	14.46
TOTAL-41 FIRE STATION	708,450.00	91,725.00	616,725.00	12.95	703,450.00	101,725.00	601,725.00	14.46

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FUND-42 DEERPATH BRIDGE REHAB
 1ST SUBTOTAL-6400 CAPITAL

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6440 CAP ENGINEER	.00	.00	.00	.00	.00	2,841.00	-2,841.00	.00
6465 LAND ACQUISI	.00	.00	.00	.00	23,000.00	12,500.00	10,500.00	54.35
6474 INFRASTRUCTU	551,520.00	11,542.26	539,977.74	2.09	.00	.00	.00	.00
TOTAL-6400 CAPITAL	551,520.00	11,542.26	539,977.74	2.09	23,000.00	15,341.00	7,659.00	66.70
TOTAL-42 DEERPATH BRI	551,520.00	11,542.26	539,977.74	2.09	23,000.00	15,341.00	7,659.00	66.70

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FUND-43 STREET IMP. NON-MFT
 1ST SUBTOTAL-6400 CAPITAL

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6435 CAP CONTRACT	15,000.00	.00	15,000.00	.00	.00	8,011.61	-8,011.61	.00
6465 LAND ACQUISI	448,000.00	.00	448,000.00	.00	.00	.00	.00	.00
6471 STREET MAINT	2,125,000.00	127,528.70	1,997,471.30	6.00	125,000.00	.00	125,000.00	.00
6474 INFRASTRUCTU	940,000.00	12,383.85	927,616.15	1.32	678,610.00	50,426.28	628,183.72	7.43
TOTAL-6400 CAPITAL	3,528,000.00	139,912.55	3,388,087.45	3.97	803,610.00	58,437.89	745,172.11	7.27
7018 TO STREET IM	.00	.00	.00	.00	.00	30,940.50	-30,940.50	.00
7042 TO DEERPATH	86,427.00	.00	86,427.00	.00	4,600.00	6,000.00	-1,400.00	130.43
TOTAL-7000 INTERFUND	86,427.00	.00	86,427.00	.00	4,600.00	36,940.50	-32,340.50	803.05
TOTAL-43 STREET IMP.	3,614,427.00	139,912.55	3,474,514.45	3.87	808,210.00	95,378.39	712,831.61	11.80

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FUND-45 SAFE ROUTES TO SCHOOL
 1ST SUBTOTAL-6400 CAPITAL

ACCOUNT	----- CURRENT YEAR -----				----- PRIOR YEAR -----			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6435 CAP CONTRACT	.00	.00	.00	.00	.00	13,834.81	-13,834.81	.00
6474 INFRASTRUCTU	89,868.00	2,904.50	86,963.50	3.23	113,643.00	547.30	113,095.70	.48
TOTAL-6400 CAPITAL	89,868.00	2,904.50	86,963.50	3.23	113,643.00	14,382.11	99,260.89	12.66
TOTAL-45 SAFE ROUTES	89,868.00	2,904.50	86,963.50	3.23	113,643.00	14,382.11	99,260.89	12.66

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FUND-48 CITY HALL CAPITAL IMPROVE
 1ST SUBTOTAL-6400 CAPITAL

ACCOUNT	----- CURRENT YEAR -----				----- PRIOR YEAR -----			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6472 BUILDING IMP	654,500.00	17,348.40	637,151.60	2.65	601,300.00	38,830.00	562,470.00	6.46
TOTAL-6400 CAPITAL	654,500.00	17,348.40	637,151.60	2.65	601,300.00	38,830.00	562,470.00	6.46
TOTAL-48 CITY HALL CA	654,500.00	17,348.40	637,151.60	2.65	601,300.00	38,830.00	562,470.00	6.46

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FUND-56 DONOVAN BRIDGE DS
 1ST SUBTOTAL-6600 DEBT SERVICE

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6601 PRINCIPAL	120,000.00	.00	120,000.00	.00	120,000.00	.00	120,000.00	.00
6602 INTEREST EXP	28,426.00	14,212.50	14,213.50	50.00	30,826.00	15,412.50	15,413.50	50.00
TOTAL-6600 DEBT SERVICE	148,426.00	14,212.50	134,213.50	9.58	150,826.00	15,412.50	135,413.50	10.22
TOTAL-56 DONOVAN BRID	148,426.00	14,212.50	134,213.50	9.58	150,826.00	15,412.50	135,413.50	10.22

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FUND-62 FIRE 2% FUND
 1ST SUBTOTAL-6200 EMPLOYEE DEVELOPMENT

ACCOUNT	----- CURRENT YEAR -----				----- PRIOR YEAR -----			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6207 EMPLOYEE REC	.00	5,720.86	-5,720.86	.00	.00	.00	.00	.00
6210 TRAINING	.00	754.00	-754.00	.00	.00	.00	.00	.00
TOTAL-6200 EMPLOYEE DEV	.00	6,474.86	-6,474.86	.00	.00	.00	.00	.00
6246 COMMUNITY RE	.00	286.11	-286.11	.00	.00	.00	.00	.00
6255 CLOTHING & U	.00	882.96	-882.96	.00	.00	.00	.00	.00
6259 MEALS & REFR	.00	1,538.30	-1,538.30	.00	.00	.00	.00	.00
6264 GENERAL SUPP	.00	23,914.96	-23,914.96	.00	.00	.00	.00	.00
TOTAL-6214 COMMODITIES	.00	26,622.33	-26,622.33	.00	.00	.00	.00	.00
6505 GENERAL LIAB	.00	12,264.00	-12,264.00	.00	.00	.00	.00	.00
TOTAL-6500 INSURANCE	.00	12,264.00	-12,264.00	.00	.00	.00	.00	.00
TOTAL-62 FIRE 2% FUND	.00	45,361.19	-45,361.19	.00	.00	.00	.00	.00

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FUND-71 PW CAPITAL DEVL
 1ST SUBTOTAL-6400 CAPITAL

ACCOUNT	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6450 VEHICLES	485,000.00	305,565.62	179,434.38	63.00	432,451.00	40,575.20	391,875.80	9.38
TOTAL-6400 CAPITAL	485,000.00	305,565.62	179,434.38	63.00	432,451.00	40,575.20	391,875.80	9.38
TOTAL-71 PW CAPITAL D	485,000.00	305,565.62	179,434.38	63.00	432,451.00	40,575.20	391,875.80	9.38

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FUND-72 FIRE CAPITAL DEVL
 1ST SUBTOTAL-6400 CAPITAL

ACCOUNT	----- CURRENT YEAR -----				----- PRIOR YEAR -----			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
6450 VEHICLES	39,000.00	.00	39,000.00	.00	497,000.00	486,974.92	10,025.08	97.98
TOTAL-6400 CAPITAL	39,000.00	.00	39,000.00	.00	497,000.00	486,974.92	10,025.08	97.98
TOTAL-72 FIRE CAPITAL	39,000.00	.00	39,000.00	.00	497,000.00	486,974.92	10,025.08	97.98
TOTAL REPORT	105,236,245.00	43,679,207.91	61,557,037.09	41.51	103,171,923.00	40,364,168.22	62,807,754.78	39.12

Open Investments

City of Batavia

6/30/2016

CUSIP	Invest Number	Security Description	Purchase Date	Yield Matur	Ending Amor Val/Cost
Petty Cash	AR-0015	Cash	01/01/13	0.0000	550.00
	15-0006	Certificate of Deposit 0.35 07/23/16	01/23/15	0.3500	500,000.00
	15-0003	Certificate of Deposit 0.55 08/22/16	02/20/15	0.5500	250,000.00
	14-0026	Certificate of Deposit 0.707 09/19/16	09/19/14	0.7070	246,500.00
	15-0036	Certificate of Deposit 0.557 09/20/16	09/21/15	0.5570	248,600.00
	15-0039	Certificate of Deposit 0.541 10/25/16	10/26/15	0.5410	248,600.00
	15-0041	Certificate of Deposit 0.46 10/26/16	10/26/15	0.4600	1,000,000.00
	15-0016	Certificate of Deposit 0.40 11/09/16	05/05/15	0.4000	500,000.00
	14-0032	Certificate of Deposit 0.80 12/07/16	12/08/14	0.8000	246,000.00
	15-0015	Certificate of Deposit 0.653 05/01/17	04/30/15	0.6530	246,700.00
	15-0020	Certificate of Deposit 1.061 06/28/18	06/28/15	1.0610	242,000.00
3133ECMM3	16-0006	Federal Farm Credit Bank 0.60 04/25/17	03/17/16	0.7109	499,390.00
313379FW4	15-0042	FHLB 1.00 06/09/17	12/07/15	0.8499	200,448.00
313379FW4	16-0001	FHLB 1.00 06/09/17	03/10/16	0.7988	501,245.00
3130A7JH9	16-0010	FHLB 1.125 09/07/18	04/08/16	1.1250	300,000.00
3130A7EQ4	16-0003	FHLB 0.75 03/23/20	03/23/16	2.1925	250,000.00
3134G74N8	15-0033	FHLMC 0.70 08/18/17	03/31/16	0.7000	500,000.00
EJ4493353	13-0014	FHLMC 1.00 11/28/17	09/13/13	1.6638	243,281.25
3134G8TQ2	16-0011	FHLMC 1.125 10/11/18	04/11/16	1.1250	150,000.00
Private Bank	AR-0009	Money Market	03/18/03	0.1000	246,871.36
Harris-Concentraton	AR-0012	Money Market	05/02/11	0.0000	2,276,588.16
Harris Custody - Gov Fund	AR-0014	NOW-Other MM Funds	05/27/11	0.0000	125,565.59
371-893-9 PMA Harris	AR-0016	NOW-Other MM Funds	09/03/13	0.0000	27,312.12
E-Pay Building Permits	AR-0018	NOW-Other MM Funds	11/30/15	0.0000	19,363.86
Illinois Funds	AR-0001	State Pool	03/26/02	0.0150	6,584,059.66
10 - General Total				0.3155	15,653,075.00
Private Bank	AR-0009	Money Market	03/18/03	0.1000	0.00
Harris-Concentraton	AR-0012	Money Market	05/02/11	0.0000	455,248.75
Illinois Funds	AR-0001	State Pool	03/26/02	0.0150	0.00
11 - TIF District #1 Total				0.0001	455,248.75
Private Bank	AR-0009	Money Market	03/18/03	0.1000	0.00
Harris-Concentraton	AR-0012	Money Market	05/02/11	0.0000	153,586.86
Illinois Funds	AR-0001	State Pool	03/26/02	0.0150	0.00
12 - TIF District #3 Total				0.0003	153,586.86
	15-0006	Certificate of Deposit 0.35 07/23/16	01/23/15	0.3500	250,000.00
	15-0003	Certificate of Deposit 0.55 08/22/16	02/20/15	0.5500	250,000.00
Private Bank	AR-0009	Money Market	03/18/03	0.1000	0.00
Harris-Concentraton	AR-0012	Money Market	05/02/11	0.0000	26,163.50
837681EC5	15-0014	Municipal Bond 2.00 12/15/16	05/15/15	0.7000	219,392.45
Harris Custody - Gov Fund	AR-0014	NOW-Other MM Funds	05/27/11	0.0000	5,790.88
371-893-9 PMA Harris	AR-0016	NOW-Other MM Funds	09/03/13	0.0000	6,737.58
Illinois Funds	AR-0001	State Pool	03/26/02	0.0150	0.00
15 - Health Insurance Total				0.4999	758,084.41
Private Bank	AR-0009	Money Market	03/18/03	0.1000	0.00
Harris-Concentraton	AR-0012	Money Market	05/02/11	0.0000	0.00
Motor Fuel Tax 209-010-8	AR-0017	Money Market	06/01/15	0.0000	1,682,486.20

Open Investments

City of Batavia

6/30/2016

371-893-9 PMA Harris	AR-0016	NOW-Other MM Funds		09/03/13	0.0000	0.00
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	0.00
18 - Street Improvement/MFT Total					0.0000	1,682,486.20
	15-0006	Certificate of Deposit 0.35	07/23/16	01/23/15	0.3500	250,000.00
3130A5UJ6	15-0019	FHLB 0.80	07/28/17	07/28/15	0.8000	500,000.00
Private Bank	AR-0009	Money Market		03/18/03	0.1000	0.00
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	344,362.96
Harris Custody - Gov Fund	AR-0014	NOW-Other MM Funds		05/27/11	0.0000	4,000.00
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	1,029,595.33
20 - Workers Compensation Total					0.2388	2,127,958.29
02587DSV1	13-0011	DTC Certificates of Deposit 1.15	09/06/16	09/06/13	1.1043	248,333.38
3133EA4G0	12-0015	Agency Note 0.70	04/11/17	10/19/12	0.7091	1,699,320.00
Petty Cash	AR-0015	Cash		01/01/13	0.0000	350.00
	15-0022	Certificate of Deposit 0.612	08/01/16	08/01/15	0.6120	248,400.00
	16-0008	Certificate of Deposit 0.30	09/28/16	04/01/16	0.3000	1,000,000.00
	15-0024	Certificate of Deposit 0.30	10/03/16	10/01/15	0.3000	1,000,000.00
	14-0029	Certificate of Deposit 0.64	10/23/16	10/23/14	0.6400	2,000,000.00
	15-0040	Certificate of Deposit 0.46	10/26/16	10/26/15	0.4600	2,000,000.00
	15-0016	Certificate of Deposit 0.40	11/09/16	05/05/15	0.4000	500,000.00
	15-0043	Certificate of Deposit 0.73	12/07/16	12/08/15	0.7300	248,100.00
	15-0025	Certificate of Deposit 0.45	04/03/17	10/01/15	0.4500	1,000,000.00
	15-0034	Certificate of Deposit 0.798	09/05/17	06/30/16	0.7980	246,000.00
	15-0026	Certificate of Deposit 0.65	10/03/17	10/01/15	0.6500	1,000,000.00
	15-0038	Certificate of Deposit 0.80	10/16/17	10/21/15	0.8000	246,000.00
3133EFKLO	15-0031	Federal Farm Credit Bank 0.84	01/22/18	10/22/15	0.8400	500,000.00
3133ECPK4	15-0032	Federal Farm Credit Bank 1.30	05/15/19	10/30/15	1.3000	600,000.00
313379FW4	15-0042	FHLB 1.00	06/09/17	12/07/15	0.8499	50,112.00
3130A5MW6	15-0017	FHLB 0.50	06/30/17	06/30/15	0.9975	500,000.00
3130A5UJ6	15-0019	FHLB 0.80	07/28/17	07/28/15	0.8000	500,000.00
3130A7FL4	16-0002	FHLB 1.00	03/23/18	03/23/16	1.0000	500,000.00
3130A6K89	15-0044	FHLB 1.05	10/05/18	10/05/15	1.0500	500,000.00
3130A7FH3	16-0009	FHLB 1.375	09/30/19	03/30/16	1.3750	500,000.00
3134G74N8	15-0033	FHLMC 0.70	08/18/17	03/31/16	0.7000	300,000.00
3134G7S69	16-0007	FHLMC 0.75	10/27/17	03/21/16	0.8761	573,850.00
3134G7XS5	15-0029	FHLMC 1.10	03/30/18	09/30/15	1.1000	500,000.00
3134G8TQ2	16-0011	FHLMC 1.125	10/11/18	04/11/16	1.1250	100,000.00
Private Bank	AR-0009	Money Market		03/18/03	0.1000	192,909.82
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	3,419,751.42
Harris Custody - Gov Fund	AR-0014	NOW-Other MM Funds		05/27/11	0.0000	147,148.61
371-893-9 PMA Harris	AR-0016	NOW-Other MM Funds		09/03/13	0.0000	518,794.61
E-Pay Building Permits	AR-0018	NOW-Other MM Funds		11/30/15	0.0000	3,007.85
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	0.00
912828J92	16-0005	Treasury Note 0.50	03/31/17	03/17/16	0.7000	498,967.16
21 - Electric Total					0.5595	21,341,044.85
	15-0006	Certificate of Deposit 0.35	07/23/16	01/23/15	0.3500	500,000.00
	14-0016	Certificate of Deposit 0.661	07/29/16	07/30/14	0.6610	246,700.00
	15-0003	Certificate of Deposit 0.55	08/22/16	02/20/15	0.5500	250,000.00
3130A6K71	15-0030	FHLB 0.73	10/05/17	10/05/15	0.7300	250,000.00

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3130A7JH9	16-0010	FHLB 1.125	09/07/18	04/08/16	1.1250	200,000.00
3130A7EQ4	16-0003	FHLB 0.75	03/23/20	03/23/16	2.1925	250,000.00
Private Bank	AR-0009	Money Market		03/18/03	0.1000	3,518.45
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	1,166,688.54
Harris Custody - Gov Fund	AR-0014	NOW-Other MM Funds		05/27/11	0.0000	9,630.10
371-893-9 PMA Harris	AR-0016	NOW-Other MM Funds		09/03/13	0.0000	4,410.03
E-Pay Building Permits	AR-0018	NOW-Other MM Funds		11/30/15	0.0000	300.00
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	150,204.55
30 - Water Total					0.4764	3,031,451.67
	15-0006	Certificate of Deposit 0.35	07/23/16	01/23/15	0.3500	250,000.00
	15-0003	Certificate of Deposit 0.55	08/22/16	02/20/15	0.5500	250,000.00
Private Bank	AR-0009	Money Market		03/18/03	0.1000	0.00
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	1,904,623.14
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	225,394.29
31 - Wastewater Total					0.0880	2,630,017.43
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	396,401.43
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	0.00
33 - Drainage Projects Total					0.0000	396,401.43
Private Bank	AR-0009	Money Market		03/18/03	0.1000	0.00
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	621,625.90
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	0.00
41 - Fire Station Debt Service Total					0.0001	621,625.90
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	9,549.34
42 - Deerpath Bridge Rehab Total					0.0000	9,549.34
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	782,674.81
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	0.00
43 - Street Imp/Non-MFT Total					0.0000	782,674.81
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	-12,559.13
45 - Safe Routes to School Projects Total					0.0000	-12,559.13
	15-0006	Certificate of Deposit 0.35	07/23/16	01/23/15	0.3500	250,000.00
Private Bank	AR-0009	Money Market		03/18/03	0.1000	254,891.91
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	469,844.99
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	0.00
48 - City Hall Capital Improvements Total					0.1169	974,736.90
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	0.00
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	0.00
55 - Flood Control DS Total					0.0150	0.00
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	64,545.90
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	0.00
56 - Bridge Bonds DS Total					0.0001	64,545.90
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	113,791.68
E-Pay Building Permits	AR-0018	NOW-Other MM Funds		11/30/15	0.0000	204.00
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	0.00
61 - Trust & Agency Total					0.0000	113,995.68
	16-0012	Certificate of Deposit 0.40	09/06/17	03/06/16	0.4000	13,024.97
2% Fund Checking	AR-0019	Money Market		01/01/16	0.0000	25,973.60
2% Fund Savings	AR-0020	Money Market		01/01/16	0.0000	36,665.59
62 - 2% Fund Total					0.0690	75,664.16

