



AGENDA

CITY COUNCIL MEETING

Monday, December 16, 2024 at 7pm

City Hall Council Chamber
109 James Street
Geneva, IL 60134

1. **CALL TO ORDER: ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC HEARINGS, SPECIAL ITEMS AND PRESENTATIONS**
 - a. Public Hearing to Approve 2024 City of Geneva Proposed Property Tax Levy
4. **AMENDMENTS TO AGENDA**
5. **OMNIBUS AGENDA (OMNIBUS VOTE)**

All Items listed with an asterisk (*) are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion on these items unless a council member so requests in which event the item will be removed from the Omnibus (Consent) Agenda and considered in its normal sequence on the agenda. All items on the Omnibus Agenda require a simple majority vote unless otherwise indicated.

- *6. **APPROVE CITY COUNCIL MINUTES FROM DECEMBER 2, 2024.**
7. **REPORTS**
 - *a. December Revenue Report
8. **MUNICIPAL BILLS FOR PAYMENT: \$4,804,789.43**
9. **COMMITTEE OF THE WHOLE ITEMS OF BUSINESS**
 - *a. Approve Ordinance No. 2024-57 for the 2024 General Levy in the Amount of \$6,659,577.
 - *b. Approve Ordinance No. 2024-58 for the Levy and Assessment of 2024 Taxes for Special Service Area No. 1 (Downtown District) in the Amount of \$221,120.
 - *c. Approve Ordinance No. 2024-59 for the Levy and Assessment of 2024 Taxes for Special Service Area No. 4 (Randall Square) in the Amount of \$32,800.
 - *d. Approve Ordinance No. 2024-60 for the Levy and Assessment of 2024 Taxes for Special Service Area No. 5 (Williamsburg) in the Amount of \$19,790.
 - *e. Approve Ordinance No. 2024-61 for the Levy and Assessment of 2024 Taxes for Special Service Area No. 7 (Blackberry) in the Amount of \$12,525.
 - *f. Approve Ordinance No. 2024-62 for the Levy and Assessment of 2024 Taxes for Special Service Area No. 9 (Geneva Knolls) in the Amount of \$6,995.
 - *g. Approve Ordinance No. 2026-63 for the Levy and Assessment of 2024 Taxes for Special Service Area No. 11 (Eagle Brook) in the Amount of \$109,660.
 - *h. Approve Ordinance No. 2024-64 for the Levy and Assessment of 2024 Taxes for Special Service Area No. 16 (Fisher Farms Residential) in the Amount of \$175,030.
 - *i. Approve Ordinance No. 2024-65 for the Levy and Assessment of 2024 Taxes for Special Service Area No. 18 (Wildwood) in the Amount of \$3,660.

- *j. Approve Ordinance No. 2024-66 for the Levy and Assessment of 2024 Taxes for Special Service Area No. 23 (Sunset Meadows) in the Amount of \$2,865.
- *k. Approve Ordinance No. 2024-67 for the Levy and Assessment of 2024 Taxes for Special Service Area No. 26 (Westhaven Residential) in the Amount of \$9,680.
- *l. Approve Ordinance No. 2024-68 for the Levy and Assessment of 2024 Taxes for Special Service Area No. 32 (On Brentwood's Pond Residential) in the Amount of \$3,705
- *m. Approve Resolution No. 2024-128 Authorizing the Purchase of Replacement Trench Rescue Struts from Air One Equipment, Inc. in an Amount Not to Exceed \$27,765.
- *n. Approve Resolution No. 2024-129 Authorizing the Purchase of Replacement Ballistic Personal Protective Equipment from Streicher's Milwaukee in an Amount Not to Exceed \$32,310.
- *o. Approve Resolution No. 2024-130 Authorizing Execution of an Economic Development Incentive Agreement By and Between the City of Geneva and Fox River Post 75 American Legion, 22 S. Second Street, Geneva, IL.
- *p. Approve Resolution No. 2024-131 Authorizing Execution of an Economic Development Incentive Agreement By and Between the City of Geneva and Charles F. Sansone Revocable Trust for 214-218 W. State Street, Geneva, IL.
- *q. Approve Resolution No. 2024-132 Authorizing Execution of an Economic Development Incentive Agreement By and Between the City of Geneva and Charles F. Sansone Revocable Trust for 220-222 W. State Street, Geneva, IL.
- *r. Approve Resolution No. 2024-133 Authorizing Execution of an Economic Development Incentive Agreement By and Between the City of Geneva and Charles F. Sansone Revocable Trust for 306-318 W. State Street, Geneva, IL.
- *s. Approve Resolution No. 2024-134 Authorizing Execution of an Economic Development Incentive Agreement By and Between the City of Geneva and Niche Restaurant, LLC for 12 S. Third Street, Geneva, IL.
- *t. Approve Resolution No. 2024-135 Authorizing Execution of an Economic Development Incentive Agreement By and Between the City of Geneva and Nick Nicolaou and Jim Nicolaou for 427 E. State Street, Geneva, IL.
- *u. Approve Resolution No. 2024-136 Authorizing Execution of an Economic Development Incentive Agreement By and Between the City of Geneva and Goodlove, LLC for 101 S. Third Street, Geneva, IL.
- *v. Approve Resolution No. 2024-137 Authorizing the Purchase of Scarborough Litters from Landscape Forms at a Cost Not to Exceed \$52,410.

10. PRESENTATION OF ORDINANCES AND RESOLUTIONS

- a. Approve Resolution No. 2024-138 Authorizing Execution of an Economic Development Incentive Agreement By and Between the City of Geneva and Owner of 101-105 W. State Street, Geneva, IL.
- b. Approve Resolution No. 2024-139 Authorizing Execution of Change Order #4 with Bollinger, Lach & Associates, Inc. in the amount of \$228,955 for the East State Street Phase II Engineering Contract.

11. PUBLIC COMMENT

When recognized by the Chair, proceed to the podium, state your name for the record, and provide your public comments. Please understand this is your time to be heard and the public body's time to listen. No discussion or debate will follow.

12. NEW BUSINESS

13. ADJOURNMENT

ADA Compliance: Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City at least 48 hours in advance of the scheduled meeting. The City can be reached in person at 22 S First Street, Geneva, IL or by telephone at (630) 232-7494. Every effort will be made to allow for meeting participation. Notice of this meeting was posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

GENEVA CITY COUNCIL MEETING MINUTES

Monday, December 2, 2024

City Hall Council Chambers
109 James St., Geneva, IL 60134

CALL TO ORDER

The Geneva City Council meeting was called to order by Mayor Kevin Burns at 7:02 p.m. in the City Hall Council Chambers.

Elected Officials present:

Alderspersons: Mike Bruno, Becky Hruby, Dean Kilburg, Brad Kosirog, William Malecki, Richard Marks, Amy Mayer, Martha Paschke, Robert Swanson.

Mayor Kevin Burns.

Elected Officials attending by video or teleconference: Anaïs Bowring.

Elected Officials absent: City Clerk Vicki Kellick.

Others Present: City Administrator Stephanie Dawkins, Assistant City Administrator Ben McCready, City Attorney Ron Sandack, Economic Development Director Cathleen Tymoszenko, City Planner Matt Buesing.

Others attending by video or teleconference: None.

PLEDGE OF ALLEGIANCE

Mayor Burns invited American Legion Post 75 Commander Mike Ferrari to lead the Pledge of Allegiance.

PUBLIC HEARINGS, SPECIAL ITEMS AND PRESENTATIONS

Geneva Mental Health Board Annual Report Presentation

Board member Christine Kautz spoke and introduced the other members who were present including vice chairperson Eleanor Hamilton, Jean Gaines, Richard Gabrielle and Connie Wagner. She then presented the Board's annual report noting that the Board was able to allocate \$200,000 to serve over 2,000 Geneva residents. She reminded residents that mental health and substance abuse resources, as well as assistance for those with developmental disabilities, are available.

On a question by Ald. Hruby, vice chairperson Hamilton stated that anyone seeking assistance can call or text 988. This is a nationwide program which can provide resources to callers in their own communities and answer their questions.

On a question by Ald. Kilburg, Ms. Kautz stated that all funds have been allocated and no reserves are available.

Ms. Kautz's statement is attached to these minutes.

Facilities Community Engagement Phase 2 Update

Ed Sullivan presented the findings from Phase 2 of the update. He explained that 125 responses were received from the community committee, public engagement sessions, and online feedback. There were also 517 phone survey responses. He noted that the phone survey of the Phase 2 analysis resulted in an 89% overall positivity rating of Geneva.

Overall facility improvements were supported with a 20% net favorability rating. The order of priority for the facility improvements were, first, the police station, followed by City Hall and the old library redevelopment, fire station number 2, Public Works, and finally, fire station number 1. Mr. Sullivan noted that while the police station improvements ranked highest on the list of priorities, they had a low favorability rating which is likely due to its possible future location. Mr. Sullivan explained that an explanation for the public will be needed for future phases.

Within the facilities, residents stated that the top priorities of every group are infrastructure/mechanicals and safety/security. These are followed by historical preservation, accessibility, and technology. Issues of parking and space had the lowest priority. Additionally, Mr. Sullivan explained that the public wants to support historical buildings but also improve them for efficiency.

Mr. Sullivan then explained that the data showed that the high funding level which would result in a \$300 property tax increase annually was opposed by 63% of the public, with 44% strongly opposing it. He noted that the community committee favored medium funding at a \$215 increase, and the general public favored the lowest funding of a \$125 tax increase.

A general question was also included regarding whether Geneva should have home rule status. Across all demographics, 64% of respondents supported home rule status.

Phase 3 will occur in the next few weeks. Admin. Dawkins noted that the Phase 2 report will be available on the Facilities Community Engagement page of the Geneva website.

Public Hearing on East State Street Tax Increment Financing District (TIF 2) Amendment #1.

Moved by Ald. Marks, Seconded by Ald. Bruno to open the public hearing at 8:04. MOTION CARRIED by unanimous voice vote of those present.

There was no comment by the public.

Moved by Ald. Marks, Seconded by Ald. Kosirog to close the public hearing at 8:05.

MOTION CARRIED by unanimous voice vote of those present.

AMENDMENTS TO AGENDA

None.

OMNIBUS AGENDA (OMNIBUS VOTE)

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*APPROVE CITY COUNCIL MINUTES FROM NOVEMBER 18, 2024.

*REPORTS

COMMITTEE OF THE WHOLE ITEMS OF BUSINESS

*a. Approve Resolution No. 2024-123 Authorizing the Mayor to Execute the Restated Intergovernmental Agreement for Tri-Com Central Dispatch.

*Approve Resolution No. 2024-124 Waiving Competitive Bidding and Authorize the Purchase and Installation of Two Variable Frequency Drives at a Cost Not-to-Exceed \$31,500.00.

*Approve Resolution No. 2024-125 Authorizing the Purchase of a Tennant M20 Floor Sweeper-Scrubber from Grainger in the Amount of \$83,494.26.

*Approve Resolution No. 2024-126 Authorizing the Execution of an Easement for Parcel 12-08-102-016.

*Approve Resolution No. 2024-127 Accepting Professional Services Agreement with Stanley Consultants for Design and Project Management Services for Geneva Business Park III Substation Construction in an Amount Not-to-Exceed \$145,000.00.

*Approve Ordinance No. 2024-52 Abating Taxes Levied for General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2021[A][B].

*Approve Ordinance No. 2024-53 Abating Taxes Levied for General Obligation Bonds (Alternate Revenue Source), Series 2024.

Moved by Ald. Swanson, Seconded by Ald. Paschke.