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Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	4,122.94
63 - SSA #57 Total					0.0000	4,122.94
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	0.00
Harris CDAP	AR-0013	Money Market		06/01/11	0.0000	290,944.63
64 - CDAP Total					0.0000	290,944.63
	15-0035	Certificate of Deposit	0.76 09/16/16	09/16/15	0.7600	248,100.00
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	-3,358.41
371-893-9 PMA Harris	AR-0016	NOW-Other MM Funds		09/03/13	0.0000	2,907.10
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	0.00
71 - Public Works Capital Dev. Total					0.7614	247,648.69
	14-0027	Certificate of Deposit	1.149 09/19/17	09/19/14	1.1490	241,600.00
3134G74N8	15-0033	FHLMC	0.70 08/18/17	03/31/16	0.7000	200,000.00
Harris-Concentraton	AR-0012	Money Market		05/02/11	0.0000	267,064.30
Harris Custody - Gov Fund	AR-0014	NOW-Other MM Funds		05/27/11	0.0000	350.00
371-893-9 PMA Harris	AR-0016	NOW-Other MM Funds		09/03/13	0.0000	8,408.42
Illinois Funds	AR-0001	State Pool		03/26/02	0.0150	0.00
72 - Fire Dept. Capital Dev. Total					0.5858	717,422.72
Combined Port Total						
02587DSV1	13-0011	DTC Certificates of Deposit	1.15 09/06/16	09/06/13	1.1043	248,333.38
3133EA4G0	12-0015	Agency Note	0.70 04/11/17	10/19/12	0.7091	1,699,320.00
Petty Cash	AR-0015	Cash		01/01/13	0.0000	900.00
	15-0006	Certificate of Deposit	0.35 07/23/16	01/23/15	0.3500	2,000,000.00
	14-0016	Certificate of Deposit	0.661 07/29/16	07/30/14	0.6610	246,700.00
	15-0022	Certificate of Deposit	0.612 08/01/16	08/01/15	0.6120	248,400.00
	15-0003	Certificate of Deposit	0.55 08/22/16	02/20/15	0.5500	1,000,000.00
	15-0035	Certificate of Deposit	0.76 09/16/16	09/16/15	0.7600	248,100.00
	14-0026	Certificate of Deposit	0.707 09/19/16	09/19/14	0.7070	246,500.00
	15-0036	Certificate of Deposit	0.557 09/20/16	09/21/15	0.5570	248,600.00
	16-0008	Certificate of Deposit	0.30 09/28/16	04/01/16	0.3000	1,000,000.00
	15-0024	Certificate of Deposit	0.30 10/03/16	10/01/15	0.3000	1,000,000.00
	14-0029	Certificate of Deposit	0.64 10/23/16	10/23/14	0.6400	2,000,000.00
	15-0039	Certificate of Deposit	0.541 10/25/16	10/26/15	0.5410	248,600.00
	15-0041	Certificate of Deposit	0.46 10/26/16	10/26/15	0.4600	1,000,000.00
	15-0040	Certificate of Deposit	0.46 10/26/16	10/26/15	0.4600	2,000,000.00
	15-0016	Certificate of Deposit	0.40 11/09/16	05/05/15	0.4000	1,000,000.00
	15-0043	Certificate of Deposit	0.73 12/07/16	12/08/15	0.7300	248,100.00
	14-0032	Certificate of Deposit	0.80 12/07/16	12/08/14	0.8000	246,000.00
	15-0025	Certificate of Deposit	0.45 04/03/17	10/01/15	0.4500	1,000,000.00
	15-0015	Certificate of Deposit	0.653 05/01/17	04/30/15	0.6530	246,700.00
	15-0034	Certificate of Deposit	0.798 09/05/17	06/30/16	0.7980	246,000.00
	16-0012	Certificate of Deposit	0.40 09/06/17	03/06/16	0.4000	13,024.97
	14-0027	Certificate of Deposit	1.149 09/19/17	09/19/14	1.1490	241,600.00
	15-0026	Certificate of Deposit	0.65 10/03/17	10/01/15	0.6500	1,000,000.00
	15-0038	Certificate of Deposit	0.80 10/16/17	10/21/15	0.8000	246,000.00
	15-0020	Certificate of Deposit	1.061 06/28/18	06/28/15	1.0610	242,000.00
3133ECMM3	16-0006	Federal Farm Credit Bank	0.60 04/25/17	03/17/16	0.7109	499,390.00
3133EFKLO	15-0031	Federal Farm Credit Bank	0.84 01/22/18	10/22/15	0.8400	500,000.00

Open Investments

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3133ECPK4	15-0032	Federal Farm Credit Bank	1.30	05/15/19	10/30/15	1.3000	600,000.00
313379FW4	16-0001	FHLB	1.00	06/09/17	03/10/16	0.7988	501,245.00
313379FW4	15-0042	FHLB	1.00	06/09/17	12/07/15	0.8499	250,560.00
3130A5MW6	15-0017	FHLB	0.50	06/30/17	06/30/15	0.9975	500,000.00
3130A5UJ6	15-0019	FHLB	0.80	07/28/17	07/28/15	0.8000	1,000,000.00
3130A6K71	15-0030	FHLB	0.73	10/05/17	10/05/15	0.7300	250,000.00
3130A7FL4	16-0002	FHLB	1.00	03/23/18	03/23/16	1.0000	500,000.00
3130A7JH9	16-0010	FHLB	1.125	09/07/18	04/08/16	1.1250	500,000.00
3130A6K89	15-0044	FHLB	1.05	10/05/18	10/05/15	1.0500	500,000.00
3130A7FH3	16-0009	FHLB	1.375	09/30/19	03/30/16	1.3750	500,000.00
3130A7EQ4	16-0003	FHLB	0.75	03/23/20	03/23/16	2.1925	500,000.00
3134G74N8	15-0033	FHLMC	0.70	08/18/17	03/31/16	0.7000	1,000,000.00
3134G7S69	16-0007	FHLMC	0.75	10/27/17	03/21/16	0.8761	573,850.00
EJ4493353	13-0014	FHLMC	1.00	11/28/17	09/13/13	1.6638	243,281.25
3134G7XS5	15-0029	FHLMC	1.10	03/30/18	09/30/15	1.1000	500,000.00
3134G8TQ2	16-0011	FHLMC	1.125	10/11/18	04/11/16	1.1250	250,000.00
Harris-Concentraton	AR-0012	Money Market			05/02/11	0.0000	12,460,717.08
Motor Fuel Tax 209-010-8	AR-0017	Money Market			06/01/15	0.0000	1,682,486.20
Private Bank	AR-0009	Money Market			03/18/03	0.1000	698,191.54
Harris CDAP	AR-0013	Money Market			06/01/11	0.0000	290,944.63
2% Fund Checking	AR-0019	Money Market			01/01/16	0.0000	25,973.60
2% Fund Savings	AR-0020	Money Market			01/01/16	0.0000	36,665.59
837681EC5	15-0014	Municipal Bond	2.00	12/15/16	05/15/15	0.7000	219,392.45
E-Pay Building Permits	AR-0018	NOW-Other MM Funds			11/30/15	0.0000	22,875.71
Harris Custody - Gov Fund	AR-0014	NOW-Other MM Funds			05/27/11	0.0000	292,485.18
371-893-9 PMA Harris	AR-0016	NOW-Other MM Funds			09/03/13	0.0000	568,569.86
Illinois Funds	AR-0001	State Pool			03/26/02	0.0150	7,989,253.83
912828J92	16-0005	Treasury Note	0.50	03/31/17	03/17/16	0.7000	498,967.16
Combined Port Total						0.3878	52,119,727.43

Portfolio Composition

City of Batavia

Unamortized Book Value

Receipts in Period

06/30/16 - 06/30/16

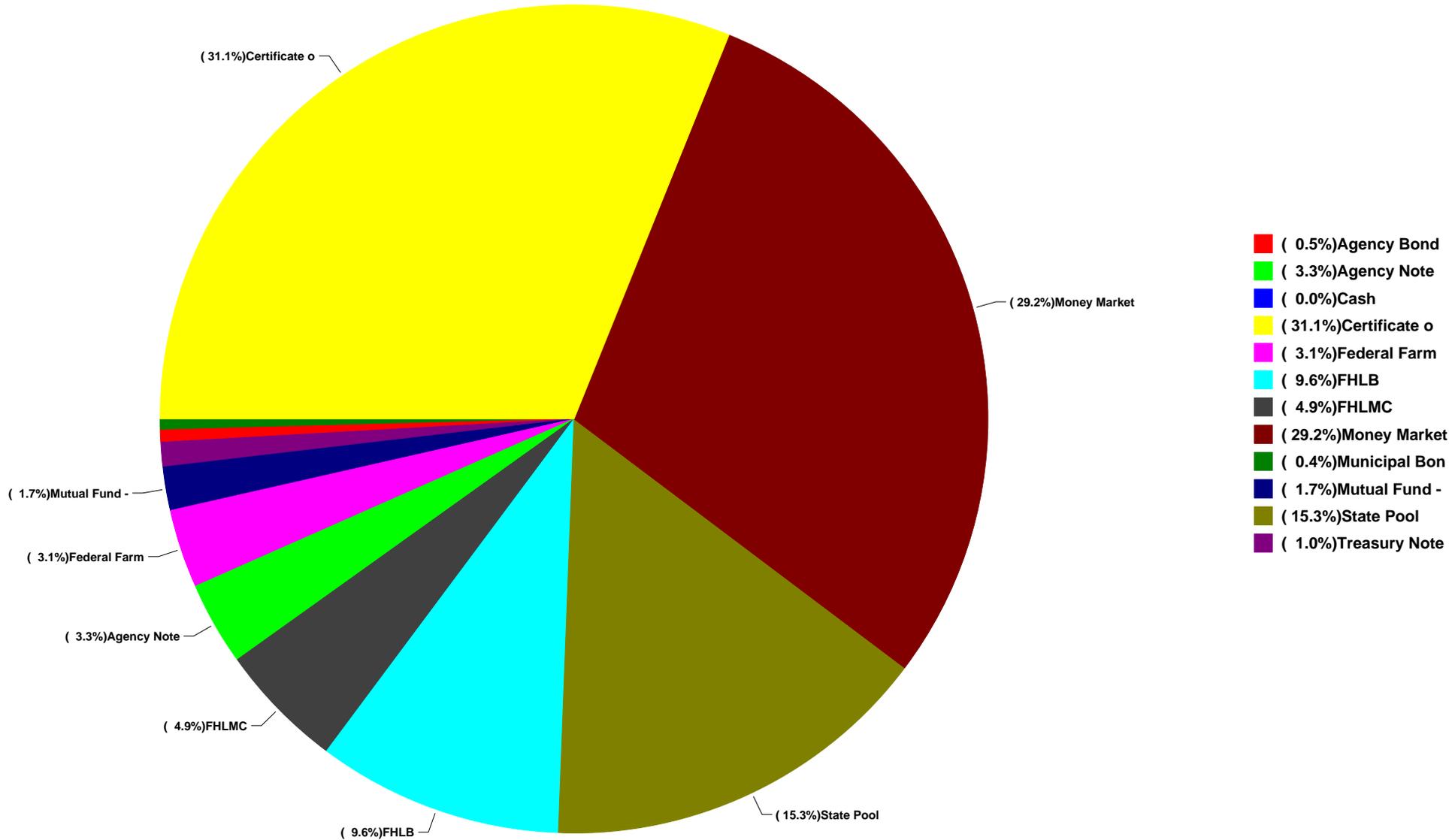
Security	06/30/16
Description	06/30/16

Combined Port	
Agency Bond	248,333.38
Agency Note	1,699,320.00
Cash	900.00
Certificate o	16,216,324.97
Federal Farm	1,599,390.00
FHLB	5,001,805.00
FHLMC	2,567,131.25
Money Market	15,194,978.65
Municipal Bon	219,392.45
Mutual Fund -	883,930.75
State Pool	7,989,253.83
Treasury Note	<u>498,967.16</u>
Port Total	<u>52,119,727.44</u>

Combined Port	
Agency Bond	0.4765
Agency Note	3.2604
Cash	0.0017
Certificate o	31.1136
Federal Farm	3.0687
FHLB	9.5968
FHLMC	4.9255
Money Market	29.1540
Municipal Bon	0.4209
Mutual Fund -	1.6960
State Pool	15.3287
Treasury Note	<u>0.9573</u>
Port Total	<u>100.0000</u>

Portfolio Composition
City of Batavia
Unamortized Book Value
Receipts in Period
06/30/16 - 06/30/16

Portfolio Total: \$52,119,727



Institution Policy Compliance

City of Batavia

Effective Interest - Actual Life

Receipts in Period

6/30/2016

CUSIP	Invest Number	Security Description	Purchase Date	Par Val/Shares SafeKept
2 - Harris Bank Batavia	Harris-Concentraton	AR-0012 Money Market	05/02/11	12460717.08
	Harris CDAP	AR-0013 Money Market	06/01/11	290932.71
	Motor Fuel Tax 209-010-8	AR-0017 Money Market	06/01/15	1682486.2
	Money Market Total			14434135.99
	Harris Custody - Gov Fund	AR-0014 NOW-Other MM Funds	05/27/11	292485.18
	Mutual Fund - Money Market Total			292485.18
	2 - Harris Bank Batavia Total			14726621.17
			30.02/40.00	
3 - Illinois Funds	E-Pay Building Permits	AR-0018 NOW-Other MM Funds	11/30/15	22875.71
	Mutual Fund - Money Market Total			22875.71
	Illinois Funds	AR-0001 State Pool	03/26/02	6519452.85
	State Pool Total			6519452.85
				6542328.56
				13.34/40.00
5 - Private Bank	14-0029	Certificate of Deposit 0.64 10/23/16	10/23/14	2000000
	15-0003	Certificate of Deposit 0.55 08/22/16	02/20/15	1000000
	15-0006	Certificate of Deposit 0.35 07/23/16	01/23/15	2000000
	15-0016	Certificate of Deposit 0.40 11/09/16	05/05/15	1000000
	15-0024	Certificate of Deposit 0.30 10/03/16	10/01/15	1000000
	15-0025	Certificate of Deposit 0.45 04/03/17	10/01/15	1000000
	15-0026	Certificate of Deposit 0.65 10/03/17	10/01/15	1000000
	15-0040	Certificate of Deposit 0.46 10/26/16	10/26/15	2000000
	15-0041	Certificate of Deposit 0.46 10/26/16	10/26/15	1000000
	16-0008	Certificate of Deposit 0.30 09/28/16	04/01/16	1000000
	Certificate of Deposit Total			13000000
	Private Bank	AR-0009 Money Market	03/18/03	698191.55
	Money Market Total			698191.55

	5 - Private Bank Total					13698191.55
	Compliance Check					27.92/40.00
6 - Fifth Third	3133EA4G0	12-0015	Agency Note 0.70 04/11/17	10/19/12	0	
	Agency Note Total				0	
	3130A5MW6	15-0017	FHLB 0.50 06/30/17	06/30/15	0	
	3130A5UJ6	15-0019	FHLB 0.80 07/28/17	07/28/15	0	
	3130A6K71	15-0030	FHLB 0.73 10/05/17	10/05/15	0	
	313379FW4	15-0042	FHLB 1.00 06/09/17	12/07/15	0	
	3130A6K89	15-0044	FHLB 1.05 10/05/18	10/05/15	0	
	313379FW4	16-0001	FHLB 1.00 06/09/17	03/10/16	0	
	3130A7FL4	16-0002	FHLB 1.00 03/23/18	03/23/16	0	
	3130A7EQ4	16-0003	FHLB 0.75 03/23/20	03/23/16	0	
	3130A7FH3	16-0009	FHLB 1.375 09/30/19	03/30/16	0	
	3130A7JH9	16-0010	FHLB 1.125 09/07/18	04/08/16	0	
	FHLB Total				0	
	EJ4493353	13-0014	FHLMC 1.00 11/28/17	09/13/13	0	
	3134G7XS5	15-0029	FHLMC 1.10 03/30/18	09/30/15	0	
	3134G74N8	15-0033	FHLMC 0.70 08/18/17	03/31/16	0	
	3134G7S69	16-0007	FHLMC 0.75 10/27/17	03/21/16	0	
	3134G8TQ2	16-0011	FHLMC 1.125 10/11/18	04/11/16	0	
	FHLMC Total				0	
	837681EC5	15-0014	Municipal Bond 2.00 12/15/16	05/15/15	0	
	Municipal Bond Total				0	
	912828J92	16-0005	Treasury Note 0.50 03/31/17	03/17/16	0	
	Treasury Note Total				0	
	6 - Fifth Third Total				0	
	Compliance Check					0.00/100.00
9 - PMA-Harris	02587DSV1	13-0011	DTC Certificates of Deposit 1.15 09/06/16	09/06/13	248000	
	Agency Bond Total				248000	
		14-0016	Certificate of Deposit 0.661 07/29/16	07/30/14	246700	
		14-0026	Certificate of Deposit 0.707 09/19/16	09/19/14	246500	
		14-0027	Certificate of Deposit 1.149 09/19/17	09/19/14	241600	
		14-0032	Certificate of Deposit 0.80 12/07/16	12/08/14	246000	
		15-0015	Certificate of Deposit 0.653 05/01/17	04/30/15	246700	
		15-0020	Certificate of Deposit 1.061 06/28/18	06/28/15	242000	
		15-0022	Certificate of Deposit 0.612 08/01/16	08/01/15	248400	

	15-0034	Certificate of Deposit	0.798	09/05/17	06/30/16	246000
	15-0035	Certificate of Deposit	0.76	09/16/16	09/16/15	248100
	15-0036	Certificate of Deposit	0.557	09/20/16	09/21/15	248600
	15-0038	Certificate of Deposit	0.80	10/16/17	10/21/15	246000
	15-0039	Certificate of Deposit	0.541	10/25/16	10/26/15	248600
	15-0043	Certificate of Deposit	0.73	12/07/16	12/08/15	248100
		Certificate of Deposit Total				3203300
	371-893-9	PMA Harris				
		Mutual Fund - Money Market Total				568569.86
		9 - PMA-Harris Total				4019869.86
		Compliance Check				8.19/100.00
10 - City of Batavia		Petty Cash				
	AR-0015	Cash			01/01/13	900
		Cash Total				900
		10 - City of Batavia Total				900
		Compliance Check				0.00/100.00
11 - Custody - Harris Bank	3133EA4G0					
	12-0015	Agency Note	0.70	04/11/17	10/19/12	1700000
		Agency Note Total				1700000
	3130A5MW6					
	15-0017	FHLB	0.50	06/30/17	06/30/15	500000
	3130A5UJ6					
	15-0019	FHLB	0.80	07/28/17	07/28/15	1000000
	3130A6K71					
	15-0030	FHLB	0.73	10/05/17	10/05/15	250000
	313379FW4					
	15-0042	FHLB	1.00	06/09/17	12/07/15	250000
	3130A6K89					
	15-0044	FHLB	1.05	10/05/18	10/05/15	500000
	313379FW4					
	16-0001	FHLB	1.00	06/09/17	03/10/16	500000
	3130A7FL4					
	16-0002	FHLB	1.00	03/23/18	03/23/16	500000
	3130A7EQ4					
	16-0003	FHLB	0.75	03/23/20	03/23/16	500000
	3130A7FH3					
	16-0009	FHLB	1.375	09/30/19	03/30/16	500000
	3130A7JH9					
	16-0010	FHLB	1.125	09/07/18	04/08/16	500000
		FHLB Total				5000000
	EJ4493353					
	13-0014	FHLMC	1.00	11/28/17	09/13/13	250000
	3134G7XS5					
	15-0029	FHLMC	1.10	03/30/18	09/30/15	500000
	3134G74N8					
	15-0033	FHLMC	0.70	08/18/17	03/31/16	1000000
	3134G7S69					
	16-0007	FHLMC	0.75	10/27/17	03/21/16	575000
	3134G8TQ2					
	16-0011	FHLMC	1.125	10/11/18	04/11/16	250000
		FHLMC Total				2575000
	837681EC5					
	15-0014	Municipal Bond	2.00	12/15/16	05/15/15	215000
		Municipal Bond Total				215000

	912828J92	16-0005	Treasury Note 0.50 03/31/17	03/17/16	500000
	Treasury Note Total				500000
	11 - Custody - Harris Bank Total				9990000
	Compliance Check				20.37/100.00
62 - State First Bank		16-0012	Certificate of Deposit 0.40 09/06/17	03/06/16	13024.97
	Certificate of Deposit Total				13024.97
	2% Fund Checking	AR-0019	Money Market	01/01/16	25973.6
	2% Fund Savings	AR-0020	Money Market	01/01/16	36665.59
	Money Market Total				62639.19
	62 - State First Bank Total				75664.16
	Compliance Check				0.15/100.00

CITY OF BATAVIA

DATE: July 29, 2016
TO: Committee of the Whole-CD
FROM: Scott Buening, Community Development Director
SUBJECT: Resolution 16-70-R Amending Intergovernmental Agreement with North Aurora-Hart Road
Ordinance 16-49 Annexation of Unoccupied Territory along the Hart Road Boundary Line
Ordinance 16-50 Excluding of Unoccupied Territory along the Hart Road Boundary Line

1. **Summary:** Discussion on amending an Intergovernmental Agreement (IGA) with North Aurora in relation to ownership and maintenance of part of Hart Road as well as annexing and excluding (disconnection) portions of Hart Road.
2. **Background:** In 1998 the City and the Village of North Aurora passed an IGA which governed the ownership and maintenance of Hart Road south of what is now Ritter Drive. Since that time, both municipalities have annexed and dedicated portions of this road right-of-way which has created an unusual boundary alignment. Furthermore, as the language of this agreement was not well known or codified by Ordinance or Resolution, the maintenance duties of the roadway have become a bit murky and duplicative.

In order to rectify this situation, both staffs have met and have drafted a revision to the IGA with the assistance of the City Attorney. Note that Kevin Drendel acts as Counsel for both Batavia and North Aurora. Since the matter was not contentious, we mutually agreed to have his office draft the amended IGA.

The main points of the amended IGA are as follows:

- Batavia will deannex and North Aurora will annex all of the Hart Road right-of-way (ROW) south of the Wind Energy Pass intersection.
- North Aurora will deannex and Batavia will annex all of Hart Road north of and including the Wind Energy Pass intersection.
- Batavia will mow the east parkway of Hart Road south of Wind Energy Pass adjacent to the City detention pond.
- North Aurora will mow the west parkway of Hart Road north of Wind Energy Pass adjacent to the Village of North Aurora residences.
- All existing utilities can remain in the ROW, regardless of the jurisdiction of the roadway.
- Each municipality will simply notify the other when utility work is being done in their section of roadway. The previous agreement required a formal permit for this work.

- The City will plow Hart from Wind Energy Pass north, and North Aurora will plow from Wind Energy Pass south.
- Each municipality will patch and resurface their respective sections of road. The previous agreement had each town meet and divide the % of road based on the jagged jurisdiction line.
- Parkway tree removals (not trimming) require consultation with the other municipality.

We feel that this is a mutually agreeable solution that clarifies the jurisdiction and maintenance responsibilities for this section of road. North Aurora will be taking this to their Committee meeting in the near future for action.

3. Alternatives, including no action if viable:

- **Pros** The amendment and annexation/exclusion (disconnection) clarifies the jurisdiction and maintenance responsibilities for the section of Hart Road that lies on the mutual boundary line. This will reduce duplication of efforts and prevent miscommunication in the future.
- **Cons** There are no real cons to the proposed agreement.
- **Budget Impact** No significant budget impact, but plowing and mowing activities will not be duplicated in the future.
- **Staffing Impact** No significant impact on staffing.

4. **Timeline for actions:** There is no specific timeline as this issue has been continuing for a number of years.

5. **Staff recommendation:** Staff recommends that the Committee approve of Resolution 16-70-R Amending Intergovernmental Agreement with North Aurora-Hart Road, Ordinance 16-49 Annexation of Unoccupied Territory along the Hart Road Boundary Line, and Ordinance 16-50 Excluding of Unoccupied Territory along the Hart Road Boundary Line.

Attachments:

1. Resolution 16-70-R Amending Intergovernmental Agreement with North Aurora-Hart Road
2. Ordinance 16-49 Annexation of Unoccupied Territory along the Hart Road Boundary Line
3. Ordinance 16-50 Excluding of Unoccupied Territory along the Hart Road Boundary Line
4. Draft IGA.
5. 1998 IGA.
6. Plats of annexation and disconnection.
7. Map showing proposed boundary after land annex/disconnection.

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-70-R**

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO AN
INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE AND UTILITY
LOCATION IN HART ROAD RIGHT-OF-WAY BETWEEN THE
CITY OF BATAVIA, ILLINOIS, AND THE VILLAGE OF NORTH AURORA**

BE IT RESOLVED, by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute the agreement between the City of Batavia and the Village of North Aurora attached hereto as **EXHIBIT A**.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this ____ day of _____, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		14 Ayes	0 Nays	0 Absent	Abstention(s)					
		Total holding office: Mayor and 14 aldermen								

ATTEST:

_____, Deputy City Clerk

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-49**

**AN ORDINANCE FOR THE ANNEXING OF
UNOCCUPIED TERRITORY ALONG THE HART ROAD BOUNDARY LINE
WITH THE VILLAGE OF NORTH AURORA TO THE CITY OF BATAVIA**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
____ DAY OF _____, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This ____ day of _____, 2016

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-49**

**AN ORDINANCE FOR THE ANNEXING OF
UNOCCUPIED TERRITORY ALONG THE HART ROAD BOUNDARY LINE
WITH THE VILLAGE OF NORTH AURORA IN THE CITY OF BATAVIA**

WHEREAS, the City of Batavia entered into an Intergovernmental Agreement for Maintenance and Utility Location in Hart Road Right-Of-Way dated April 13, 1998, with the Village of North Aurora and amended that Agreement recently by which the Village agreed to exclude certain territory comprised of a portion of Hart Road and associated right-of-way, and the City agreed to annex the same territory, including the following described property (hereinafter referred to as the “Hart Road Property”):

See Exhibit A attached hereto and incorporated herein.

WHEREAS, the Hart Road Property being excluded from the Village and to be annexed by the City is located along Hart Road beginning approximately from the north line of Hartfield Estates Unit 2 extended along the midline of the intersection of Ritter Drive and Hart Road south to the southern line of Wind Energy Pass at the intersection of Hart Road, and all of the area of Hart Road and associated right-of-way in between; and

WHEREAS, the Hart Road Property is unoccupied and lies along the boundary line of the Village of North Aurora and the City of Batavia and is dedicated public road and road right-of-way; and

WHEREAS, the City has the authority pursuant to 65 ILCS 5/7-1-25 to annex the Hart Road Property being excluded by the Village of North Aurora.

NOW THEREFORE, BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. The recitals set forth above are incorporated herein as the material findings of the Mayor and City Council Members.

SECTION 2. The Hart Road Property legally described in Exhibit “A” that is being excluded from the Village of North Aurora as provided is hereby annexed to the City of Batavia.

SECTION 3. This Ordinance shall be recorded along with Exhibit B, being an accurate map of the territory being excluded by the Village of North Aurora and annexed to the City of Batavia, in the Kane County Recorder’s Office in coordination with the recording of the ordinance by the Village of North Aurora excluding the same property

SECTION 4. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to law.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-49

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this this ____ day of _____, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fisher				
2	Callahan					Wolff				
3	Hohmann					Chanzyt				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE: _____ Ayes _____ Nays _____ Absent _____ Abstentions Total holding office: Mayor and 14 aldermen										

ATTEST:

Christine Simkins, Deputy City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF TERRITORY ANNEXED

THE WESTERLY 73 FEET OF HART ROAD RIGHT OF WAY IN THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTHERLY LINE OF HARTFIELD ESTATES UNIT TWO AND NORTH OF THE SOUTH LINE OF WIND ENERGY PASS, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT B
MAP OF THE TERRITORY BEING ANNEXED

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-50**

**AN ORDINANCE FOR THE EXCLUDING OF
UNOCCUPIED TERRITORY ALONG THE HART ROAD BOUNDARY LINE
WITH THE VILLAGE OF NORTH AURORA FROM THE CITY OF BATAVIA**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
____ DAY OF _____, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This ____ day of _____, 2016

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-50**

**AN ORDINANCE FOR THE EXCLUDING OF
UNOCCUPIED TERRITORY ALONG THE HART ROAD BOUNDARY LINE
OF THE CITY OF BATAVIA IN THE VILLAGE OF NORTH AURORA**

WHEREAS, the City of Batavia entered into an Intergovernmental Agreement for Maintenance and Utility Location in Hart Road Right-Of-Way dated April 13, 1998, with the Village of North Aurora and amended that Agreement recently by which the City agreed to exclude certain territory comprised of a portion of Hart Road and associated right-of-way, and the Village of North Aurora agreed to annex the same territory, including the following described property (hereinafter referred to as the “Hart Road Property”):

See Exhibit A attached hereto and incorporated herein.

WHEREAS, the Hart Road Property being excluded from the City and to be annexed by the Village of North Aurora is located along Hart Road beginning approximately 136.13 feet south of the southerly edge of Wind Energy Pass and running south approximately another 158.67 to a point parallel with Hart Road, including all of the area of Hart Road and associated right-of-way in between; and

WHEREAS, the Hart Road Property is unoccupied and lies along the boundary line of the Village of North Aurora and the City of Batavia and is dedicated public road and road right-of-way; and

WHEREAS, the City has the authority pursuant to 65 ILCS 5/7-1-25 to exclude the Hart Property, subject to being annexed by the Village of North Aurora.

NOW THEREFORE, BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. The recitals set forth above are incorporated herein as the material findings of the Mayor and City Council Members.

SECTION 2. The Hart Road Property legally described in Exhibit “A” is hereby excluded from the City of Batavia.

SECTION 3. This Ordinance shall be recorded along with Exhibit B, being an accurate map of the territory being excluded by the City of Batavia, in the Kane County Recorder’s Office in coordination with the recording of the ordinance by the Village of North Aurora annexing the same property

SECTION 4. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to law.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-50

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this this ____ day of _____, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fisher				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE: _____ Ayes _____ Nays _____ Absent _____ Abstentions Total holding office: Mayor and 14 aldermen										

ATTEST:

Christine Simkins, Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE TERRITORY TO BE EXCLUDED

DESCRIPTION OF PROPERTY HEREBY DISCONNECTED: THAT PART OF HART ROAD RIGHT OF WAY IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 101 IN BEECHEN & DILL'S PRAIRIE TRAIL SOUTH, THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID LOT, 294.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT, THENCE WESTERLY, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT, 73.0 FEET TO THE FORMER RIGHT OF WAY LINE OF HART ROAD; THENCE NORTHERLY, ALONG SAID FORMER RIGHT OF WAY LINE, 158.67 FEET; THENCE EASTERLY, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF HARTFIELD ESTATES UNIT THREE, 66.0 FEET TO THE WEST LINE OF SAID BEECHEN & DILL'S PRAIRIE TRAIL SOUTH; THENCE NORTHERLY, ALONG SAID WEST LINE, 136.13 FEET; THENCE EASTERLY, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF WIND ENERGY PASS, 7.0 FEET TO THE POINT OF BEGINNING, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT B
MAP OF TERRITORY TO BE ANNEXED

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR MAINTENANCE AND UTILITY LOCATION
IN HART ROAD RIGHT-OF-WAY

This Agreement entered into this ____ day of _____, 2016, by and between the Village of North Aurora (hereinafter the "Village") and the City of Batavia (hereinafter the "City") both municipal corporations of the State of Illinois.

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes the Village and City to cooperate in the performance of their respective duties and responsibilities by agreement; and,

WHEREAS, the Village and City have previously, by annexation, acquired separate but contiguous portions of the Hart Road right-of-way, south of the south line of Section 27, Township 39 North, Range 8 East of the Third Principal Meridian, and have previously agreed on the boundary between the Village and City, west of Hart Road, pursuant to the Intergovernmental Agreement for Maintenance and Utility Location in Hart Road Right-of-Way dated April 13, 2008 (hereinafter the "Hart Road Agreement"); and,

WHEREAS, the Village and City also agreed to the allocation of certain maintenance responsibilities for the roadway and utilities in the Hart Road right-of-way pursuant to the Intergovernmental Agreement; and

WHEREAS, the Village and City desire to cooperate further together to amend the Intergovernmental Agreement provide for an alteration of jurisdictional boundaries and responsibilities to provide continuity and simplify the jurisdictional boundaries and responsibilities.

NOW, THEREFORE, in consideration of the above preamble and mutual promises and covenants contained herein, both the Village and the City agree to amend and restate the Hart Road Agreement in its entirety as follows:

1. The recitals set forth above are incorporated herein as material components of this Agreement.

2. The new jurisdictional divide shall become the intersection of Hart Road and Wind Energy Pass/Hartfield Drive, and any agreements affecting the boundary between the Village and the City shall be amended by this Agreement accordingly. In order to accomplish the change, the City shall take action to disconnect that portion of Hart Road presently in its jurisdiction south of Wind Energy Pass, and the Village shall take action to disconnect that portion of Hart Road presently in its jurisdiction north of and including the Wind Energy Pass

intersection; and, immediately following the respective disconnections, each party shall take action to annex that portion of Hart Road that was disconnected by the other. The action to disconnect the properties shall be accomplished within one hundred twenty (120) days, and the annexations shall take place with sixty (60) days after the respective actions disconnecting.

3. All work in the right-of-way shall require proper notification by the City and Village.

4. Any repair of existing utilities, roadway, and/or rights-of-way done by either the Village or City shall include reparation and restoration to the pre-existing condition or to a mutually agreeable condition.

5. The parties shall coordinate and agree on the installation of additional utilities in the right-of-ways, subject to the restoration conditions as stated in Section 3 above.

6. The City shall be responsible for snowplowing Hart Road from the intersection with Hartfield Drive/Wind Energy Pass north, and the Village shall be responsible for snowplowing Hart Road from the intersection of Hartfield Drive/Wind Energy Pass south.

7. Each party shall be responsible for the repair and resurfacing of their respective portions Hart Road as defined herein.

8. Parkway tree trimming and removal shall be the responsibility of the respective municipalities for the portions of right-of-way in their respective jurisdictions; however, parkway tree removal shall require consent from the other municipality, and each tree removed shall be replaced with a tree of an approved species per the relevant code of the party replacing the tree.

9. The parties shall be responsible to mow the parkways for the stretch of Hart Road in each municipality, except that the City shall mow the parkway on the east side of Hart Road south of Hartfield Drive/Wind Energy pass to the southern City limits, and the Village shall mow the parkway on the west side of Hart Road north of Hartfield Drive/Wind Energy Pass to the Village limits at Ritter.

10. The failure of either party, at any time, to insist upon strict performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be construed as waiver of any right to enforce any term covenant, agreement or condition of this Agreement in the future.

11. No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing, approved by the governing body of each party hereto and signed the authorized representatives of both parties.

12. This Agreement shall inure to the benefit of the parties hereto their heirs, successors and assigns.

13. This Agreement amends and restates the Hart Road Agreement in its entirety.

14. This Agreement shall be effective upon the latter of the formal action to approve this Agreement by both parties.

CITY OF BATAVIA

VILLAGE OF NORTH AURORA

Mayor

President

ATTEST:

Attest:

City Clerk

Village Clerk

Dated _____, 2016

Dated _____, 2016

**INTERGOVERNMENTAL AGREEMENT FOR
MAINTENANCE AND UTILITY LOCATION IN
HART ROAD RIGHT-OF-WAY**

This Agreement entered into this 13th day of April, 1998 by and between the Village of North Aurora (hereinafter the "Village") and the City of Batavia (hereinafter the "City") both municipal corporations of the State of Illinois.

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes the Village and City to cooperate in the performance of their respective duties and responsibilities by contract and other agreement; and,

WHEREAS, the Village and City have, by annexation, acquired separate but contiguous portions of the Hart Road right-of-way, south of the south line of Section 27, Township 39 North, Range 8 East of the Third Principal Meridian, the agreed upon boundary between the Village and City, west of Hart Road, as shown on attached Exhibit A; and,

WHEREAS, the Village and City have certain maintenance responsibilities for the roadway and utilities in the Hart Road right-of-way; and

WHEREAS, the Village and City desire to cooperate among themselves to accomplish said maintenance of the roadway and utilities in the Hart Road right-of-way.

NOW, THEREFORE, in consideration of the above preamble and mutual promise and covenants contained herein, both the Village and the City agree as follows:

1. All work in the right-of-way shall require a permit authorized by the City and Village to assure proper notification.
2. Repair of existing utilities will be done by the Village or City or their agents and the roadway and right-of-way shall be repaired to its pre-existing condition or to a mutually agreeable condition.
3. Installation of additional utilities in the right-of-way shall be by mutual agreement with restoration requirements as stated in 2 above.
4. The City shall be responsible for snowplowing Hart Road from the intersection with Hartfield Drive north. The Village shall be responsible for snowplowing its portion of Hart Road from the intersection of Hartfield Drive south.

5. Repair and resurfacing of Hart Road shall be done at a mutually agreed upon time with financial obligations based on a ratio of right-of-way ownership. If either party has not obligated funds for Hart Road maintenance at said mutually agreed upon time, that party shall reimburse the other party its proportionate share within one year of the completed work.
6. This agreement shall be effective upon approval by the respective legislative bodies of the Village and City.
7. The failure of the Village or the City, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be construed as waiver of any right to enforce any term, covenant, or condition herein contained.
8. No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing, approved by the governing body of each party hereto and signed by their respective president, chairman or mayor.
9. This agreement shall inure to the benefit of the parties hereto their heirs, successors and assigns.

Dated at Batavia, Illinois this 1st day of June, 1998.

Dated at North Aurora, Illinois, this 13th day of April, 1998.

ATTEST:

VILLAGE OF NORTH AURORA

By: Barbara Erickson
Village Clerk

By: Mark Ruff
President, Village of North Aurora



CITY OF BATAVIA

By: Penelope L. Tracy
City Clerk

By: Jeffery D. Scheelke
Mayor, City of Batavia

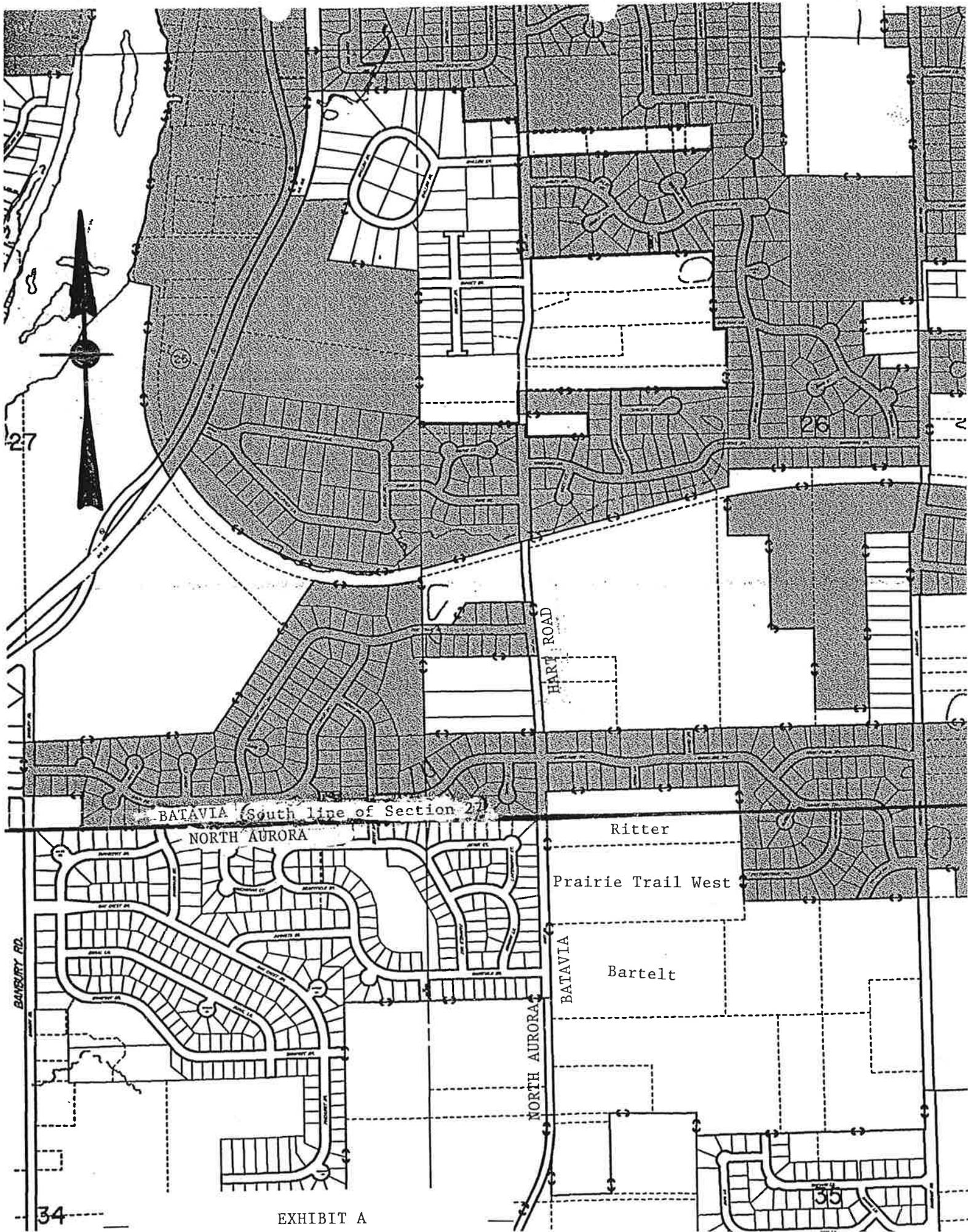
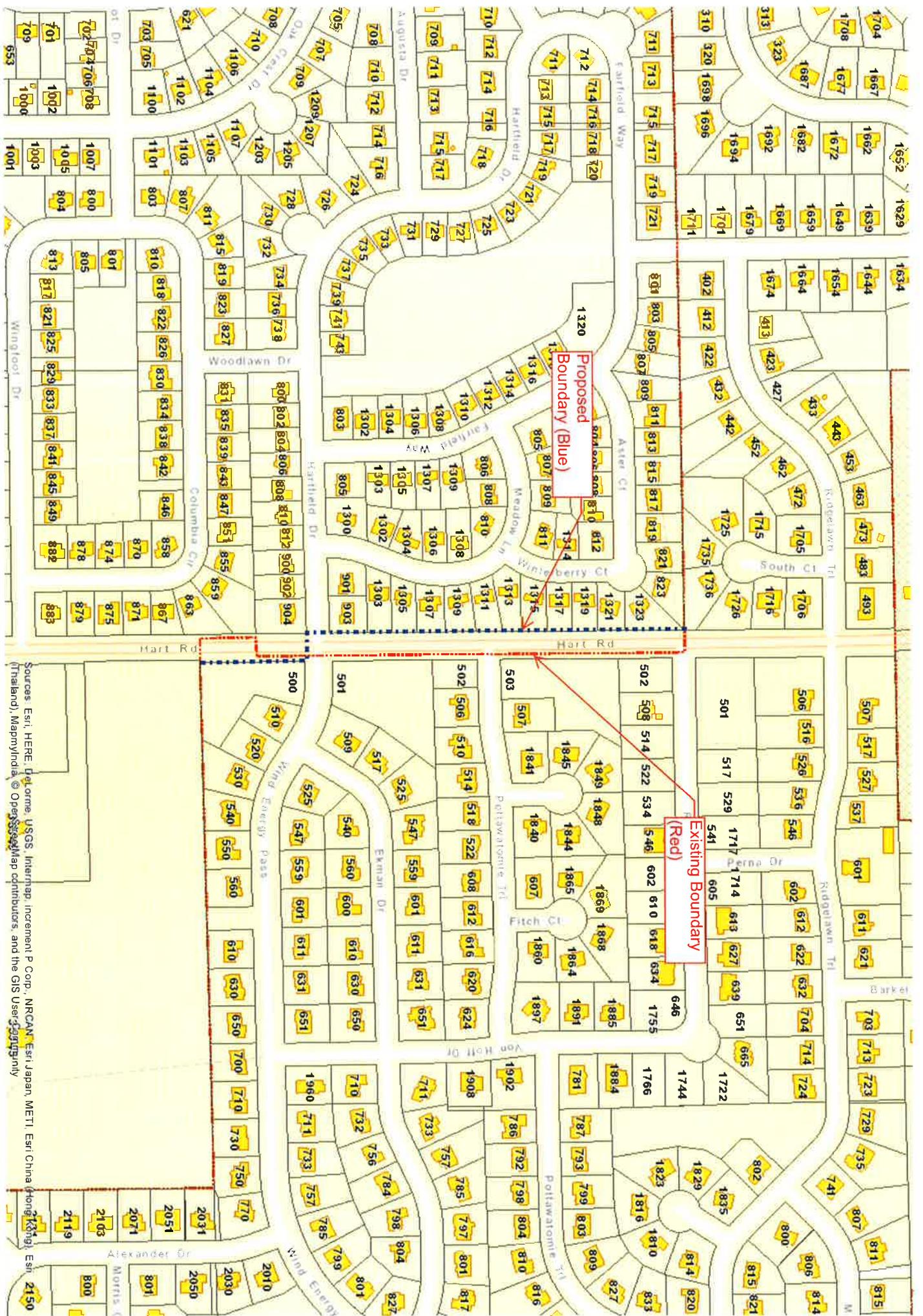