AYES: 10 (Bowring, Bruno, Hruby, Kilburg, Kosirog, Malecki, Marks, Mayer, Paschke, Swanson)

ABSENT: 0

NAYS: 0

MUNICIPAL BILLS FOR PAYMENT: \$2,793,677.45

Moved by Ald. Bruno, Seconded by Ald. Paschke.

AYES: 10 (Bowring, Bruno, Hruby, Kilburg, Kosirog, Malecki, Marks, Mayer, Paschke, Swanson)

ABSENT: 0

NAYS: 0

PRESENTATION OF ORDINANCES AND RESOLUTIONS

Consider Ordinance No. 2024-54 Amending Title 1 (Zoning Ordinance), Section 11-5A-3 (Special Uses) of the Geneva City Code by Replacing “Other municipal buildings not herein listed.” with “Other governmental buildings not herein listed.”

Moved by Ald. Paschke, Seconded by Ald. Kosirog.

On a question by Ald. Kilburg, Admin. Dawkins explained that the recycling center occupies 0.3 of the 9.3-acre site.

AYES: 10 (Bowring, Bruno, Hruby, Kilburg, Kosirog, Malecki, Marks, Mayer, Paschke, Swanson)

ABSENT: 0

NAYS: 0

Consider Ordinance No. 2024-55 Granting a Special Use to Allow a County Electronics Recycling Center at 517 E. Fabyan Parkway, Geneva, IL.

Moved by Ald. Bruno, Seconded by Ald. Malecki.

On a question by Ald. Hruby, Kane County Director of Environmental and Water Resources Jodie Wollnik explained that eWorks operates the site and is assigned to the site and licensed by the state. All electronics that are dropped off for recycling are brought to an eWorks location in the Chicagoland area where employees disassemble the items and identify the parts that can be recycled.

On a question by Ald. Kilburg, Dir. Wollnik noted that the facility is located on a tiny leg of the entire property and its presence won't impede further development on the property. She noted that the investment is important because the building will be weatherproof and movable. Site improvements will screen the trailer from view. This site will also allow additional recycling that is unable to be done currently.

AYES: 9 (Bowring, Bruno, Hruby, Kosirog, Malecki, Marks, Mayer, Paschke, Swanson)

ABSENT: 0

NAYS: 1 (Kilburg)

Consider Ordinance No. 2024-56 Approving Amendment No. 1 to the East State Street Tax Increment Finance District (TIF 2) Eligibility Report and Redevelopment Plan and Project.

Moved by Ald. Bruno, Seconded by Ald. Paschke.

On a question by Ald. Kilburg, Admin. Dawkins noted that Kane County, the Geneva Park District, the City of Geneva, and a public member attended the meeting. On another question, Dir. Tymoszenko noted that Waubensee Community College, Geneva School District, Geneva Library and Geneva Township did not attend but that some taxing districts spoke about the plan amendment to either her or Admin. Dawkins. She also noted that the extension of the TIF already occurred with the support of all taxing districts. This was an extension of the plan to sync up what was extended. Ald. Kilburg stated that attending the meetings by those bodies should be a priority.

AYES: 8 (Bowring, Bruno, Kilburg, Kosirog, Malecki, Marks, Mayer, Paschke)

ABSENT: 0

NAYS: 2 (Hruby, Swanson)

PUBLIC COMMENT

Geneva Chamber of Commerce Chairperson Michael Oleson noted that the Geneva Women in Business and Geneva Men in Business recently hosted the Casino for a Cause event which raised \$4,000 for the Larry Furnish Foundation. He reminded everyone that the annual Geneva Christmas Walk and House Tour will take place this coming weekend. Less than 300 tickets are still available, and

these are expected to sell out. Volunteers are still needed, especially on Saturday afternoon. Interested parties should contact the Chamber of Commerce.

NEW BUSINESS

Mayor Burns noted that following the recent Strategic Planning workshop, he reached out to the Army Corps of Engineers regarding the status of the fate of the dams along the Fox River in Kane County. Mr. Ryan Johnson with the Army Corps advised the mayor that the Corps is finalizing its report for review and that the report will not be completed until late 2025 or early 2026. A determination by each community along the Fox River as to the next steps for each dam will not be required until that time.

ADJOURNMENT

There being no further business, moved by Ald. Kosirog to adjourn the Geneva City Council meeting.

MOTION CARRIED by unanimous voice vote of those present.
The meeting adjourned at 8:30 PM.

Vicki Kellick
Geneva City Clerk

December 2024 Geneva City Council Address

Good evening, Mayor Burns, City Council Women and Men. I am Christine Kautz a member of the Geneva Mental Health Board. Other Members here tonight include.... Vice Chairperson, Eleanor Hamilton, Jean Gaines, Richard Gabrielle, Connie Wagner and in absence is Chair, Suzy Shogren and Member, Susan Fintzen.

We are here this evening to offer an annual report to City Council about the Mental Health Board's responsibilities of funding, advocacy and education and to offer a reminder to Geneva Residents that mental health resources are available for those seeking assistance with mental health, substance abuse/ addiction and for those assisting an individual with developmental disabilities.

There is great power in human connection. Our need to belong to a greater entity outside ourselves is pivotal to our general well-being. Within the Geneva community there are seven members of the Geneva 708 Mental Health Board who care deeply about the mental health resources in our community.

In November the Board's primary responsibility of allocating grant funds took place through the process of reviewing and discerning the grant applications of local service providers.

The application is thorough in its quest to receive information from 501 C 3 non-profit organizations in order to make informed decisions of allocating the grant funds. The application is comprised of segments that ask the providers to share financial reporting documents, the number of Geneva Residents they serve and the specific way in which funds will be utilized, including assessing client satisfaction.

Providers request funds to serve our residents in various mental health needs, services for those with developmental delays and those who seek substance use/addiction assistance. Geneva is fortunate to have access to high-quality organizations that serve individuals at a time when they may be most vulnerable and in need of help to improve their lives, or even save their lives.

This year 17 service providers submitted grant applications asking for a total amount of \$304,837. The Board was able to allocate \$200,000 to serve approximately 1,035 Diagnosed Geneva Residents and 1,309 Non-Diagnosed Geneva Residents.

So, what is out there in our community that residents can access?

Imagine a family member has passed away and the feelings associated with grief are becoming overwhelming, perhaps a call to Fox Valley Hands of Hope would be appropriate. FVHH understands grief is NOT linear. They provide individual and group counseling for those experiencing grief wanting to lighten or support the pathway of one's grief journey.

Or perhaps someone in our community has found the courage and strength to seek counseling, and emotional wellness through TriCity Family Services' psychiatric services and support groups.

Perhaps you know someone with special needs and the unconditional love they offer. Valley Sheltered Workshop provides an environment of inclusion and skill set learning while providing opportunity to do work for a company and earn wages, receiving a paycheck based on individual jobs done for collaborating companies. OR...

Your special needs neighbor has exceeded the school age limit and wants to continue to learn and grow. The Joshua tree community is here to offer a day program where many opportunities exist for an individual to feel purpose, acceptance and challenge while continuing to learn, volunteer, have fun, and be in companionship.

Research by Charles Schwab in July 2024 found that 59% of Americans are just one paycheck away from homelessness. Lazarus House offers housing support, food/meal support, job placement, life skills development, rental or utility assistance and connection to medical appointments at no fee...just a knock on the door.

These are just a few of the service providers willing to assist our community to our support optimal well- being.

The Board's Advocacy and Education efforts are best reflected during May when we collaborate with Geneva students in their work highlighting May as National Mental Health Awareness Month.

You may have seen at one or all of the three schools the lime green ribbons that students tie on trees and fixtures to serve as a visual reminder that mental health matters and its palpable. In the first week of May, special activities are carried out within the schools which include mental health tips and coping strategies reminding us of ways to help ourselves when we experience anxiety, stress, grief or loss.

The Board was also pleased to be a part of the Geneva Public library's efforts during the Month of September (Suicide Prevention Month), with their campaign of **You Matter/Your Community is Here For You**. The Library provided access to information and resources for the promotion of health

and wellness, including reminding residents of the National Suicide and Crisis Lifeline which can be reached by calling, texting or chatting to 988.

In summary we would like to inform residents that Geneva's 708 Mental Health Board remains committed to ensuring that there is support for Mental Health through education, advocacy and funding. When you find yourself in need of support on your grief journey, or, when a family member is in deep struggle, or, when your special needs neighbor wants to continue to learn and work or when life's curve ball is too much to take on alone there is a door open for you. Please understand the many resources we have that provide help when need is present. It is through our human interactions and connections that we find strength to become whole and thus enrich our community.

Please pick up your heart shaped worry stone...As you hold it in your palm and rub your fingers across it consider the words of Helen Keller...

"The best and most beautiful things in the world cannot be seen or even touched – they must be felt."



City of Geneva

Revenue Tax Summary Report

Sales Tax Report			
Received for December (Sep)		Last Month	Last Year
	\$531,346	\$545,715 ▼	\$545,873 ▼
Total Received Through December (Sep)			Last Year
	\$4,351,827		\$4,239,503 ▲
Monthly Allocations - Actual To Budget			
Received for December (Sep)			Budget
	\$531,346		\$538,652 ▼
Total Received Through December (Sep)			Budget
	\$4,351,827		\$4,038,588 ▲
Infrastructure Non-Home Rule 1/2 % Sales Tax			
Received for December (Sep)		Last Month	Last Year
	\$229,265	\$230,086 ▼	\$233,322 ▼
Total Received Through December (Sep)			Last Year
	\$1,853,905		\$1,813,034 ▲
General Fund Non-Home Rule 1/2 % Sales Tax			
Received for December (Sep)		Last Month	Last Year
	\$229,265	\$230,086 ▲	\$233,322 ▼
Total Received Through December (Sep)			Last Year
	\$1,853,905		\$1,813,034 ▲

Personal Property Replacement Tax Report			
Received for December		Last Month	Last Year
	\$7,609	\$24,321 ▼	\$12,676 ▼
Total Received Through December			Last Year
	\$128,269		\$171,693 ▼

Local Use Tax Report			
Received for December		Last Month	Last Year
	\$69,448	\$59,913 ▲	\$72,099 ▼
Total Received Through December			Last Year
	\$509,934		\$525,812 ▼

Income Tax Report			
Received for December		Last Month	Last Year
	\$187,358	\$240,013 ▼	\$196,198 ▼
Total Received Through December			Last Year
	\$2,427,754		\$2,297,133 ▲

Hotel/Motel Tax Report			
Received for December (October)	Last Month	Last Year	
\$30,867	\$34,105 ▼	\$29,002 ▲	
Total Received Through December (October)		Last Year	
\$252,827		\$237,936 ▲	

Excise Tax Report			
Received for December	Last Month	Last Year	
\$27,129	\$28,695 ▼	\$26,435 ▲	
Total Received Through December		Last Year	
\$227,086		\$246,587 ▼	

Motor Fuel Tax Report			
Received for December (Nov)	Last Month	Last Year	
\$86,408	\$82,129 ▲	\$88,719 ▼	
Total Received Through December (Nov)		Last Year	
\$653,286		\$637,841 ▲	

Cannabis Use Tax Report			
Received for December (Sep)	Last Month	Last Year	
\$2,684	\$2,630 ▲	\$2,618 ▲	
Total Received Through December (Sep)		Last Year	
\$22,228		\$21,270 ▲	