EXHIBIT A



Proposed
Boundary (Blue)

Existing
Boundary
(Red)

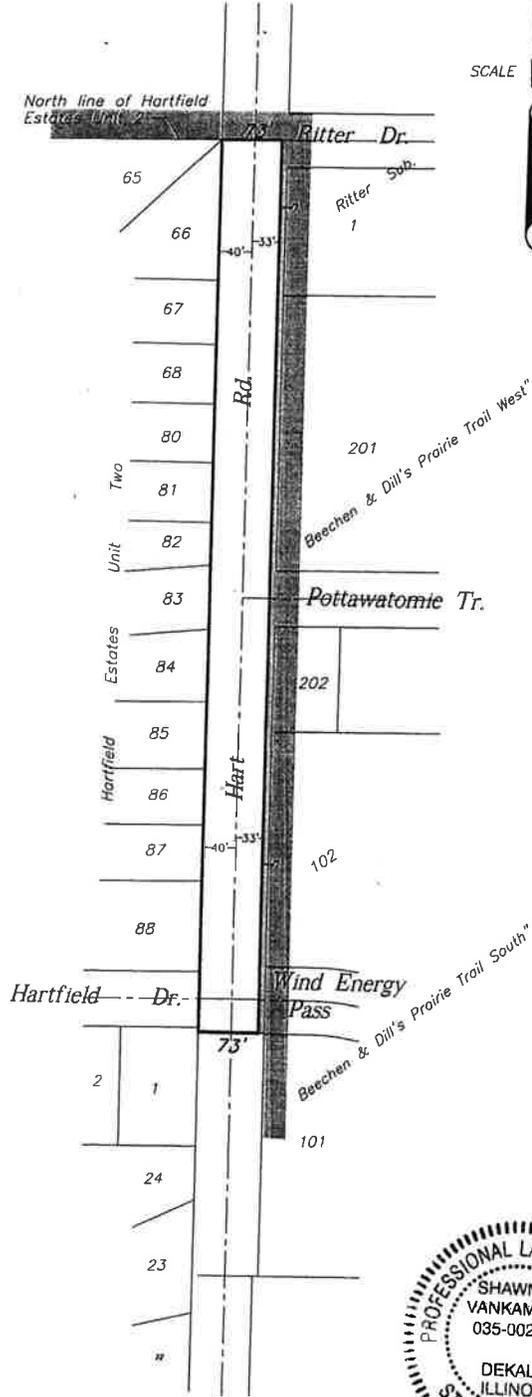
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, and the GIS User Community

Map of Territory hereby annexed to the City of Batavia, Illinois

DESCRIPTION OF PROPERTY HEREBY DISCONNECTED:

THE WESTERLY 73 FEET OF HART ROAD RIGHT OF WAY IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTHERLY LINE OF HARTFIELD ESTATES UNIT TWO AND NORTH OF THE SOUTH LINE OF WIND ENERGY PASS, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

- =LEGEND=-----
-  Boundary of property hereby annexed
 -  Indicates existing corporate limits



STATE OF ILLINOIS)
)SS
 COUNTY OF DEKALB)

THIS IS TO CERTIFY THAT I, SHAWN R. VanKAMPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710 HAVE PREPARED THE ATTACHED PLAT FOR ANNEXATION PURPOSES AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID ANNEXATION.

DATED AT DEKALB, ILLINOIS THIS 14TH DAY OF JULY, 2016.

Shawn R. VanKampen
 SHAWN R. VanKAMPEN
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710
 LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2016

FOR: CITY OF BATAVIA
 JOB NO. WES 13561C

EXHIBIT _____

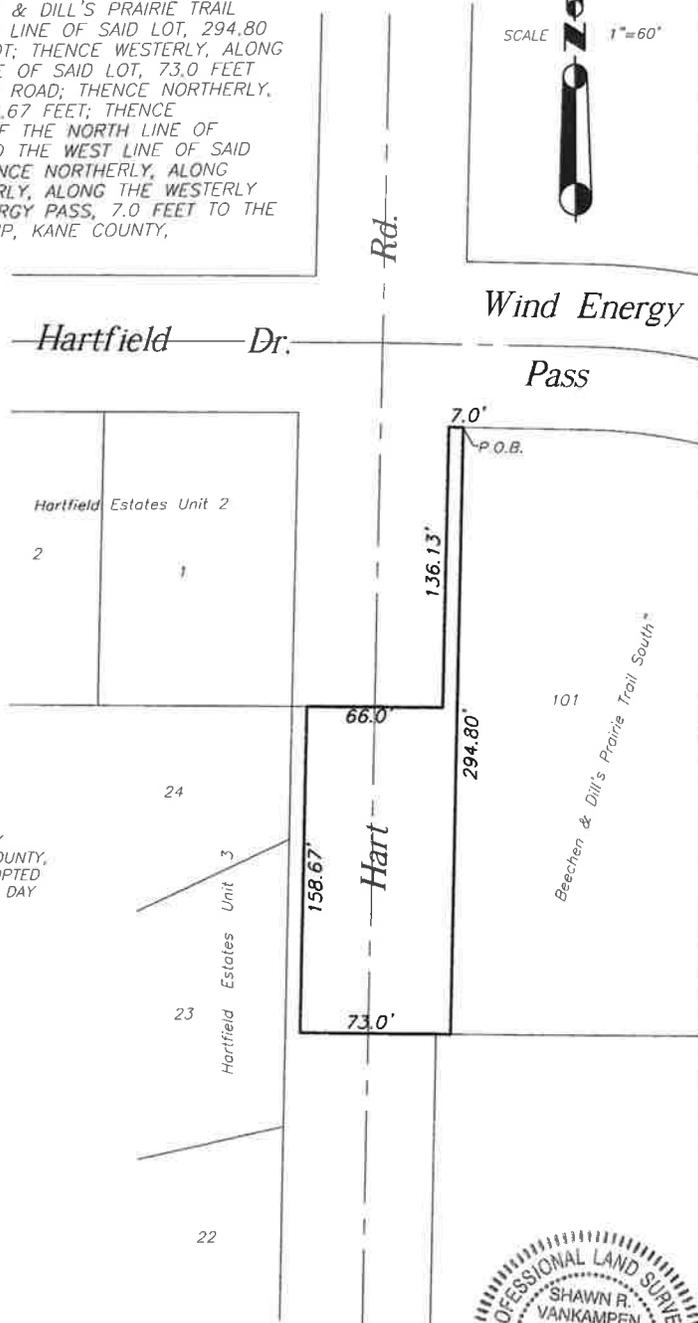


Prepared by:
 William E. Hanna Surveyors
 508 Pine Street
 DeKalb, Illinois 60115
 (815) 756-2189
 Fax 748-2532
 info@hannasurveyors.com
 License # 1842807

Plat of Disconnection from the City of Batavia, Illinois

DESCRIPTION OF PROPERTY HEREBY DISCONNECTED: THAT PART OF HART ROAD RIGHT OF WAY IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 101 IN BEECHEN & DILL'S PRAIRIE TRAIL SOUTH; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID LOT, 294.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE WESTERLY, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT, 73.0 FEET TO THE FORMER RIGHT OF WAY LINE OF HART ROAD; THENCE NORTHERLY, ALONG SAID FORMER RIGHT OF WAY LINE, 158.67 FEET; THENCE EASTERLY, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF HARTFIELD ESTATES UNIT THREE, 66.0 FEET TO THE WEST LINE OF SAID BEECHEN & DILL'S PRAIRIE TRAIL SOUTH; THENCE NORTHERLY, ALONG SAID WEST LINE, 136.13 FEET; THENCE EASTERLY, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF WIND ENERGY PASS, 7.0 FEET TO THE POINT OF BEGINNING, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

SCALE 1"=60'



STATE OF ILLINOIS)
)SS
 COUNTY OF KANE)

THE PROPERTY DESCRIBED HEREON IS HEREBY DISCONNECTED FROM THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS BY ORDINANCE NO. _____ ADOPTED BY THE CITY COUNCIL OF SAID CITY ON THE _____ DAY OF _____, 20____.

BY: _____
 MAYOR

ATTEST: _____
 CITY CLERK

STATE OF ILLINOIS)
)SS
 COUNTY OF DEKALB)

THIS IS TO CERTIFY THAT I, SHAWN R. VANKAMPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710 HAVE PREPARED THE ATTACHED PLAT FOR DISCONNECTION PURPOSES AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID DISCONNECTION.

DATED AT DEKALB, ILLINOIS THIS 9TH DAY OF DECEMBER, 2015.



Shawn R. VanKampen
 SHAWN R. VANKAMPEN

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710
 LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2016

FOR: CITY OF BATAVIA
 JOB NO. WES 13384A

Prepared by:
 William E. Hanna Surveyors
 508 Pine Street
 DeKalb, Illinois 60115
 (815) 756-2189
 Fax 748-2532
 info@hannasurveyors.com
 License # 1842807

CITY OF BATAVIA

DATE: July 29, 2016
TO: Committee of the Whole-CD
FROM: Scott Buening, Community Development Director
SUBJECT: Resolution 16-70-R Amending Intergovernmental Agreement with North Aurora-Hart Road
Ordinance 16-49 Annexation of Unoccupied Territory along the Hart Road Boundary Line
Ordinance 16-50 Excluding of Unoccupied Territory along the Hart Road Boundary Line

1. **Summary:** Discussion on amending an Intergovernmental Agreement (IGA) with North Aurora in relation to ownership and maintenance of part of Hart Road as well as annexing and excluding (disconnection) portions of Hart Road.
2. **Background:** In 1998 the City and the Village of North Aurora passed an IGA which governed the ownership and maintenance of Hart Road south of what is now Ritter Drive. Since that time, both municipalities have annexed and dedicated portions of this road right-of-way which has created an unusual boundary alignment. Furthermore, as the language of this agreement was not well known or codified by Ordinance or Resolution, the maintenance duties of the roadway have become a bit murky and duplicative.

In order to rectify this situation, both staffs have met and have drafted a revision to the IGA with the assistance of the City Attorney. Note that Kevin Drendel acts as Counsel for both Batavia and North Aurora. Since the matter was not contentious, we mutually agreed to have his office draft the amended IGA.

The main points of the amended IGA are as follows:

- Batavia will deannex and North Aurora will annex all of the Hart Road right-of-way (ROW) south of the Wind Energy Pass intersection.
- North Aurora will deannex and Batavia will annex all of Hart Road north of and including the Wind Energy Pass intersection.
- Batavia will mow the east parkway of Hart Road south of Wind Energy Pass adjacent to the City detention pond.
- North Aurora will mow the west parkway of Hart Road north of Wind Energy Pass adjacent to the Village of North Aurora residences.
- All existing utilities can remain in the ROW, regardless of the jurisdiction of the roadway.
- Each municipality will simply notify the other when utility work is being done in their section of roadway. The previous agreement required a formal permit for this work.

- The City will plow Hart from Wind Energy Pass north, and North Aurora will plow from Wind Energy Pass south.
- Each municipality will patch and resurface their respective sections of road. The previous agreement had each town meet and divide the % of road based on the jagged jurisdiction line.
- Parkway tree removals (not trimming) require consultation with the other municipality.

We feel that this is a mutually agreeable solution that clarifies the jurisdiction and maintenance responsibilities for this section of road. North Aurora will be taking this to their Committee meeting in the near future for action.

3. Alternatives, including no action if viable:

- **Pros** The amendment and annexation/exclusion (disconnection) clarifies the jurisdiction and maintenance responsibilities for the section of Hart Road that lies on the mutual boundary line. This will reduce duplication of efforts and prevent miscommunication in the future.
- **Cons** There are no real cons to the proposed agreement.
- **Budget Impact** No significant budget impact, but plowing and mowing activities will not be duplicated in the future.
- **Staffing Impact** No significant impact on staffing.

4. **Timeline for actions:** There is no specific timeline as this issue has been continuing for a number of years.

5. **Staff recommendation:** Staff recommends that the Committee approve of Resolution 16-70-R Amending Intergovernmental Agreement with North Aurora-Hart Road, Ordinance 16-49 Annexation of Unoccupied Territory along the Hart Road Boundary Line, and Ordinance 16-50 Excluding of Unoccupied Territory along the Hart Road Boundary Line.

Attachments:

1. Resolution 16-70-R Amending Intergovernmental Agreement with North Aurora-Hart Road
2. Ordinance 16-49 Annexation of Unoccupied Territory along the Hart Road Boundary Line
3. Ordinance 16-50 Excluding of Unoccupied Territory along the Hart Road Boundary Line
4. Draft IGA.
5. 1998 IGA.
6. Plats of annexation and disconnection.
7. Map showing proposed boundary after land annex/disconnection.

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-70-R**

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO AN
INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE AND UTILITY
LOCATION IN HART ROAD RIGHT-OF-WAY BETWEEN THE
CITY OF BATAVIA, ILLINOIS, AND THE VILLAGE OF NORTH AURORA**

BE IT RESOLVED, by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute the agreement between the City of Batavia and the Village of North Aurora attached hereto as **EXHIBIT A**.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this ____ day of _____, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		14 Ayes	0 Nays	0 Absent	Abstention(s)					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

_____, Deputy City Clerk

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-49**

**AN ORDINANCE FOR THE ANNEXING OF
UNOCCUPIED TERRITORY ALONG THE HART ROAD BOUNDARY LINE
WITH THE VILLAGE OF NORTH AURORA TO THE CITY OF BATAVIA**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
____ DAY OF _____, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This ____ day of _____, 2016

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-49**

**AN ORDINANCE FOR THE ANNEXING OF
UNOCCUPIED TERRITORY ALONG THE HART ROAD BOUNDARY LINE
WITH THE VILLAGE OF NORTH AURORA IN THE CITY OF BATAVIA**

WHEREAS, the City of Batavia entered into an Intergovernmental Agreement for Maintenance and Utility Location in Hart Road Right-Of-Way dated April 13, 1998, with the Village of North Aurora and amended that Agreement recently by which the Village agreed to exclude certain territory comprised of a portion of Hart Road and associated right-of-way, and the City agreed to annex the same territory, including the following described property (hereinafter referred to as the “Hart Road Property”):

See Exhibit A attached hereto and incorporated herein.

WHEREAS, the Hart Road Property being excluded from the Village and to be annexed by the City is located along Hart Road beginning approximately from the north line of Hartfield Estates Unit 2 extended along the midline of the intersection of Ritter Drive and Hart Road south to the southern line of Wind Energy Pass at the intersection of Hart Road, and all of the area of Hart Road and associated right-of-way in between; and

WHEREAS, the Hart Road Property is unoccupied and lies along the boundary line of the Village of North Aurora and the City of Batavia and is dedicated public road and road right-of-way; and

WHEREAS, the City has the authority pursuant to 65 ILCS 5/7-1-25 to annex the Hart Road Property being excluded by the Village of North Aurora.

NOW THEREFORE, BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. The recitals set forth above are incorporated herein as the material findings of the Mayor and City Council Members.

SECTION 2. The Hart Road Property legally described in Exhibit “A” that is being excluded from the Village of North Aurora as provided is hereby annexed to the City of Batavia.

SECTION 3. This Ordinance shall be recorded along with Exhibit B, being an accurate map of the territory being excluded by the Village of North Aurora and annexed to the City of Batavia, in the Kane County Recorder’s Office in coordination with the recording of the ordinance by the Village of North Aurora excluding the same property

SECTION 4. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to law.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-49

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this this ____ day of _____, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fisher				
2	Callahan					Wolff				
3	Hohmann					Chanzyt				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE: _____ Ayes _____ Nays _____ Absent _____ Abstentions Total holding office: Mayor and 14 aldermen										

ATTEST:

Christine Simkins, Deputy City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF TERRITORY ANNEXED

THE WESTERLY 73 FEET OF HART ROAD RIGHT OF WAY IN THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTHERLY LINE OF HARTFIELD ESTATES UNIT TWO AND NORTH OF THE SOUTH LINE OF WIND ENERGY PASS, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT B
MAP OF THE TERRITORY BEING ANNEXED

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-50**

**AN ORDINANCE FOR THE EXCLUDING OF
UNOCCUPIED TERRITORY ALONG THE HART ROAD BOUNDARY LINE
WITH THE VILLAGE OF NORTH AURORA FROM THE CITY OF BATAVIA**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
____ DAY OF _____, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This ____ day of _____, 2016

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-50**

**AN ORDINANCE FOR THE EXCLUDING OF
UNOCCUPIED TERRITORY ALONG THE HART ROAD BOUNDARY LINE
OF THE CITY OF BATAVIA IN THE VILLAGE OF NORTH AURORA**

WHEREAS, the City of Batavia entered into an Intergovernmental Agreement for Maintenance and Utility Location in Hart Road Right-Of-Way dated April 13, 1998, with the Village of North Aurora and amended that Agreement recently by which the City agreed to exclude certain territory comprised of a portion of Hart Road and associated right-of-way, and the Village of North Aurora agreed to annex the same territory, including the following described property (hereinafter referred to as the “Hart Road Property”):

See Exhibit A attached hereto and incorporated herein.

WHEREAS, the Hart Road Property being excluded from the City and to be annexed by the Village of North Aurora is located along Hart Road beginning approximately 136.13 feet south of the southerly edge of Wind Energy Pass and running south approximately another 158.67 to a point parallel with Hart Road, including all of the area of Hart Road and associated right-of-way in between; and

WHEREAS, the Hart Road Property is unoccupied and lies along the boundary line of the Village of North Aurora and the City of Batavia and is dedicated public road and road right-of-way; and

WHEREAS, the City has the authority pursuant to 65 ILCS 5/7-1-25 to exclude the Hart Property, subject to being annexed by the Village of North Aurora.

NOW THEREFORE, BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. The recitals set forth above are incorporated herein as the material findings of the Mayor and City Council Members.

SECTION 2. The Hart Road Property legally described in Exhibit “A” is hereby excluded from the City of Batavia.