Sales Tax Comparison with Neighboring Cities			
Geneva			
Sales Tax Received for	Last Month	Last Year	
\$531,346	\$545,715 ▼	\$545,873 ▼	
Non-Home Rule Tax Received for	Last Month	Last Year	
\$458,531	\$460,173 ▼	\$466,643 ▼	
Batavia			
Sales Tax Received for	Last Month	Last Year	
\$474,398	\$474,268 ▲	\$572,937 ▼	
Home Rule Tax Received for	Last Month	Last Year	
\$396,853	\$391,988 ▲	\$383,526 ▲	
N. Aurora			
Sales Tax Received for	Last Month	Last Year	
\$613,839	\$627,546 ▼	\$576,431 ▲	
Non-Home Rule Tax Received for	Last Month	Last Year	
\$279,899	\$258,841 ▲	\$126,125 ▲	
St. Charles			
Sales Tax Received for	Last Month	Last Year	
\$1,451,107	\$1,625,869 ▼	\$1,443,725 ▲	
Home Rule Tax Received for	Last Month	Last Year	
\$1,138,377	\$1,273,577 ▼	\$1,136,083 ▲	

**City of Geneva
Sales Tax Report
Received For December 2024**

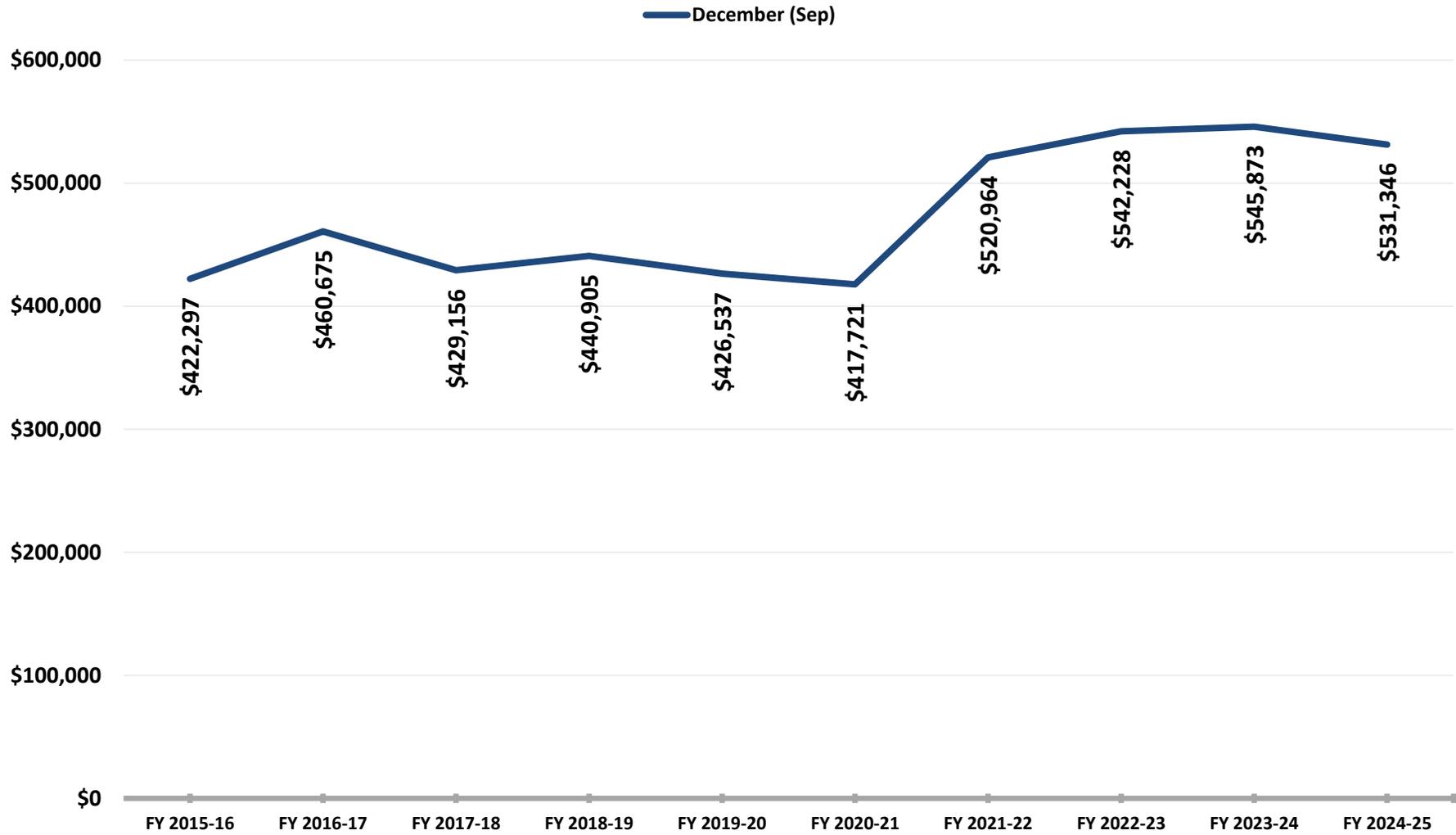
Sales Tax Report

Received (Month of Sale)	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	% +/- Last Year	+/- In Dollars
May (Feb)	\$ 322,369	\$ 334,177	\$ 346,817	\$ 336,458	\$ 355,598	\$ 313,373	\$ 384,182	\$ 400,541	\$ 442,051	\$ 517,495	17.07%	\$ 75,444
June (Mar)	\$ 413,883	\$ 420,508	\$ 418,499	\$ 447,512	\$ 462,036	\$ 308,216	\$ 508,930	\$ 468,158	\$ 511,494	\$ 538,216	5.22%	26,722
July (Apr)	\$ 383,724	\$ 401,111	\$ 402,170	\$ 402,450	\$ 395,219	\$ 213,279	\$ 473,766	\$ 502,489	\$ 496,552	\$ 511,984	3.11%	15,432
August (May)	\$ 415,491	\$ 433,163	\$ 436,257	\$ 456,481	\$ 454,531	\$ 251,048	\$ 540,678	\$ 546,421	\$ 555,884	\$ 571,732	2.85%	15,848