SECTION 3. This Ordinance shall be recorded along with Exhibit B, being an accurate map of the territory being excluded by the City of Batavia, in the Kane County Recorder’s Office in coordination with the recording of the ordinance by the Village of North Aurora annexing the same property

SECTION 4. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to law.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-50

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this this ____ day of _____, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fisher				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE: _____ Ayes _____ Nays _____ Absent _____ Abstentions Total holding office: Mayor and 14 aldermen										

ATTEST:

Christine Simkins, Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE TERRITORY TO BE EXCLUDED

DESCRIPTION OF PROPERTY HEREBY DISCONNECTED: THAT PART OF HART ROAD RIGHT OF WAY IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 101 IN BEECHEN & DILL'S PRAIRIE TRAIL SOUTH, THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID LOT, 294.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT, THENCE WESTERLY, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT, 73.0 FEET TO THE FORMER RIGHT OF WAY LINE OF HART ROAD; THENCE NORTHERLY, ALONG SAID FORMER RIGHT OF WAY LINE, 158.67 FEET; THENCE EASTERLY, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF HARTFIELD ESTATES UNIT THREE, 66.0 FEET TO THE WEST LINE OF SAID BEECHEN & DILL'S PRAIRIE TRAIL SOUTH; THENCE NORTHERLY, ALONG SAID WEST LINE, 136.13 FEET; THENCE EASTERLY, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF WIND ENERGY PASS, 7.0 FEET TO THE POINT OF BEGINNING, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT B
MAP OF TERRITORY TO BE ANNEXED

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR MAINTENANCE AND UTILITY LOCATION
IN HART ROAD RIGHT-OF-WAY

This Agreement entered into this ____ day of _____, 2016, by and between the Village of North Aurora (hereinafter the "Village") and the City of Batavia (hereinafter the "City") both municipal corporations of the State of Illinois.

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes the Village and City to cooperate in the performance of their respective duties and responsibilities by agreement; and,

WHEREAS, the Village and City have previously, by annexation, acquired separate but contiguous portions of the Hart Road right-of-way, south of the south line of Section 27, Township 39 North, Range 8 East of the Third Principal Meridian, and have previously agreed on the boundary between the Village and City, west of Hart Road, pursuant to the Intergovernmental Agreement for Maintenance and Utility Location in Hart Road Right-of-Way dated April 13, 2008 (hereinafter the "Hart Road Agreement"); and,

WHEREAS, the Village and City also agreed to the allocation of certain maintenance responsibilities for the roadway and utilities in the Hart Road right-of-way pursuant to the Intergovernmental Agreement; and

WHEREAS, the Village and City desire to cooperate further together to amend the Intergovernmental Agreement provide for an alteration of jurisdictional boundaries and responsibilities to provide continuity and simplify the jurisdictional boundaries and responsibilities.

NOW, THEREFORE, in consideration of the above preamble and mutual promises and covenants contained herein, both the Village and the City agree to amend and restate the Hart Road Agreement in its entirety as follows:

1. The recitals set forth above are incorporated herein as material components of this Agreement.

2. The new jurisdictional divide shall become the intersection of Hart Road and Wind Energy Pass/Hartfield Drive, and any agreements affecting the boundary between the Village and the City shall be amended by this Agreement accordingly. In order to accomplish the change, the City shall take action to disconnect that portion of Hart Road presently in its jurisdiction south of Wind Energy Pass, and the Village shall take action to disconnect that portion of Hart Road presently in its jurisdiction north of and including the Wind Energy Pass

intersection; and, immediately following the respective disconnections, each party shall take action to annex that portion of Hart Road that was disconnected by the other. The action to disconnect the properties shall be accomplished within one hundred twenty (120) days, and the annexations shall take place with sixty (60) days after the respective actions disconnecting.

3. All work in the right-of-way shall require proper notification by the City and Village.

4. Any repair of existing utilities, roadway, and/or rights-of-way done by either the Village or City shall include reparation and restoration to the pre-existing condition or to a mutually agreeable condition.

5. The parties shall coordinate and agree on the installation of additional utilities in the right-of-ways, subject to the restoration conditions as stated in Section 3 above.

6. The City shall be responsible for snowplowing Hart Road from the intersection with Hartfield Drive/Wind Energy Pass north, and the Village shall be responsible for snowplowing Hart Road from the intersection of Hartfield Drive/Wind Energy Pass south.

7. Each party shall be responsible for the repair and resurfacing of their respective portions Hart Road as defined herein.

8. Parkway tree trimming and removal shall be the responsibility of the respective municipalities for the portions of right-of-way in their respective jurisdictions; however, parkway tree removal shall require consent from the other municipality, and each tree removed shall be replaced with a tree of an approved species per the relevant code of the party replacing the tree.

9. The parties shall be responsible to mow the parkways for the stretch of Hart Road in each municipality, except that the City shall mow the parkway on the east side of Hart Road south of Hartfield Drive/Wind Energy pass to the southern City limits, and the Village shall mow the parkway on the west side of Hart Road north of Hartfield Drive/Wind Energy Pass to the Village limits at Ritter.

10. The failure of either party, at any time, to insist upon strict performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be construed as waiver of any right to enforce any term covenant, agreement or condition of this Agreement in the future.

11. No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing, approved by the governing body of each party hereto and signed the authorized representatives of both parties.

12. This Agreement shall inure to the benefit of the parties hereto their heirs, successors and assigns.

13. This Agreement amends and restates the Hart Road Agreement in its entirety.

14. This Agreement shall be effective upon the latter of the formal action to approve this Agreement by both parties.

CITY OF BATAVIA

VILLAGE OF NORTH AURORA

Mayor

President

ATTEST:

Attest:

City Clerk

Village Clerk

Dated _____, 2016

Dated _____, 2016

**INTERGOVERNMENTAL AGREEMENT FOR
MAINTENANCE AND UTILITY LOCATION IN
HART ROAD RIGHT-OF-WAY**

This Agreement entered into this 13th day of April, 1998 by and between the Village of North Aurora (hereinafter the "Village") and the City of Batavia (hereinafter the "City") both municipal corporations of the State of Illinois.

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes the Village and City to cooperate in the performance of their respective duties and responsibilities by contract and other agreement; and,

WHEREAS, the Village and City have, by annexation, acquired separate but contiguous portions of the Hart Road right-of-way, south of the south line of Section 27, Township 39 North, Range 8 East of the Third Principal Meridian, the agreed upon boundary between the Village and City, west of Hart Road, as shown on attached Exhibit A; and,

WHEREAS, the Village and City have certain maintenance responsibilities for the roadway and utilities in the Hart Road right-of-way; and

WHEREAS, the Village and City desire to cooperate among themselves to accomplish said maintenance of the roadway and utilities in the Hart Road right-of-way.

NOW, THEREFORE, in consideration of the above preamble and mutual promise and covenants contained herein, both the Village and the City agree as follows:

1. All work in the right-of-way shall require a permit authorized by the City and Village to assure proper notification.
2. Repair of existing utilities will be done by the Village or City or their agents and the roadway and right-of-way shall be repaired to its pre-existing condition or to a mutually agreeable condition.
3. Installation of additional utilities in the right-of-way shall be by mutual agreement with restoration requirements as stated in 2 above.
4. The City shall be responsible for snowplowing Hart Road from the intersection with Hartfield Drive north. The Village shall be responsible for snowplowing its portion of Hart Road from the intersection of Hartfield Drive south.

5. Repair and resurfacing of Hart Road shall be done at a mutually agreed upon time with financial obligations based on a ratio of right-of-way ownership. If either party has not obligated funds for Hart Road maintenance at said mutually agreed upon time, that party shall reimburse the other party its proportionate share within one year of the completed work.
6. This agreement shall be effective upon approval by the respective legislative bodies of the Village and City.
7. The failure of the Village or the City, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be construed as waiver of any right to enforce any term, covenant, or condition herein contained.
8. No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing, approved by the governing body of each party hereto and signed by their respective president, chairman or mayor.
9. This agreement shall inure to the benefit of the parties hereto their heirs, successors and assigns.

Dated at Batavia, Illinois this 1st day of June, 1998.

Dated at North Aurora, Illinois, this 13th day of April, 1998.

ATTEST:

VILLAGE OF NORTH AURORA

By: Barbara Erickson
Village Clerk

By: Mark Ruff
President, Village of North Aurora



CITY OF BATAVIA

By: Penelope L. Tracy
City Clerk

By: Jeffery D. Scheelke
Mayor, City of Batavia

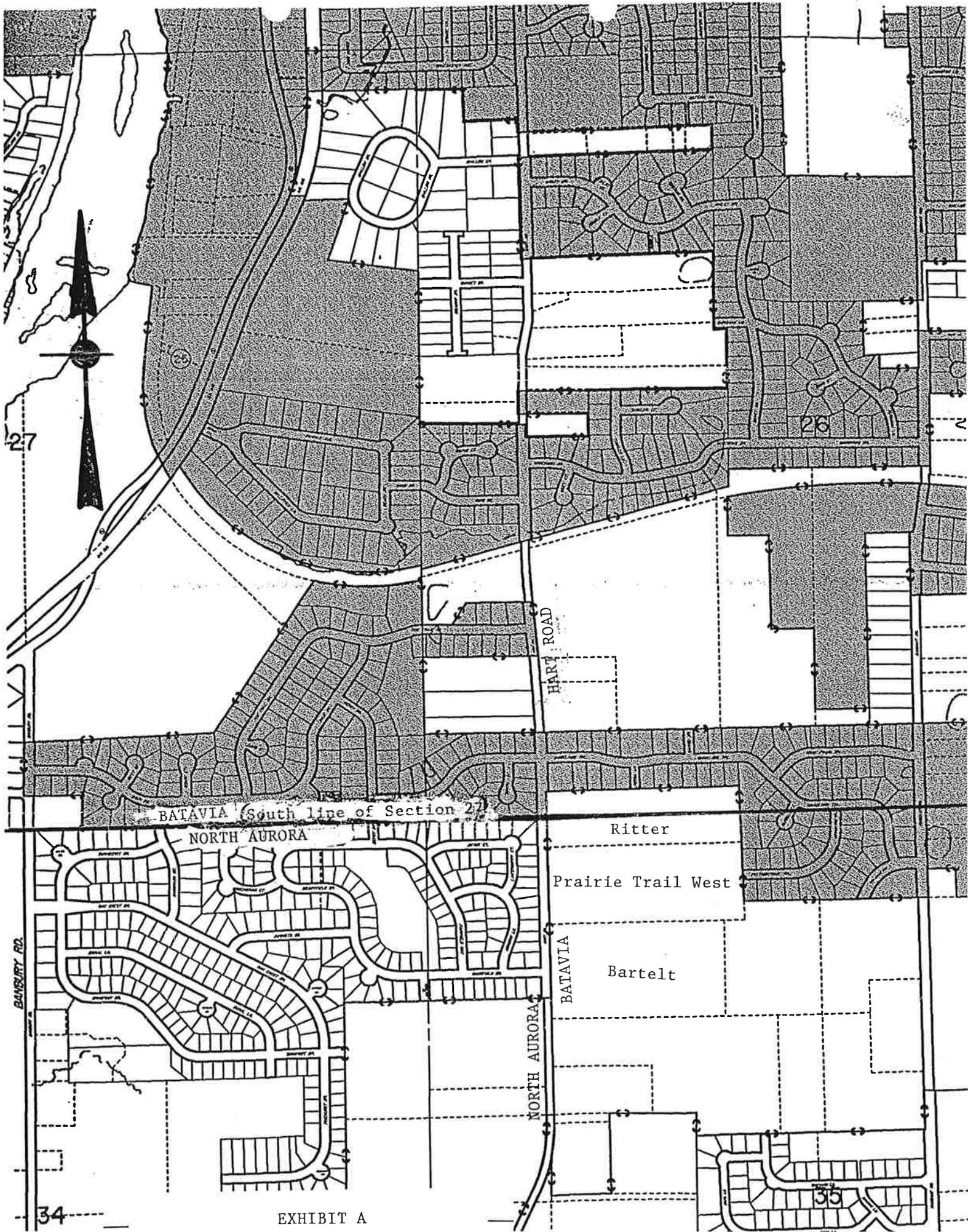


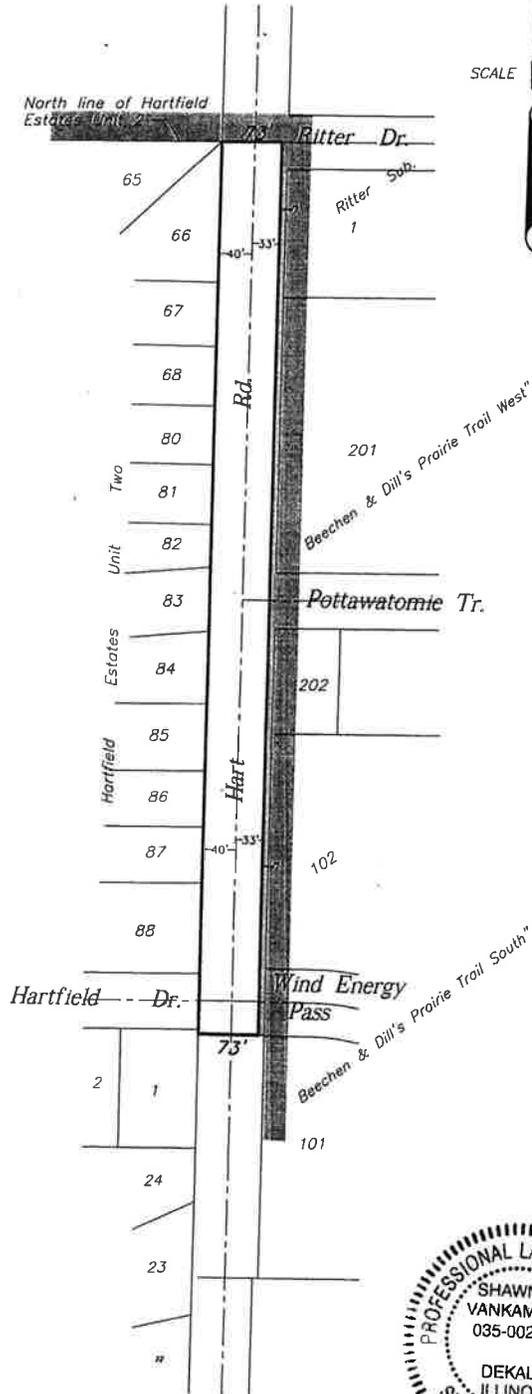
EXHIBIT A

Map of Territory hereby annexed to the City of Batavia, Illinois

DESCRIPTION OF PROPERTY HEREBY DISCONNECTED:

THE WESTERLY 73 FEET OF HART ROAD RIGHT OF WAY IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTHERLY LINE OF HARTFIELD ESTATES UNIT TWO AND NORTH OF THE SOUTH LINE OF WIND ENERGY PASS, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

- =LEGEND=-----
-  Boundary of property hereby annexed
 -  Indicates existing corporate limits



SCALE 1"=150'



STATE OF ILLINOIS)
)SS
 COUNTY OF DEKALB)

THIS IS TO CERTIFY THAT I, SHAWN R. VanKAMPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710 HAVE PREPARED THE ATTACHED PLAT FOR ANNEXATION PURPOSES AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID ANNEXATION.

DATED AT DEKALB, ILLINOIS THIS 14TH DAY OF JULY, 2016.

Shawn R. VanKampen
 SHAWN R. VanKAMPEN
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710
 LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2016

FOR: CITY OF BATAVIA
 JOB NO. WES 13561C

EXHIBIT _____

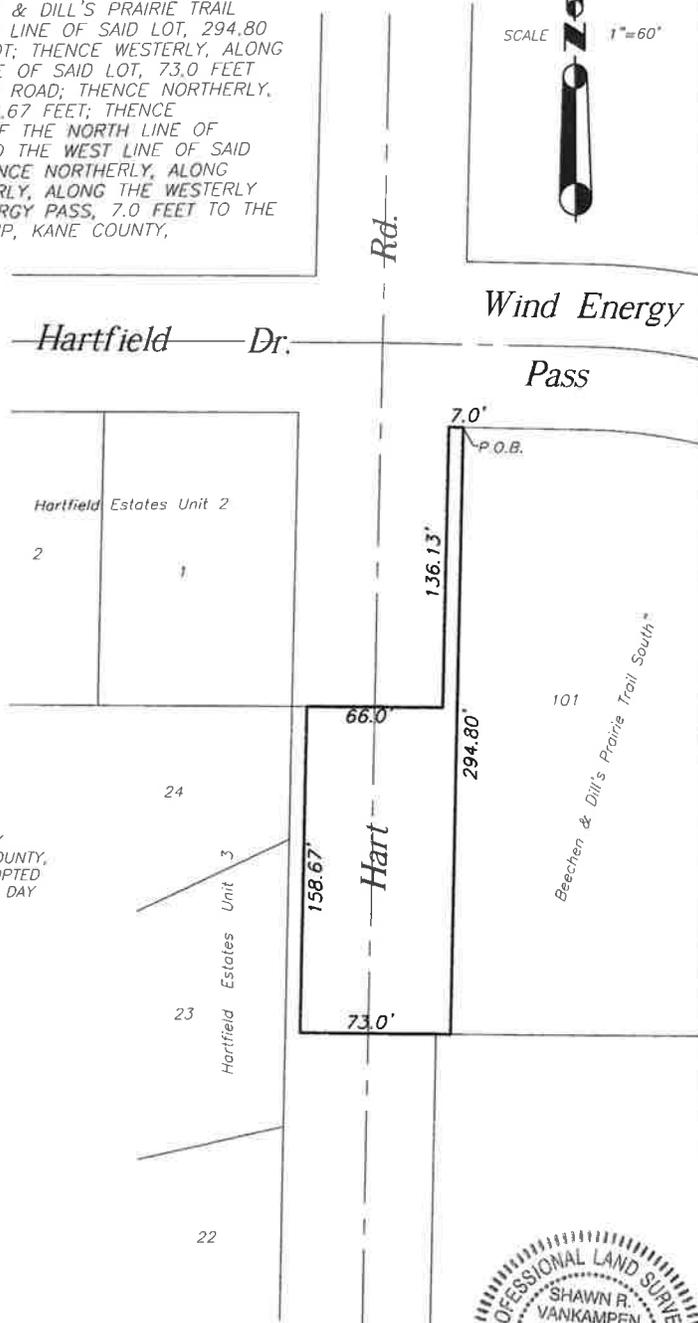


Prepared by:
 William E. Hanna Surveyors
 508 Pine Street
 DeKalb, Illinois 60115
 (815) 756-2189
 Fax 748-2532
 info@hannasurveyors.com
 License # 1842807

Plat of Disconnection from the City of Batavia, Illinois

DESCRIPTION OF PROPERTY HEREBY DISCONNECTED: THAT PART OF HART ROAD RIGHT OF WAY IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 101 IN BEECHEN & DILL'S PRAIRIE TRAIL SOUTH; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID LOT, 294.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE WESTERLY, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT, 73.0 FEET TO THE FORMER RIGHT OF WAY LINE OF HART ROAD; THENCE NORTHERLY, ALONG SAID FORMER RIGHT OF WAY LINE, 158.67 FEET; THENCE EASTERLY, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF HARTFIELD ESTATES UNIT THREE, 66.0 FEET TO THE WEST LINE OF SAID BEECHEN & DILL'S PRAIRIE TRAIL SOUTH; THENCE NORTHERLY, ALONG SAID WEST LINE, 136.13 FEET; THENCE EASTERLY, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF WIND ENERGY PASS, 7.0 FEET TO THE POINT OF BEGINNING, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

SCALE 1"=60'



STATE OF ILLINOIS)
)SS
 COUNTY OF KANE)

THE PROPERTY DESCRIBED HEREON IS HEREBY DISCONNECTED FROM THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS BY ORDINANCE NO. _____ ADOPTED BY THE CITY COUNCIL OF SAID CITY ON THE _____ DAY OF _____, 20____.

BY: _____
 MAYOR

ATTEST: _____
 CITY CLERK

STATE OF ILLINOIS)
)SS
 COUNTY OF DEKALB)

THIS IS TO CERTIFY THAT I, SHAWN R. VANKAMPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710 HAVE PREPARED THE ATTACHED PLAT FOR DISCONNECTION PURPOSES AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID DISCONNECTION.

DATED AT DEKALB, ILLINOIS THIS 9TH DAY OF DECEMBER, 2015.

FOR: CITY OF BATAVIA
 JOB NO. WES 13384A

Shawn R. VanKampen
 SHAWN R. VANKAMPEN
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710
 LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2016



Prepared by:
 William E. Hanna Surveyors
 508 Pine Street
 DeKalb, Illinois 60115
 (815) 756-2189
 Fax 748-2532
 info@hannasurveyors.com
 License # 1842807

CITY OF BATAVIA

DATE: July 29, 2016
TO: Committee of the Whole-CD
FROM: Scott Buening, Community Development Director
SUBJECT: Resolution 16-70-R Amending Intergovernmental Agreement with North Aurora-Hart Road
Ordinance 16-49 Annexation of Unoccupied Territory along the Hart Road Boundary Line
Ordinance 16-50 Excluding of Unoccupied Territory along the Hart Road Boundary Line

1. **Summary:** Discussion on amending an Intergovernmental Agreement (IGA) with North Aurora in relation to ownership and maintenance of part of Hart Road as well as annexing and excluding (disconnection) portions of Hart Road.
2. **Background:** In 1998 the City and the Village of North Aurora passed an IGA which governed the ownership and maintenance of Hart Road south of what is now Ritter Drive. Since that time, both municipalities have annexed and dedicated portions of this road right-of-way which has created an unusual boundary alignment. Furthermore, as the language of this agreement was not well known or codified by Ordinance or Resolution, the maintenance duties of the roadway have become a bit murky and duplicative.

In order to rectify this situation, both staffs have met and have drafted a revision to the IGA with the assistance of the City Attorney. Note that Kevin Drendel acts as Counsel for both Batavia and North Aurora. Since the matter was not contentious, we mutually agreed to have his office draft the amended IGA.

The main points of the amended IGA are as follows:

- Batavia will deannex and North Aurora will annex all of the Hart Road right-of-way (ROW) south of the Wind Energy Pass intersection.
- North Aurora will deannex and Batavia will annex all of Hart Road north of and including the Wind Energy Pass intersection.
- Batavia will mow the east parkway of Hart Road south of Wind Energy Pass adjacent to the City detention pond.
- North Aurora will mow the west parkway of Hart Road north of Wind Energy Pass adjacent to the Village of North Aurora residences.
- All existing utilities can remain in the ROW, regardless of the jurisdiction of the roadway.
- Each municipality will simply notify the other when utility work is being done in their section of roadway. The previous agreement required a formal permit for this work.

- The City will plow Hart from Wind Energy Pass north, and North Aurora will plow from Wind Energy Pass south.
- Each municipality will patch and resurface their respective sections of road. The previous agreement had each town meet and divide the % of road based on the jagged jurisdiction line.
- Parkway tree removals (not trimming) require consultation with the other municipality.

We feel that this is a mutually agreeable solution that clarifies the jurisdiction and maintenance responsibilities for this section of road. North Aurora will be taking this to their Committee meeting in the near future for action.

3. Alternatives, including no action if viable:

- **Pros** The amendment and annexation/exclusion (disconnection) clarifies the jurisdiction and maintenance responsibilities for the section of Hart Road that lies on the mutual boundary line. This will reduce duplication of efforts and prevent miscommunication in the future.
- **Cons** There are no real cons to the proposed agreement.
- **Budget Impact** No significant budget impact, but plowing and mowing activities will not be duplicated in the future.
- **Staffing Impact** No significant impact on staffing.

4. **Timeline for actions:** There is no specific timeline as this issue has been continuing for a number of years.

5. **Staff recommendation:** Staff recommends that the Committee approve of Resolution 16-70-R Amending Intergovernmental Agreement with North Aurora-Hart Road, Ordinance 16-49 Annexation of Unoccupied Territory along the Hart Road Boundary Line, and Ordinance 16-50 Excluding of Unoccupied Territory along the Hart Road Boundary Line.

Attachments:

1. Resolution 16-70-R Amending Intergovernmental Agreement with North Aurora-Hart Road
2. Ordinance 16-49 Annexation of Unoccupied Territory along the Hart Road Boundary Line
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4. Draft IGA.
5. 1998 IGA.
6. Plats of annexation and disconnection.
7. Map showing proposed boundary after land annex/disconnection.

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-70-R**

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO AN
INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE AND UTILITY
LOCATION IN HART ROAD RIGHT-OF-WAY BETWEEN THE
CITY OF BATAVIA, ILLINOIS, AND THE VILLAGE OF NORTH AURORA**

BE IT RESOLVED, by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute the agreement between the City of Batavia and the Village of North Aurora attached hereto as **EXHIBIT A**.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this ____ day of _____, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		14 Ayes	0 Nays	0 Absent	Abstention(s)					
		Total holding office: Mayor and 14 aldermen								

ATTEST:

_____, Deputy City Clerk

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-49**

**AN ORDINANCE FOR THE ANNEXING OF
UNOCCUPIED TERRITORY ALONG THE HART ROAD BOUNDARY LINE
WITH THE VILLAGE OF NORTH AURORA TO THE CITY OF BATAVIA**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
____ DAY OF _____, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This ____ day of _____, 2016

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-49**

**AN ORDINANCE FOR THE ANNEXING OF
UNOCCUPIED TERRITORY ALONG THE HART ROAD BOUNDARY LINE
WITH THE VILLAGE OF NORTH AURORA IN THE CITY OF BATAVIA**

WHEREAS, the City of Batavia entered into an Intergovernmental Agreement for Maintenance and Utility Location in Hart Road Right-Of-Way dated April 13, 1998, with the Village of North Aurora and amended that Agreement recently by which the Village agreed to exclude certain territory comprised of a portion of Hart Road and associated right-of-way, and the City agreed to annex the same territory, including the following described property (hereinafter referred to as the “Hart Road Property”):

See Exhibit A attached hereto and incorporated herein.

WHEREAS, the Hart Road Property being excluded from the Village and to be annexed by the City is located along Hart Road beginning approximately from the north line of Hartfield Estates Unit 2 extended along the midline of the intersection of Ritter Drive and Hart Road south to the southern line of Wind Energy Pass at the intersection of Hart Road, and all of the area of Hart Road and associated right-of-way in between; and

WHEREAS, the Hart Road Property is unoccupied and lies along the boundary line of the Village of North Aurora and the City of Batavia and is dedicated public road and road right-of-way; and

WHEREAS, the City has the authority pursuant to 65 ILCS 5/7-1-25 to annex the Hart Road Property being excluded by the Village of North Aurora.

NOW THEREFORE, BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. The recitals set forth above are incorporated herein as the material findings of the Mayor and City Council Members.

SECTION 2. The Hart Road Property legally described in Exhibit “A” that is being excluded from the Village of North Aurora as provided is hereby annexed to the City of Batavia.

SECTION 3. This Ordinance shall be recorded along with Exhibit B, being an accurate map of the territory being excluded by the Village of North Aurora and annexed to the City of Batavia, in the Kane County Recorder’s Office in coordination with the recording of the ordinance by the Village of North Aurora excluding the same property

SECTION 4. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to law.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-49

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this this ____ day of _____, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fisher				
2	Callahan					Wolff				
3	Hohmann					Chanzyt				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE: _____ Ayes _____ Nays _____ Absent _____ Abstentions Total holding office: Mayor and 14 aldermen										

ATTEST:

Christine Simkins, Deputy City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF TERRITORY ANNEXED

THE WESTERLY 73 FEET OF HART ROAD RIGHT OF WAY IN THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTHERLY LINE OF HARTFIELD ESTATES UNIT TWO AND NORTH OF THE SOUTH LINE OF WIND ENERGY PASS, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT B
MAP OF THE TERRITORY BEING ANNEXED

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-50**

**AN ORDINANCE FOR THE EXCLUDING OF
UNOCCUPIED TERRITORY ALONG THE HART ROAD BOUNDARY LINE
WITH THE VILLAGE OF NORTH AURORA FROM THE CITY OF BATAVIA**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
____ DAY OF _____, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This ____ day of _____, 2016

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-50**

**AN ORDINANCE FOR THE EXCLUDING OF
UNOCCUPIED TERRITORY ALONG THE HART ROAD BOUNDARY LINE
OF THE CITY OF BATAVIA IN THE VILLAGE OF NORTH AURORA**

WHEREAS, the City of Batavia entered into an Intergovernmental Agreement for Maintenance and Utility Location in Hart Road Right-Of-Way dated April 13, 1998, with the Village of North Aurora and amended that Agreement recently by which the City agreed to exclude certain territory comprised of a portion of Hart Road and associated right-of-way, and the Village of North Aurora agreed to annex the same territory, including the following described property (hereinafter referred to as the “Hart Road Property”):

See Exhibit A attached hereto and incorporated herein.

WHEREAS, the Hart Road Property being excluded from the City and to be annexed by the Village of North Aurora is located along Hart Road beginning approximately 136.13 feet south of the southerly edge of Wind Energy Pass and running south approximately another 158.67 to a point parallel with Hart Road, including all of the area of Hart Road and associated right-of-way in between; and

WHEREAS, the Hart Road Property is unoccupied and lies along the boundary line of the Village of North Aurora and the City of Batavia and is dedicated public road and road right-of-way; and

WHEREAS, the City has the authority pursuant to 65 ILCS 5/7-1-25 to exclude the Hart Property, subject to being annexed by the Village of North Aurora.

NOW THEREFORE, BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. The recitals set forth above are incorporated herein as the material findings of the Mayor and City Council Members.

SECTION 2. The Hart Road Property legally described in Exhibit “A” is hereby excluded from the City of Batavia.

SECTION 3. This Ordinance shall be recorded along with Exhibit B, being an accurate map of the territory being excluded by the City of Batavia, in the Kane County Recorder’s Office in coordination with the recording of the ordinance by the Village of North Aurora annexing the same property

SECTION 4. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to law.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-50

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of _____, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this this ____ day of _____, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fisher				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE: _____ Ayes _____ Nays _____ Absent _____ Abstentions Total holding office: Mayor and 14 aldermen										

ATTEST:

Christine Simkins, Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE TERRITORY TO BE EXCLUDED

DESCRIPTION OF PROPERTY HEREBY DISCONNECTED: THAT PART OF HART ROAD RIGHT OF WAY IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 101 IN BEECHEN & DILL'S PRAIRIE TRAIL SOUTH, THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID LOT, 294.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT, THENCE WESTERLY, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT, 73.0 FEET TO THE FORMER RIGHT OF WAY LINE OF HART ROAD; THENCE NORTHERLY, ALONG SAID FORMER RIGHT OF WAY LINE, 158.67 FEET; THENCE EASTERLY, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF HARTFIELD ESTATES UNIT THREE, 66.0 FEET TO THE WEST LINE OF SAID BEECHEN & DILL'S PRAIRIE TRAIL SOUTH; THENCE NORTHERLY, ALONG SAID WEST LINE, 136.13 FEET; THENCE EASTERLY, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF WIND ENERGY PASS, 7.0 FEET TO THE POINT OF BEGINNING, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

EXHIBIT B
MAP OF TERRITORY TO BE ANNEXED

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR MAINTENANCE AND UTILITY LOCATION
IN HART ROAD RIGHT-OF-WAY

This Agreement entered into this ____ day of _____, 2016, by and between the Village of North Aurora (hereinafter the "Village") and the City of Batavia (hereinafter the "City") both municipal corporations of the State of Illinois.

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes the Village and City to cooperate in the performance of their respective duties and responsibilities by agreement; and,

WHEREAS, the Village and City have previously, by annexation, acquired separate but contiguous portions of the Hart Road right-of-way, south of the south line of Section 27, Township 39 North, Range 8 East of the Third Principal Meridian, and have previously agreed on the boundary between the Village and City, west of Hart Road, pursuant to the Intergovernmental Agreement for Maintenance and Utility Location in Hart Road Right-of-Way dated April 13, 2008 (hereinafter the "Hart Road Agreement"); and,

WHEREAS, the Village and City also agreed to the allocation of certain maintenance responsibilities for the roadway and utilities in the Hart Road right-of-way pursuant to the Intergovernmental Agreement; and

WHEREAS, the Village and City desire to cooperate further together to amend the Intergovernmental Agreement provide for an alteration of jurisdictional boundaries and responsibilities to provide continuity and simplify the jurisdictional boundaries and responsibilities.

NOW, THEREFORE, in consideration of the above preamble and mutual promises and covenants contained herein, both the Village and the City agree to amend and restate the Hart Road Agreement in its entirety as follows:

1. The recitals set forth above are incorporated herein as material components of this Agreement.

2. The new jurisdictional divide shall become the intersection of Hart Road and Wind Energy Pass/Hartfield Drive, and any agreements affecting the boundary between the Village and the City shall be amended by this Agreement accordingly. In order to accomplish the change, the City shall take action to disconnect that portion of Hart Road presently in its jurisdiction south of Wind Energy Pass, and the Village shall take action to disconnect that portion of Hart Road presently in its jurisdiction north of and including the Wind Energy Pass

intersection; and, immediately following the respective disconnections, each party shall take action to annex that portion of Hart Road that was disconnected by the other. The action to disconnect the properties shall be accomplished within one hundred twenty (120) days, and the annexations shall take place with sixty (60) days after the respective actions disconnecting.

3. All work in the right-of-way shall require proper notification by the City and Village.

4. Any repair of existing utilities, roadway, and/or rights-of-way done by either the Village or City shall include reparation and restoration to the pre-existing condition or to a mutually agreeable condition.

5. The parties shall coordinate and agree on the installation of additional utilities in the right-of-ways, subject to the restoration conditions as stated in Section 3 above.

6. The City shall be responsible for snowplowing Hart Road from the intersection with Hartfield Drive/Wind Energy Pass north, and the Village shall be responsible for snowplowing Hart Road from the intersection of Hartfield Drive/Wind Energy Pass south.

7. Each party shall be responsible for the repair and resurfacing of their respective portions Hart Road as defined herein.

8. Parkway tree trimming and removal shall be the responsibility of the respective municipalities for the portions of right-of-way in their respective jurisdictions; however, parkway tree removal shall require consent from the other municipality, and each tree removed shall be replaced with a tree of an approved species per the relevant code of the party replacing the tree.

9. The parties shall be responsible to mow the parkways for the stretch of Hart Road in each municipality, except that the City shall mow the parkway on the east side of Hart Road south of Hartfield Drive/Wind Energy pass to the southern City limits, and the Village shall mow the parkway on the west side of Hart Road north of Hartfield Drive/Wind Energy Pass to the Village limits at Ritter.

10. The failure of either party, at any time, to insist upon strict performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be construed as waiver of any right to enforce any term covenant, agreement or condition of this Agreement in the future.

11. No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing, approved by the governing body of each party hereto and signed the authorized representatives of both parties.

12. This Agreement shall inure to the benefit of the parties hereto their heirs, successors and assigns.

13. This Agreement amends and restates the Hart Road Agreement in its entirety.

14. This Agreement shall be effective upon the latter of the formal action to approve this Agreement by both parties.

CITY OF BATAVIA

VILLAGE OF NORTH AURORA

Mayor

President

ATTEST:

Attest:

City Clerk

Village Clerk

Dated _____, 2016

Dated _____, 2016

**INTERGOVERNMENTAL AGREEMENT FOR
MAINTENANCE AND UTILITY LOCATION IN
HART ROAD RIGHT-OF-WAY**

This Agreement entered into this 13th day of April, 1998 by and between the Village of North Aurora (hereinafter the "Village") and the City of Batavia (hereinafter the "City") both municipal corporations of the State of Illinois.

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes the Village and City to cooperate in the performance of their respective duties and responsibilities by contract and other agreement; and,

WHEREAS, the Village and City have, by annexation, acquired separate but contiguous portions of the Hart Road right-of-way, south of the south line of Section 27, Township 39 North, Range 8 East of the Third Principal Meridian, the agreed upon boundary between the Village and City, west of Hart Road, as shown on attached Exhibit A; and,

WHEREAS, the Village and City have certain maintenance responsibilities for the roadway and utilities in the Hart Road right-of-way; and

WHEREAS, the Village and City desire to cooperate among themselves to accomplish said maintenance of the roadway and utilities in the Hart Road right-of-way.

NOW, THEREFORE, in consideration of the above preamble and mutual promise and covenants contained herein, both the Village and the City agree as follows:

1. All work in the right-of-way shall require a permit authorized by the City and Village to assure proper notification.
2. Repair of existing utilities will be done by the Village or City or their agents and the roadway and right-of-way shall be repaired to its pre-existing condition or to a mutually agreeable condition.
3. Installation of additional utilities in the right-of-way shall be by mutual agreement with restoration requirements as stated in 2 above.
4. The City shall be responsible for snowplowing Hart Road from the intersection with Hartfield Drive north. The Village shall be responsible for snowplowing its portion of Hart Road from the intersection of Hartfield Drive south.

5. Repair and resurfacing of Hart Road shall be done at a mutually agreed upon time with financial obligations based on a ratio of right-of-way ownership. If either party has not obligated funds for Hart Road maintenance at said mutually agreed upon time, that party shall reimburse the other party its proportionate share within one year of the completed work.
6. This agreement shall be effective upon approval by the respective legislative bodies of the Village and City.
7. The failure of the Village or the City, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be construed as waiver of any right to enforce any term, covenant, or condition herein contained.
8. No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing, approved by the governing body of each party hereto and signed by their respective president, chairman or mayor.
9. This agreement shall inure to the benefit of the parties hereto their heirs, successors and assigns.

Dated at Batavia, Illinois this 1st day of June, 1998.

Dated at North Aurora, Illinois, this 13th day of April, 1998.

ATTEST:

VILLAGE OF NORTH AURORA

By: Barbara Erickson
Village Clerk

By: Mark Ruff
President, Village of North Aurora



CITY OF BATAVIA

By: Penelope L. Tracy
City Clerk

By: Jeffery D. Scheelke
Mayor, City of Batavia

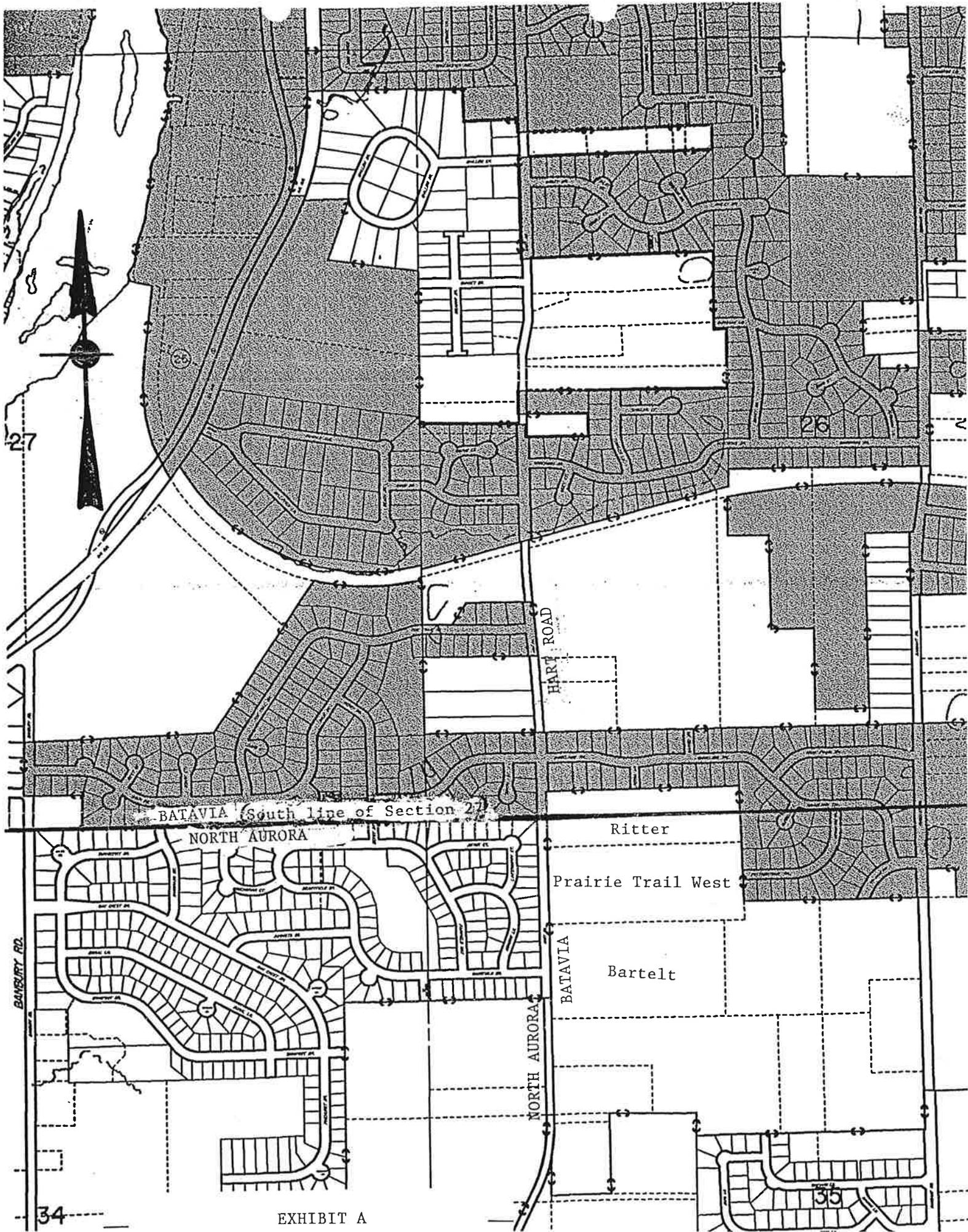
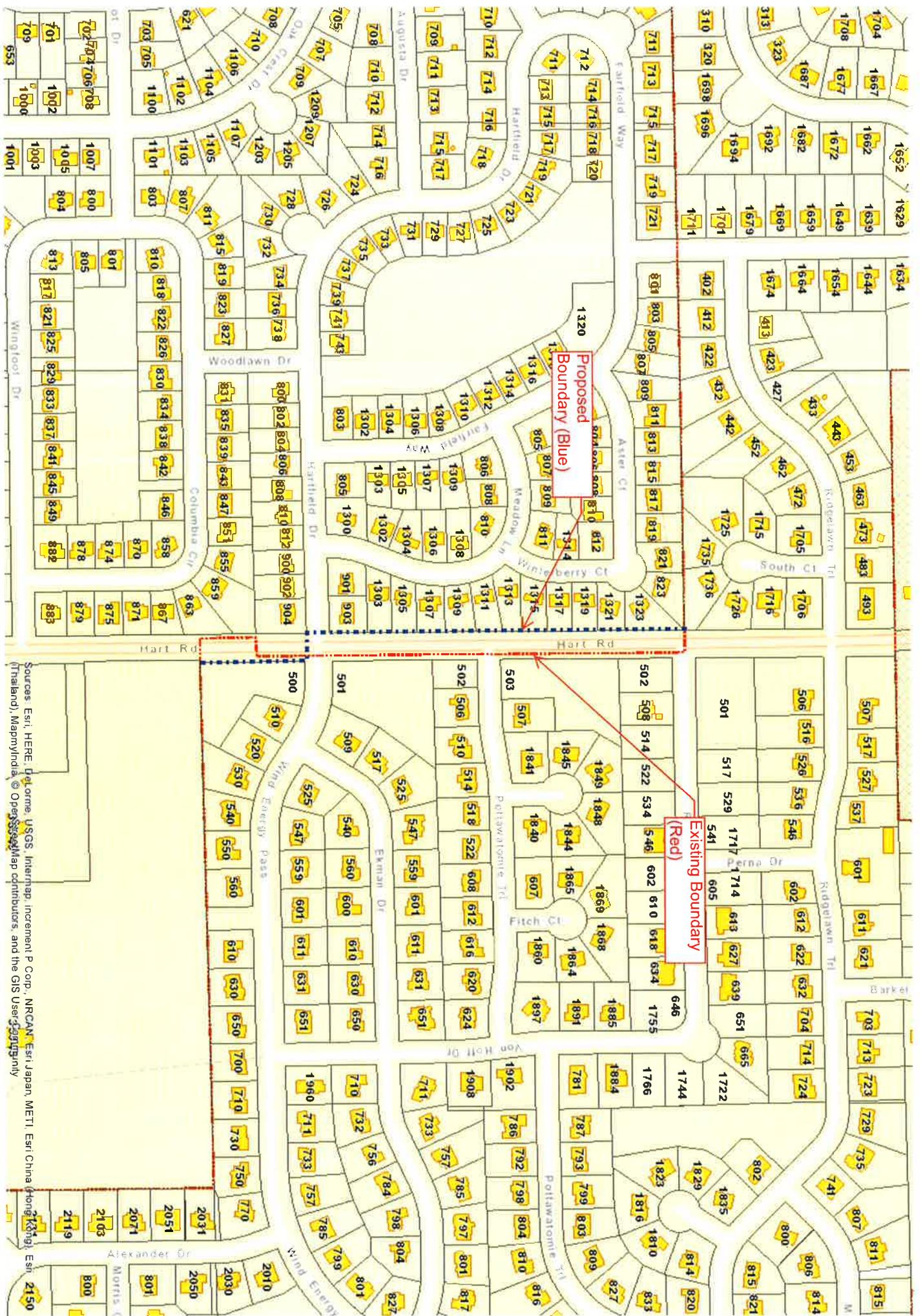


EXHIBIT A



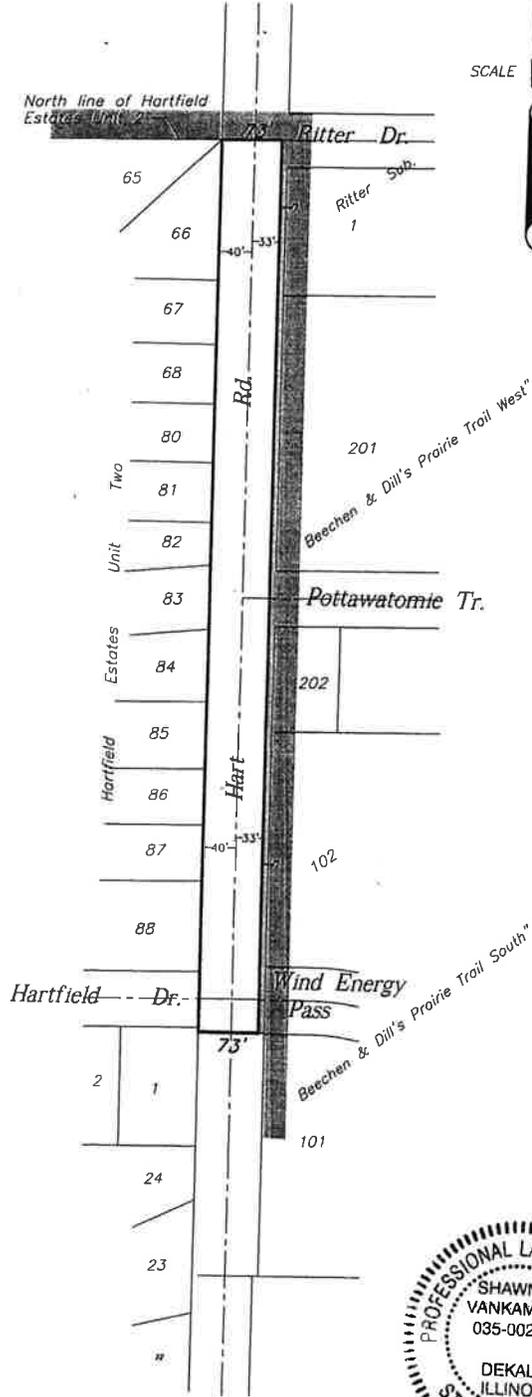
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Swire, (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Map of Territory hereby annexed to the City of Batavia, Illinois

DESCRIPTION OF PROPERTY HEREBY DISCONNECTED:

THE WESTERLY 73 FEET OF HART ROAD RIGHT OF WAY IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTHERLY LINE OF HARTFIELD ESTATES UNIT TWO AND NORTH OF THE SOUTH LINE OF WIND ENERGY PASS, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

- =LEGEND=-----
-  Boundary of property hereby annexed
 -  Indicates existing corporate limits



STATE OF ILLINOIS)
 COUNTY OF DEKALB)

THIS IS TO CERTIFY THAT I, SHAWN R. VanKAMPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710 HAVE PREPARED THE ATTACHED PLAT FOR ANNEXATION PURPOSES AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID ANNEXATION.

DATED AT DEKALB, ILLINOIS THIS 14TH DAY OF JULY, 2016.

Shawn R. VanKampen
 SHAWN R. VanKAMPEN
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710
 LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2016

FOR: CITY OF BATAVIA
 JOB NO. WES 13561C

EXHIBIT _____

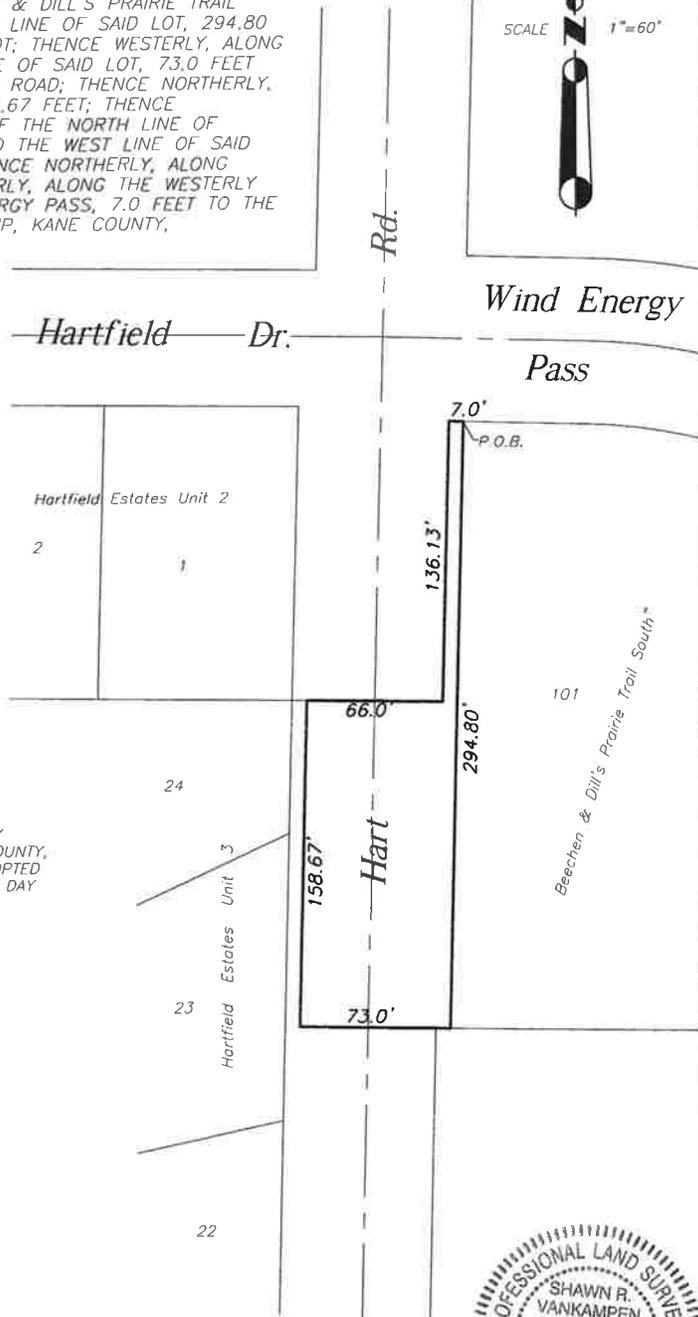


Prepared by:
 William E. Hanna Surveyors
 508 Pine Street
 DeKalb, Illinois 60115
 (815) 756-2189
 Fax 748-2532
 info@hannasurveyors.com
 License # 1842807

Plat of Disconnection from the City of Batavia, Illinois

DESCRIPTION OF PROPERTY HEREBY DISCONNECTED: THAT PART OF HART ROAD RIGHT OF WAY IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 101 IN BEECHEN & DILL'S PRAIRIE TRAIL SOUTH; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID LOT, 294.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE WESTERLY, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT, 73.0 FEET TO THE FORMER RIGHT OF WAY LINE OF HART ROAD; THENCE NORTHERLY, ALONG SAID FORMER RIGHT OF WAY LINE, 158.67 FEET; THENCE EASTERLY, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF HARTFIELD ESTATES UNIT THREE, 66.0 FEET TO THE WEST LINE OF SAID BEECHEN & DILL'S PRAIRIE TRAIL SOUTH; THENCE NORTHERLY, ALONG SAID WEST LINE, 136.13 FEET; THENCE EASTERLY, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF WIND ENERGY PASS, 7.0 FEET TO THE POINT OF BEGINNING, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

SCALE 1"=60'



STATE OF ILLINOIS)
)SS
 COUNTY OF KANE)

THE PROPERTY DESCRIBED HEREON IS HEREBY DISCONNECTED FROM THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS BY ORDINANCE NO. _____ ADOPTED BY THE CITY COUNCIL OF SAID CITY ON THE _____ DAY OF _____, 20____.

BY: _____
 MAYOR

ATTEST: _____
 CITY CLERK

STATE OF ILLINOIS)
)SS
 COUNTY OF DEKALB)

THIS IS TO CERTIFY THAT I, SHAWN R. VANKAMPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710 HAVE PREPARED THE ATTACHED PLAT FOR DISCONNECTION PURPOSES AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID DISCONNECTION.

DATED AT DEKALB, ILLINOIS THIS 9TH DAY OF DECEMBER, 2015.



FOR: CITY OF BATAVIA
 JOB NO. WES 13384A

Shawn R. VanKampen
 SHAWN R. VANKAMPEN
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710
 LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2016

Prepared by:
 William E. Hanna Surveyors
 508 Pine Street
 DeKalb, Illinois 60115
 (815) 756-2189
 Fax 748-2532
 info@hannasurveyors.com
 License # 1842807

CITY OF BATAVIA

DATE: August 3, 2016
TO: Committee of the Whole-CD
FROM: Chris Aiston, Economic Development Consultant

SUBJECT: CONSIDERATION OF ORDINANCE NO. 16-48, APPROVING AND AUTHORIZING THE ACQUISITION OF THE REAL PROPERTY LOCATED AT 121 E. WILSON STREET BATAVIA, IL

Please find attached Ord. No. 16-48, Approving and Authorizing the Acquisition of Real Property Located at 121 E. Wilson Street, Batavia, IL

Background

For the past several months, City Staff and City Attorney have been negotiating the purchase of the real estate at 121 E. Wilson Street (“Frydendall Property”). The City’s purchase of this property (and ultimately removing all existing structures located thereon) is required by the proposed TIF Redevelopment Agreement between the City of Batavia and 1 N. Washington, LLC and will advance the planned redevelopment of the former First Baptist Church and its surrounding properties.

After lengthy negotiations, on or about June 30th, the parties reached an agreement on the following pertinent terms:

1. Purchase Price: \$195,000.00 (One Hundred and Ninety Thousand Dollars and No Cents).
2. Earnest Money Deposit: Purchaser City will pay \$5,000.00 to Seller, JOL Joint Living Trust as non-refundable “earnest money”. This amount will be applied to the purchase price at closing.
3. Closing Date: Thirty days from “effective date” of contract (as signed on July 18, 2016). Closing Date is therefore August 17, 2016.
4. Possession Date: Six months from Closing date, or February 17, 2017. On this date, City and/or its affiliates, as designated in writing, shall possess property free and clear.
5. Other Costs to City:
 - a. Title Insurance, Escrow and related closing fees (approximately \$5600.00);
 - b. Phase I Environmental Assessment (to be conducted at City’s option);
 - c. Seller’s Attorneys Fees in the amount of \$2,500.00; and
 - d. Seller’s Moving Expenses in the amount of \$5,000.00.

Analysis

The property owner had not publicly offered his property for sale, either personally or through a real estate broker. It is generally understood when both parties are acting in their own self interest and not subject to any pressure or duress from the other party, the seller will not sell his property for less than what he believes the fair market value to be, nor would the buyer pay more than what he believes the fair market value to be. In the end, usually a compromise is met and the two parties reach an agreed price, which essentially establishes the real fair market value.

This purchase and sale, however, is not an “arm’s length transaction”. In real estate parlance, an arm's length transaction is one where the buyer and seller are acting independently, in their own self interest, are motivated to sell and buy *and are not subject to any pressure or duress from the other party*. In this case, as previously stated, the subject property was not offered for sale by ownership, and the seller was not motivated to sell. It was the City, as prospective buyer, that approached ownership to offer to buy the real estate, motivated by a need to control the real estate and thereby possibly facilitate a comprehensive redevelopment project involving this property and considerably more property surrounding it. Because of the specific location of the property in question, critical to the proposed redevelopment plan, it became apparent to both parties that the City’s motivation (and possible special legal authority) to acquire the land exceeded the seller’s motivation to sell it, if any such motivation existed at all when the City approached the seller in this matter.

The above described conditions resulted in the City agreeing to pay an amount that likely exceeds the true fair market value for an arm’s length transaction. In this case, the value of the property to the City, in the opinion of the staff, far outweighs the fair market value because this parcel is necessary for the redevelopment of the City-owned properties surrounding this property, and the property owned by the City could not be redeveloped without it. The redevelopment will accomplish many goals that will benefit the public like adding parking to the downtown, bringing additional residents into the downtown, bringing additional business and commercial activity into the downtown and exponentially increasing the tax base. These public benefits make the acquisition of the property, even at something greater than fair market value, beneficial to the City and the public.

Budget Impact

The City has sufficient funds in its General Fund Reserve Account to meet the financial obligations of the proposed purchase, as set forth above.

Recommendation

Staff recommends the Committee of the Whole move to City Council consideration with a positive recommendation for Ordinance 16-48, Authorizing Execution of a Purchase and Sale Agreement with JOL Joint Living Trust for the Purchase of Property, Common Address 121 E. Wilson Street

Attachments:

Ordinance 16-48, Approving and Authorizing the Acquisition of Real Property Located at 121 E. Wilson Street, Batavia, IL; “Purchase and Sale Agreement”.

CC: Mayor Schielke; Laura Newman; Kevin Drendel; Department Heads

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-48**

**APPROVING AND AUTHORIZING THE ACQUISITION OF THE REAL PROPERTY
LOCATED AT 121 E. WILSON STREET BATAVIA, IL**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
___ DAY OF _____, 2016**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This ___ day of _____, 2016

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 16-48**

**APPROVING AND AUTHORIZING THE ACQUISITION OF THE REAL PROPERTY
LOCATED AT 121 E. WILSON STREET BATAVIA, IL**

WHEREAS, the City staff has identified the property at 121 E. Wilson Street in the City of Batavia, IL, as property that is necessary for acquisition for the redevelopment of property owned by the City that is surrounding the 121 E. Wilson Street property for the purpose of public parking, for residential uses and for commercial uses, all of which will increase the tax base of the City, bring increased foot traffic to the downtown that will benefit the existing business and bring new business into the downtown area, and strengthen, conserve and revitalize the downtown area, all to the benefit of the public; and,

WHEREAS, City staff have negotiated a real estate Purchase and Sale Agreement for the property located at 121 E. Wilson Street (the “Property”), a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” that is signed by the property owner on July 18, 2016 (“Agreement”); and

WHEREAS, the Mayor and City Council members have determined that the acquisition of the Property is beneficial to the City and the public.

NOW THEREFORE, BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. The Agreement attached as Exhibit A is hereby approved, and the signature of the City Administrator is hereby affirmed and ratified.

SECTION 2. The City Administrator, the City Attorney and/or their designees are hereby authorized and directed to take all actions necessary and appropriate to close the transaction and to acquire title to the Property pursuant to the terms and conditions of the Agreement.

SECTION 3. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to law.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 15th day of August, 2016.

CITY OF BATAVIA, ILLINOIS ORDINANCE 16-____

APPROVED by me as Mayor of said City of Batavia, Illinois, this 15th day of August, 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fisher				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE: ____ Ayes ____ Nays ____ Absent ____ Abstentions Total holding office: Mayor and 14 aldermen										

ATTEST:

Christine Simkins, Deputy City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into June 30, 2016 (or such later date that Purchaser receives a fully executed copy of this Agreement) by and between **JOL JOINT LIVING TRUST** ("Seller"), and **CITY OF BATAVIA, AN ILLINOIS MUNICIPAL CORPORATION** ("Purchaser"). The last of the dates that this Agreement is signed by the Seller or the Purchaser shall be considered the Effective Date of this Agreement.

RECITALS:

A. Seller is the fee owner of the Property (hereinafter defined), commonly referred to as 121 E. Wilson St., Batavia, Illinois and the owner of the Personal Property (hereinafter defined and, together with the Property, collectively referred to herein as the "Property" described below).

B. Seller desires to sell, and Purchaser desires to purchase, the Property upon and subject to the terms and conditions hereinafter set forth.

C. The parties agree that Purchaser is a home rule Illinois Municipal Corporation with the authority to purchase real property through the exercise of eminent domain, that the sale of the Property by Seller to Purchaser is not at arm's length, is in response to Purchaser's stated intention to exercise its eminent domain powers to acquire the Property from Seller if an Agreement such as this were not created, and that Seller is not a willing seller.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

Section 1. Purchase and Sale of the Property.

a. **Purchase Price.** Subject to and in accordance with the terms and conditions contained in this Agreement, Seller agrees to sell, assign, convey, and transfer to Purchaser all Seller's right, title, and interest in and to the "Property" (as hereinafter defined), and Purchaser hereby agrees to purchase the Property for One Hundred Ninety-Five and No/100 Dollars (\$195,000).

b. **Earnest Money Deposit.** Upon execution of this Purchase and Sale Agreement, Purchaser shall tender to Seller an earnest money deposit in the amount of Five Thousand and No/100 Dollars (\$5,000) which shall be non-refundable, except as provided in Sections 2.b, 10.d and 10.e below. In the event that Purchaser closes on its purchase of the Property, the amount of the earnest money deposit shall be applied against the purchase price.

c. **Personalty.** All personal property, if any, owned by Seller and located on or in the Property (the "Personalty") shall be removed by Seller prior to the Possession Date defined in Section 2.b.

d. **Appurtenances.** All rights, privileges and easements appurtenant to the Property, all development rights, water rights, mineral rights, and air rights relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Property ("Appurtenances") shall transfer to Purchaser upon Closing.

e. **Awards.** All right, title, and interest to any unpaid awards for damages to the Property resulting from any casualty, taking in eminent domain, or by reason of change of grade of any street accruing after closing of the purchase and sale pursuant to this Agreement shall transfer to Purchaser.

f. **Legal Description.** See attached Exhibit A.