September (Jun)	\$ 440,153	\$ 461,787	\$ 471,328	\$ 477,009	\$ 473,369	\$ 389,370	\$ 559,333	\$ 573,549	\$ 588,494	\$ 577,494	-1.87%	(11,000)
October (Jul)	\$ 402,869	\$ 397,081	\$ 423,817	\$ 422,780	\$ 430,625	\$ 458,405	\$ 514,765	\$ 521,265	\$ 565,735	\$ 557,846	-1.39%	(7,890)
November (Aug)	\$ 410,801	\$ 407,700	\$ 431,485	\$ 436,015	\$ 435,150	\$ 400,123	\$ 509,345	\$ 513,056	\$ 533,420	\$ 545,715	2.30%	12,295
December (Sep)	\$ 422,297	\$ 460,675	\$ 429,156	\$ 440,905	\$ 426,537	\$ 417,721	\$ 520,964	\$ 542,228	\$ 545,873	\$ 531,346	-2.66%	(14,528)
January (Oct)	\$ 395,257	\$ 412,390	\$ 384,423	\$ 406,610	\$ 455,066	\$ 402,748	\$ 506,945	\$ 560,962	\$ 496,981			
February (Nov)	\$ 419,643	\$ 451,979	\$ 431,521	\$ 477,176	\$ 448,827	\$ 401,634	\$ 542,637	\$ 583,862	\$ 572,464			
March (Dec)	\$ 609,103	\$ 602,089	\$ 598,865	\$ 599,865	\$ 573,300	\$ 542,888	\$ 697,801	\$ 719,487	\$ 738,909			
April (Jan)	\$ 344,312	\$ 369,908	\$ 368,159	\$ 324,751	\$ 346,684	\$ 387,292	\$ 429,746	\$ 440,746	\$ 451,442			
Total Annual Revenue	\$ 4,979,903	\$ 5,152,567	\$ 5,142,497	\$ 5,228,012	\$ 5,256,942	\$ 4,486,098	\$ 6,189,092	\$ 6,372,765	\$ 6,499,298	\$ 4,351,827	2.65%	\$ 112,324
Total Received Through December	3,211,588	3,316,201	3,359,529	3,419,610	3,433,065	2,751,536	4,011,963	4,067,707	4,239,503	4,351,827	2.65%	112,324
% of Total Annual Received Through December	64.49%	64.36%	65.33%	65.41%	65.31%	61.33%	64.82%	63.83%	65.23%	65.31%		
Low Projection	\$ 6,663,812											
High Projection	\$ 7,095,209											

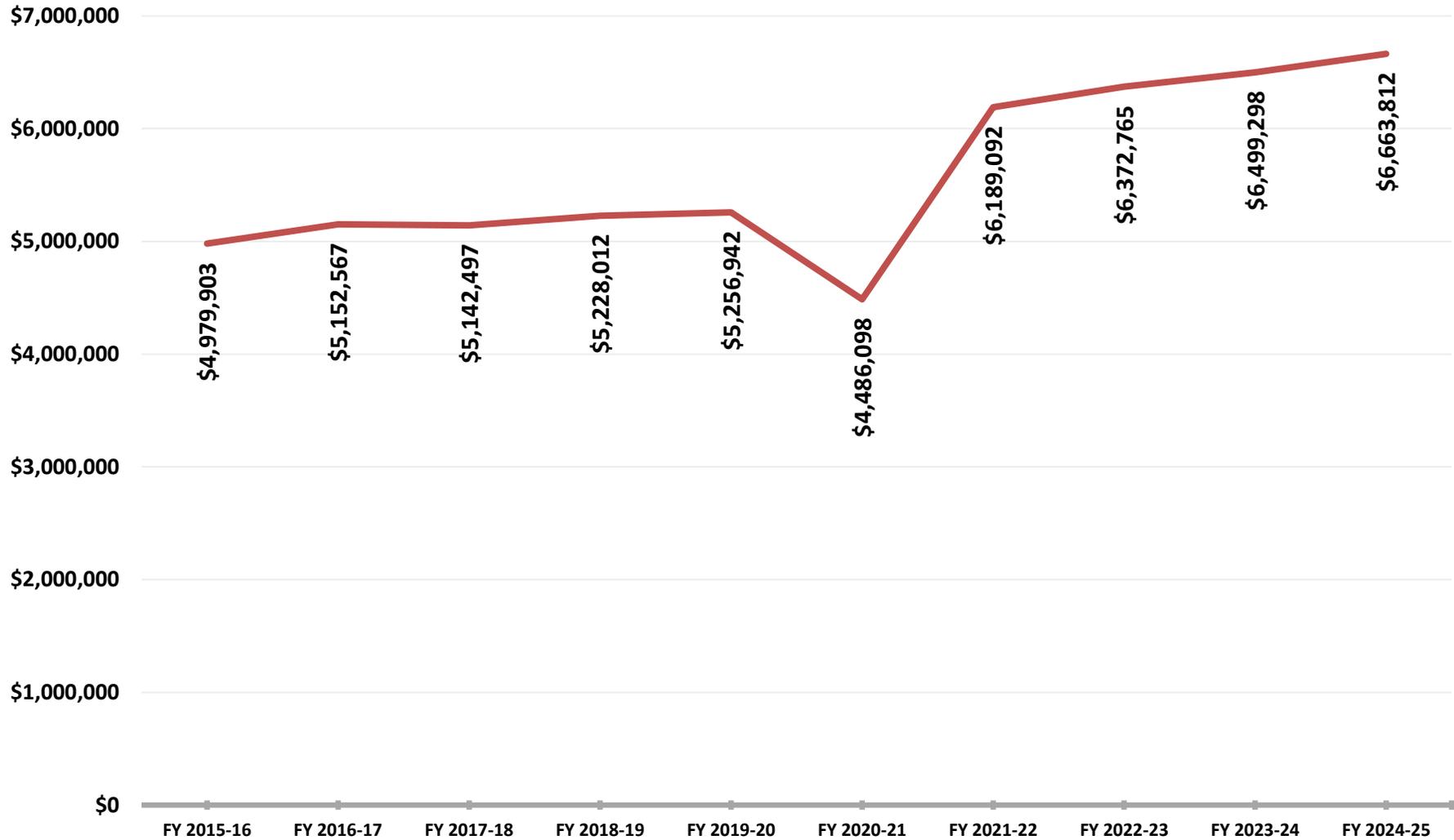
*Only includes months for which the State has distributed funds

**Based on low projection for current fiscal year

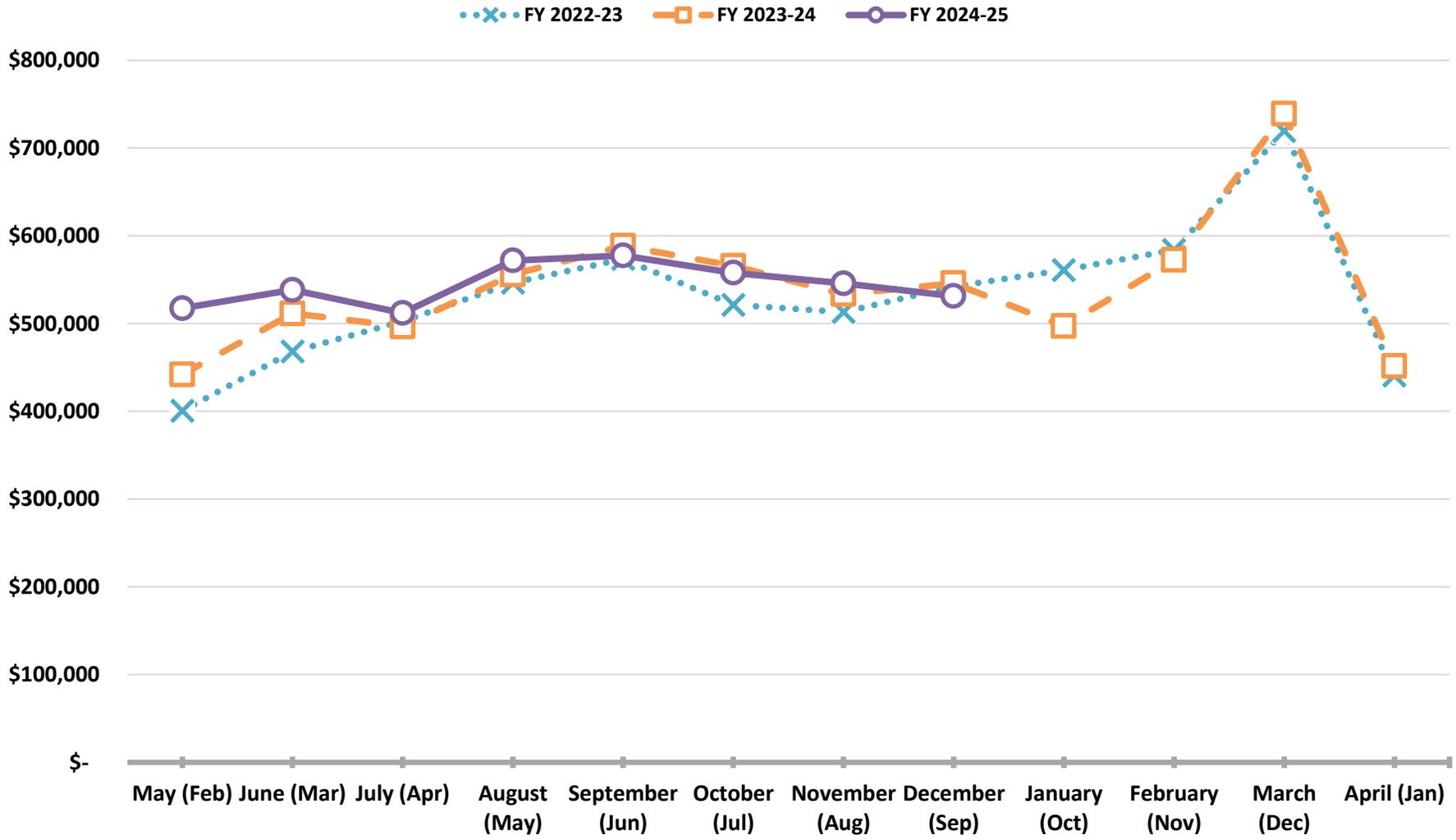
City of Geneva Sales Tax Report Monthly Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Sales Tax Report Annual Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Sales Tax Report Annual Comparison By Month Received FY 2022-23 through FY 2024-25