Section 2. Closing Date; Possession; Termination.

a. Closing Date. The "Closing" of the transaction contemplated hereby shall occur within thirty (30) days after the Effective Date (the "Closing Date"). The Closing shall take place through escrow ("Escrow") on the Closing Date at the offices of Chicago Title Insurance Company, 1795 IL-38, Geneva, IL 60134 (the "Title Insurer"). Possession of the Property shall be delivered to Purchaser on the date that is six (6) months from the Closing Date ("Possession Date") free and clear of the rights of all third parties, excepting Purchaser and/or affiliates of Purchaser identified by Purchaser in writing.

b. Right to Retain Possession. Seller's right of possession shall terminate on the Possession Date. Seller shall not have to pay rent to Purchaser, nor be responsible for any real property taxes that might arise for the period following Closing, but shall be responsible for payment of all utilities associated with the Property. Seller shall maintain liability insurance on the Property and name the City as a co-insured under said policy in a minimum amount of \$1,000,000. Seller also agrees to indemnify and hold Purchaser harmless from any claims or damages, including costs of defense, related to the Property and arising during the period of time from the date of Closing until Sellers transfers possession to the Purchaser. Seller shall remove all personal property desired by Seller prior to the date for transfer of possession, and that any such property remaining on or within the Property after that date shall be the property of the Purchaser to do with it as it wishes. Seller shall have no claim against the City for loss due to Seller having left any personal property on or within the Property following the date for transfer of possession Seller shall take no action that will encumber the property or create any rights in any third parties that may affect the condition of title.

Section 3. Property Information / Title and Survey.

a. Current Title. Purchaser may, at Purchaser's cost and expense, secure: (i) a current title commitment from the Title Insurer for the Property, and (ii) legible copies of all documents of record affecting the Property as disclosed in the title commitment (the "Title Information"), and obtain all of same at any time, provided that if Purchaser does not obtain the title commitment, Seller shall obtain it at Seller's costs no later than thirty (30) days prior to Closing. Not later than thirty (30) days following receipt of all Title Information (the "Title Advisory Date"), Purchaser shall provide written notice to Seller of ("Purchaser's Title Notice"): (i) permitted exceptions to title (ii) the Redevelopment Agreement and easements and other obligations specified therein and (iii) any matters affecting title to the Property which are not permitted by Purchaser as to which Purchaser disapproves, and pursuant to said notice request that Seller correct such unpermitted title matters. Seller shall, in the exercise of its reasonable discretion, advise Purchaser not later than the fifth (5th) business day following its receipt of Purchaser's Title Notice (the "Title Response Date"), as to whether Seller intends to correct the unpermitted title matters or provide endorsement coverage with respect thereto prior to the Closing. If Seller elects not to correct the unpermitted title matters, or if Seller elects not to provide endorsement coverage, or if Seller provides no notice to Purchaser by 5:00pm on the Title Response Date (in which event Seller shall be deemed to have elected not to correct the unpermitted title matter), Purchaser shall have the option to either waive its objection or cancel this Agreement in writing to Seller given no later than the later of: (i) the expiration of the tenth (10th) Business Day following expiration of the Initial Due Diligence Period, and (ii) the expiration of the tenth (10th) Business Day following the Title Response Date. If Seller elects to correct an unpermitted title matter by way of endorsement coverage, Purchaser shall have the right to approve the form and content of the endorsement, which approval shall be in Purchaser's sole and absolute discretion. The cost of the title commitment and policy, the cost of any endorsements required to correct unpermitted title exceptions, and all closing fees shall be paid by Purchaser.

b. Current Survey. Purchaser may, at Purchaser's cost and expense, secure a current (dated subsequent to the Second Notice) ALTA/ACSM survey of the Property (the "Survey"); Not later than ten (10) days following receipt of all Survey (the "Survey Advisory Date"), Purchaser shall provide written notice to Seller of ("Purchaser's Survey Notice") of any matters affecting title to the Property which are not permitted by Purchaser as to which Purchaser disapproves, and pursuant to said notice request that Seller correct such unpermitted title matters. Seller shall, in the exercise of its reasonable discretion, advise Purchaser not later than the fifth (5th) business day following its receipt of the Survey ("Survey Response Date") as to whether Seller intends to correct any unpermitted title matters or provide endorsement coverage with respect thereto prior to the Closing. If Seller elects not to correct the unpermitted title matters, , Purchaser shall have the option to either waive its objection or cancel this Agreement in writing to Seller given no later than the expiration of the fifth (5th) Business Day following the Title Response Date, or correct the unpermitted title matter by way of endorsement coverage at Purchaser's sole expense. Purchaser shall have the right to approve the form and content of the endorsement, which approval shall be in Purchaser's sole and absolute discretion.

Section 4. Prorations. Seller agrees to provide to Purchaser at closing a credit for any unpaid real property taxes not currently due and owing. Such taxes shall be prorated at 105% of the amount indicated on most recent tax bill issued. Seller represents and warrants that all utilities associated with the Property will be paid in full as of the date of Closing and that no other utility charges or other expenses exist to be pro-rated. Purchaser acknowledges that in the event Seller retains possession under the provisions of Paragraph 2e, pending utility charges shall not have to have been paid by time of Closing.

Section 5. Conditions to Closing. Purchaser's obligation to purchase the Property shall, in addition to any other conditions set forth in this Agreement, be conditional and contingent upon satisfaction, or written waiver by Purchaser, of each and all of the below listed conditions on or before Closing Date (the "Conditions"):

a. Title Policy. On the Closing Date, Title Insurer shall be irrevocably committed to issue to Purchaser an ALTA extended coverage owner's policy of title insurance for the Property, with such endorsements requested by Purchaser (the "Title Policy") subject only to the permitted exceptions to title. Seller agrees that it will not cause any matters to affect title to the Property which would constitute further exceptions under the Title Policy.

b. Covenants, Representations and Warranties. The covenants of Seller are fully performed, and the representations and warranties of Seller are true and correct, on the Closing Date.

c. No Condemnation. The Property is not subject, in whole or in part, to any condemnation proceeding, or threat thereof, from any person other than the Purchaser on the Closing Date.

d. No Third Parties in or with right to Possession Except as Stated Herein.. No person or entity has, or claims to have, any right to possession of the Property or is in possession of the Property, whether by lease, license, or other means or claim of right except for xxxx d/b/a Batavia Insurance (Tenant). Seller represents that it has the authority to obtain possession upon no more than 60 days notice, and agrees that, within 5 days of receipt of Purchaser's Notice for Possession, Seller shall give Tenant notice to terminate the lease and/or occupancy within 60 days of Seller's Notice.

Section 6. Documents to be Delivered at Closing On the Closing Date, the following fully executed documents and/or items, acknowledged where appropriate, and in form and substance reasonably satisfactory to Purchaser shall be delivered to the Escrow (together referred to herein as the "Closing Documents"):

a. Deed. A Warranty Deed ("Deed") from Seller in form and content reasonably acceptable to Seller and Purchaser, conveying good and insurable fee simple title, subject to the permitted exceptions, and otherwise in recordable form.

b. Settlement Statement. A settlement statement prepared by the parties or the Title Insurer and acceptable to Purchaser and Seller showing all cash receipts and disbursements to be made on the Closing Date.

c. Title Policy. The Title Policy issued by the Title Insurer in the amount of the Purchase Price, insuring fee simple title to the Property as being vested in Purchaser, subject only to the permitted exceptions, and containing such endorsements as Purchaser may require. Purchaser shall be responsible to have the Title Policy delivered at the Closing (in a marked up and signed commitment or signed pro forma format so that upon closing the Title Insurer is insuring Purchaser's title to the Property, as opposed to committing to insure title), with the original Title Policy endeavored to be delivered to Purchaser within five (5) Business Days following the Closing Date. The cost of the Title Policy shall be borne by the Purchaser.

d. Non-Foreign Status Affidavit. An Affidavit of Non-Foreign Status executed by Seller in form and content reasonably acceptable to Seller and Purchaser, if necessary.

e. Other Documents. All other documents affecting title to or possession of the Property and necessary to transfer or assign the same to Purchaser as provided herein, including without limitation, documents reasonably required by the Title Insurer.

Section 7. Representations and Warranties of Seller. Seller represents and warrants, and covenants and agrees as follows for the benefit of Purchaser and Purchaser's successors and assigns:

a. Status of and Execution by Seller. Seller is now, and on the Closing Date will be duly empowered and authorized to do all things required of it under or in connection with this Agreement. All agreements, instruments, and documents herein provided to be executed or to be caused to be executed by Seller will be duly executed by and binding upon Seller and enforceable according to their terms. Seller is the fee simple owner of the Property.

b. Non-Foreign Status. Seller is not a "foreign person" as defined in, and Purchaser shall not be required to withhold any portion of the Purchase Price pursuant to Internal Revenue Code Section 1445.

c. Litigation and Condemnation. Seller has not received notice that any actions, suits, or proceedings of any kind are pending or threatened against or affecting Seller or the Property in any court of law or in equity or in arbitration or by any governmental department, commission, board, bureau, agency, or other instrumentality which might materially adversely affect the ownership or operation of the Property or the ability of Seller to timely perform its obligations under this Agreement, except from Purchaser. To Seller's knowledge, Seller has not received notice of any condemnation action threatened or pending against the Property, except from Purchaser, or any proposed or pending special assessment proceeding.

d. Violation of Laws. Seller has not received any written notice that the Property is in violation of any order, judgment, injunction, award, or decree of any court or agency of competent jurisdiction or any other requirement of any governmental authority or arbitrator or Board of Fire Underwriters applicable to the Property.

e. No Leases/Rights of Third Parties. There are no leases, licenses, or other rights of third parties to occupy or use the Property or any portion thereof, except as described in Paragraph 5d herein.

f. Special Assessments. Seller has not received any notice or information concerning any assessments for improvements (site or area) which have been or are to be installed by any public authority, the cost of which is to be assessed in whole or in part against any part of the Property.

g. Authority to Contract. Neither this Agreement nor anything provided to be done hereunder, or required to be done hereunder to effectuate the transaction contemplated hereunder, by Seller, including but not limited to the conveyance of the Property, will violate any contract, agreement or instrument to which Seller is a party to and/or which affects the Property.

h. Recapture Agreements. There are no obligations in connection with the Property for any so called "recapture agreements" involving refund, participation or payment of monies, nor any charge for work or services done, or to be done, upon or relating to or benefitting, whether now or in the future, the Property.

Seller shall be required to state in writing prior to Closing exceptions to the above listed representations, warranties, and covenants, in which case Purchaser may (i) terminate this Agreement if such exceptions are not reasonably acceptable, (ii) elect to close this transaction notwithstanding such exceptions, and/or (iii) pursue any and all other remedies available to Purchaser at law or in equity. The representations and warranties contained in this Agreement shall survive the Closing and the recordation of the Deed. Any liability of Seller arising in connection with the representations and warranties contained in this Agreement, however, shall terminate three hundred sixty five (365) days from the Closing Date, except for any claims asserted prior to the expiration of such three hundred sixty five (365) day period.

Section 8. Default. Seller shall be in default under this Agreement (i) if Seller breaches any representation or warranty of Seller contained in this Agreement, (ii) if Seller fails to timely perform any of its covenants, agreements, and/or obligations contained in this Agreement, (iii) if, as of Closing, there exists any unpermitted title and/or survey exceptions, and (iv) if any of the conditions set forth in Section 5 above or elsewhere contained in this Agreement are unsatisfied as of Closing as the result of Seller's action or inaction. Purchaser shall provide Seller with written notice of default and Seller shall be entitled to cure any such default within ten (10) days of receipt of Purchaser's notice of default. In the event of an uncured default by Seller under this Agreement, Purchaser shall, notwithstanding anything to the contrary contained in this Agreement, have all remedies specified in this Agreement

and all other remedies available to Purchaser at law or in equity, including without limitation, specific performance. The recitation of a specific remedy in this Agreement shall not exclude any and all other remedies available to Purchaser at law or in equity.

Purchaser shall be in default under this Agreement if Purchaser breaches any representation or warranty of Purchaser herein contained in this Agreement or if Purchaser fails to timely perform any of its covenants, agreements, and/or obligations contained in this Agreement. In the event of a default by Purchaser under this Agreement which is not cured within ten (10) days of written notice of default received by Purchaser from Seller, Seller's sole and exclusive remedy hereunder shall be to terminate this Agreement by notice to Purchaser, whereupon all rights, duties and obligations of the parties under this Agreement shall terminate.

Section 9. Cooperation to Effect 1031 Exchange. Seller may elect to effect its transfer and conveyance of the Property as part of an exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. If Seller so elects, it shall provide notice to Purchaser of such election, and thereafter may at any time at or prior to the Closing assign its rights (but such assignment shall not relieve Seller of its obligations) under this Agreement to a "qualified intermediary" as defined in Treasury Regulation §1.1031(k)-1(g)(4), subject to all rights and obligations hereunder of Seller. Purchaser agrees to cooperate with all reasonable requests of Seller and the "qualified intermediary" in arranging and affecting the transfer of the Property in accordance with such provision so long as the same do not cause expense to Purchaser or liability and the date of the Closing hereunder is not delayed. It is the intent of the parties that Purchaser shall incur any income tax liability as a result of cooperating with Seller in consummating a tax-deferred exchange, and that Purchaser shall not incur any expenses or liability of any nature in connection with such exchange transaction. Seller, if electing to effect an exchange, agrees to and shall indemnify and hold harmless Purchaser from any and all loss, liability, costs, claims, demands, expenses, damages, actions, causes of action and suits (including, without limitation, reasonable attorney's fees and costs of litigation, if any) arising out of or related to Purchaser's participation in any such exchange transaction hereunder. Notwithstanding the foregoing, all representations, warranties, or other agreements entered into by and between Seller and Purchaser either herein or in any other document executed before or at Closing and intended to survive Closing shall continue in full force and effect and not be effected by Seller's assignment of its rights and obligations to its qualified intermediary.

Section 10. Miscellaneous.

a. Possession. Possession of the Property shall be delivered to Purchaser six (6) months from the Closing date.

b. Attorney Fees. In the event that a party hereto is in default of its obligations herein contained and the non-defaulting party sues to enforce its rights hereunder, the defaulting party shall pay all of the costs and expenses (including reasonable attorney fees) incurred by the non-defaulting party in the enforcement of the terms and provisions of this Agreement, including causing the return and disbursement of the any monies held in trust to Purchaser if same is entitled to the return thereof.

c. Offer and Acceptance. Delivery by Purchaser to Seller of a copy of this Agreement executed by Purchaser shall constitute a contingent offer to purchase the Property upon the terms and conditions herein set forth which offer shall be effective for a period of fifteen (15) full Business Days following the time of such delivery. If Seller fails to deliver a fully executed counterpart of this Agreement to Purchaser prior to expiration of such fifteen (15) full Business Day period, then at Purchaser's sole option, said offer may be revoked and rescinded in its entirety at any time thereafter, and upon such revocation and rescission, said offer and this Agreement shall have no further force or effect. The signature of the City Administrator shall be considered valid for representation of Purchaser to this Agreement, provided that the Agreement is subject to the condition subsequent of the City Council's approval at a regular or special public meeting within thirty (30) days following the Seller's acceptance.

d. Council Approval Contingency. The Contract must be approved by two thirds (2/3s) of the Batavia City Council, and, if the Batavia City Council fails to approve the Contract within thirty (30) days from the Effective Date, this Contract will deemed void, and the earnest money shall be returned.

e. Confidentiality. The Seller shall not disclose the terms of this Agreement unless and until the Council Approval Contingency has been satisfied or the Purchaser has revoked or rescinded the offer to purchase

prior to acceptance of the offer, and disclosure of the terms of this Agreement prior to those triggering events shall be grounds for default and termination of the Agreement and forfeiture of the earnest money.

f. Counterparts. This Agreement and any document or instruments executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In case of litigation, venue for any proceedings arising under this Agreement shall be in Kane County, Illinois

h. Time of Essence. Time is of the essence of this Agreement.

i Delivery of Property Free of Rights of Others. Seller shall deliver the Property the Possession Date, free and clear of any and all rights of third parties to occupy or use the Property other than Purchaser and/or affiliates of Purchaser, easements of record as of the date of this Agreement, or other written agreement between the parties, except for the possession as described in Section 2.b herein.

j. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Purchaser, without the consent of Seller, may at any time on or after the date hereof assign all of its right, title, interest, and obligations in and to this Agreement to its nominee and upon such assignment, Purchaser shall be relieved of any and all obligations and liability under this Agreement.

k. Costs. The parties agree that, as Purchaser is a municipal corporation, the transaction is not subject to state and county transfer taxes, and that there are no local estate transfer taxes. Purchaser shall be liable for the premium for the extended coverage policy of title insurance and any endorsements thereto, the cost of the Survey, the cost of a Phase I environmental study, and the escrow fees. Seller and Purchaser shall each be responsible for paying their respective legal fees, consultant fees, and costs, if any, outside of escrow; except that Purchaser agrees to pay Seller \$2500 for attorney's fees and \$5000 for moving expenses.

l. Notices. All notices and demands given or required to be given by any party hereto to any other party ("notices") shall be in writing and shall be delivered in person or sent by telecopy with electronic confirmation of receipt thereof and with concurrent mailing by U.S. Postal Service delivery, or by a reputable overnight carrier that provides a receipt, such as Federal Express or UPS, or by registered or certified U.S. mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

To SELLER:

Eldon P. Frydendall, Trustee
JOL Joint Living Trust
33 S Lincoln
Batavia, IL 60510
Fax 630-879-0510
Email: epfrydendall@aol.com

With a copy to:

Paul Greviskes
P.O. Box 393
Batavia, IL 60510
Fax: (630) 879-8390
Email: paulgreviskes@sbcglobal.net

To PURCHASER:

City Administrator
City of Batavia
100 North Island Avenue
Batavia, IL 60510
Fax: (630) 454-2001
Email: cityadministrator@cityofbatavia.net

With a copy to:

Kevin G. Drendel
111 Flinn St.
Batavia, IL 60510
Fax: (630) 406-6179
Email: kgd@batavialaw.com

ANY NOTICE REQUIRED FOR UNDER THIS AGREEMENT MAY ALSO BE SENT BY EMAIL. All notices delivered in the manner provided herein shall be deemed given upon actual receipt (or attempted delivery if delivery is refused).

Business Day. For purposes of this Agreement, "business day" or "Business Day" shall mean Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other legal holidays normally observed by business offices government offices, and/or banking offices.

Section 11. Broker. Seller and Purchaser represent and warrant that they have not dealt with any broker in connection with this Agreement and/or the transaction contemplated herein, and that neither owes a commission related to this transaction.

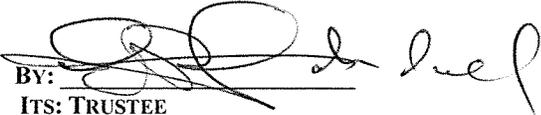
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

PURCHASER:
CITY OF BATAVIA, AN ILLINOIS MUNICIPAL CORPORATION

BY: 
ITS: ADMINISTRATOR
NAME: WILLIAM R. MCGRATH

DATED June 30, 2016

SELLER:
JOL JOINT LIVING TRUST

BY: 
ITS: TRUSTEE
NAME: ELDON P. FRYDENDALL

DATED 7-18-2016 2016

BY: 
ITS: TRUSTEE
NAME: JO S. FRYDENDALL

DATED 7-18-20, 2016

(THE LAST DATE THIS AGREEMENT IS SIGNED SHALL THEREAFTER BY KNOWN AS THE "EFFECTIVE DATE")

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EXHIBIT A – LEGAL DESCRIPTION

THAT PART OF LOT 5 IN BLOCK 7 OF THE ORIGINAL TOWN OF BATAVIA, ON THE EAST SIDE OF FOX RIVER, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID LOT, 31 FEET EASTERLY FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 118 FEET; THENCE EASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 18 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 118 FEET TO THE SOUTHERLY LINE THEREOF; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 5, 18 FEET TO THE POINT OF BEGINNING, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS .

Property Address: 121 E. Wilson St., Batavia, IL 60510

PIN: 12-22-276-014-0000