**City of Geneva
Sales Tax Report
Monthly Allocations - Actual To Budget
Received For December 2024**

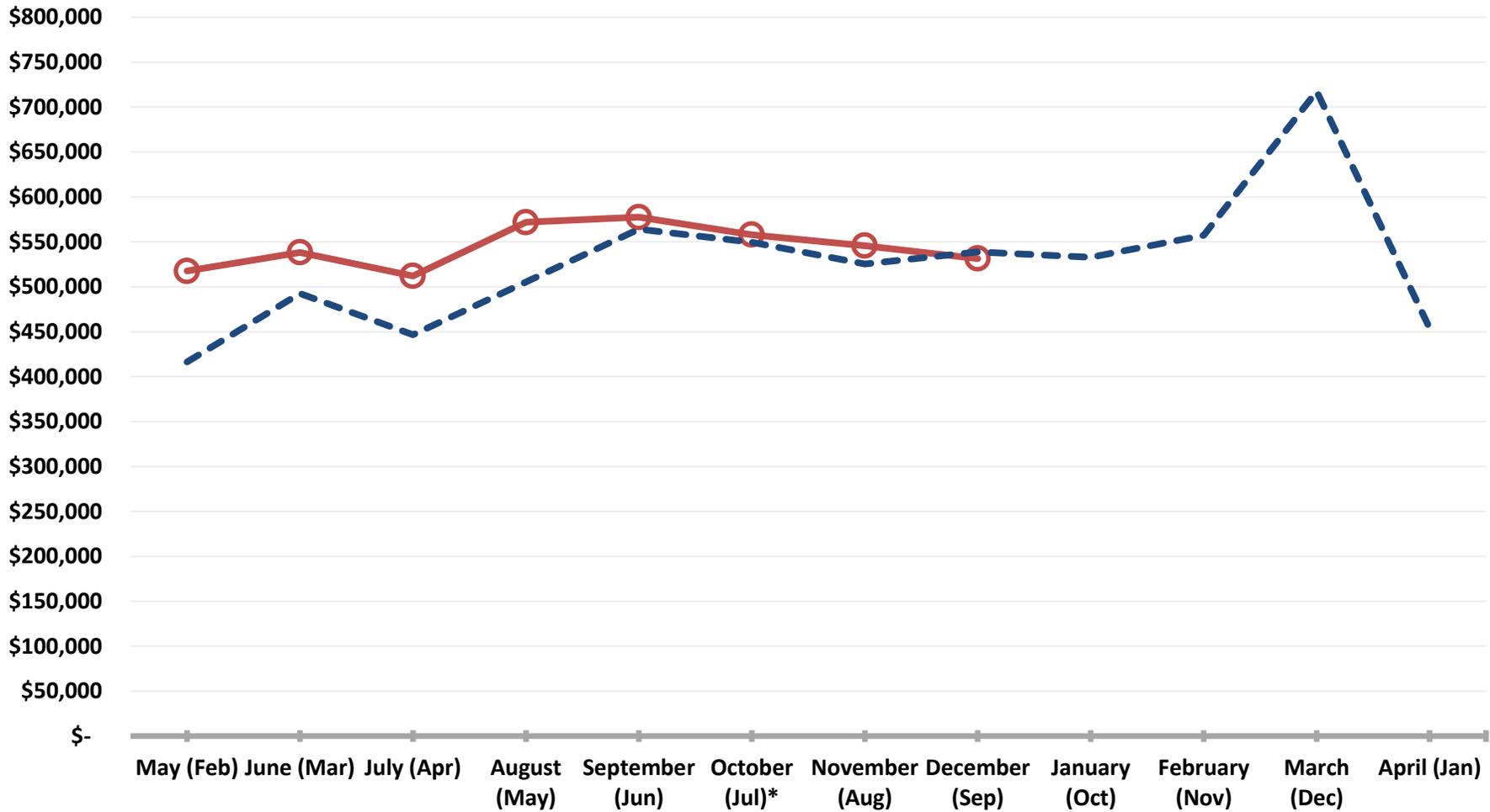
Monthly Allocations - Actual To Budget

Received (Month of Sale)	Actual FY 2015-16	Actual FY 2016-17	Actual FY 2017-18	Actual FY 2018-19	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Budget FY 2024-25	+/- In Dollars	% +/- Last Year
May (Feb)	\$ 322,369	\$ 334,177	\$ 346,817	\$ 336,458	\$ 355,598	\$ 313,373	\$ 384,182	\$ 400,541	\$ 442,051	\$ 517,495	\$ 416,353	\$ 101,142	24.29%
June (Mar)	413,883	420,508	418,499	447,512	462,036	308,216	508,930	468,158	511,494	538,216	492,644	45,572	9.25%
July (Apr)	383,724	401,111	402,170	402,450	395,219	213,279	473,766	502,489	496,552	511,984	446,697	65,287	14.62%
August (May)	415,491	433,163	436,257	456,481	454,531	251,048	540,678	546,421	555,884	571,732	505,332	66,400	13.14%
September (Jun)	440,153	461,787	471,328	477,009	473,369	389,370	559,333	573,549	588,494	577,494	564,181	13,313	2.36%
October (Jul)*	402,869	397,081	423,817	422,780	430,625	458,405	514,765	521,265	565,735	557,846	549,503	8,343	1.52%
November (Aug)	410,801	407,700	431,485	436,015	435,150	400,123	509,345	513,056	533,420	545,715	525,226	20,489	3.90%
December (Sep)	422,297	460,675	429,156	440,905	426,537	417,721	520,964	542,228	545,873	531,346	538,652	(7,306)	-1.36%
January (Oct)	395,257	412,390	384,423	406,610	455,066	402,748	506,945	560,962	496,981		532,656		
February (Nov)	419,643	451,979	431,521	477,176	448,827	401,634	542,637	583,862	572,464		557,275		
March (Dec)	609,103	602,089	598,865	599,865	573,300	542,888	697,801	719,487	738,909		717,456		
April (Jan)	344,312	369,908	368,159	324,751	346,684	387,292	429,746	440,746	451,442		454,025		
Total Annual Revenue	\$ 4,979,903	\$ 5,152,567	\$ 5,142,497	\$ 5,228,012	\$ 5,256,942	\$ 4,486,098	\$ 6,189,092	\$ 6,372,765	\$ 6,499,298	\$ 4,351,827	\$ 6,300,000	\$ 313,239	7.76%
Total Received Through													
December	3,211,588	3,316,201	3,359,529	3,419,610	3,433,065	2,751,536	4,011,963	4,067,707	4,239,503	4,351,827	4,038,588		

Current Actual	\$	4,351,827
Current Budget		4,038,588
		<u>313,239</u>

City of Geneva Sales Tax Report Collected vs. Budgeted Monthly Revenue for FY 2024-25

—○— Amount Collected - - -●- - Amount Budgeted



**City of Geneva
Infrastructure Non-Home Rule 1/2 % Sales Tax
Received For December 2024**

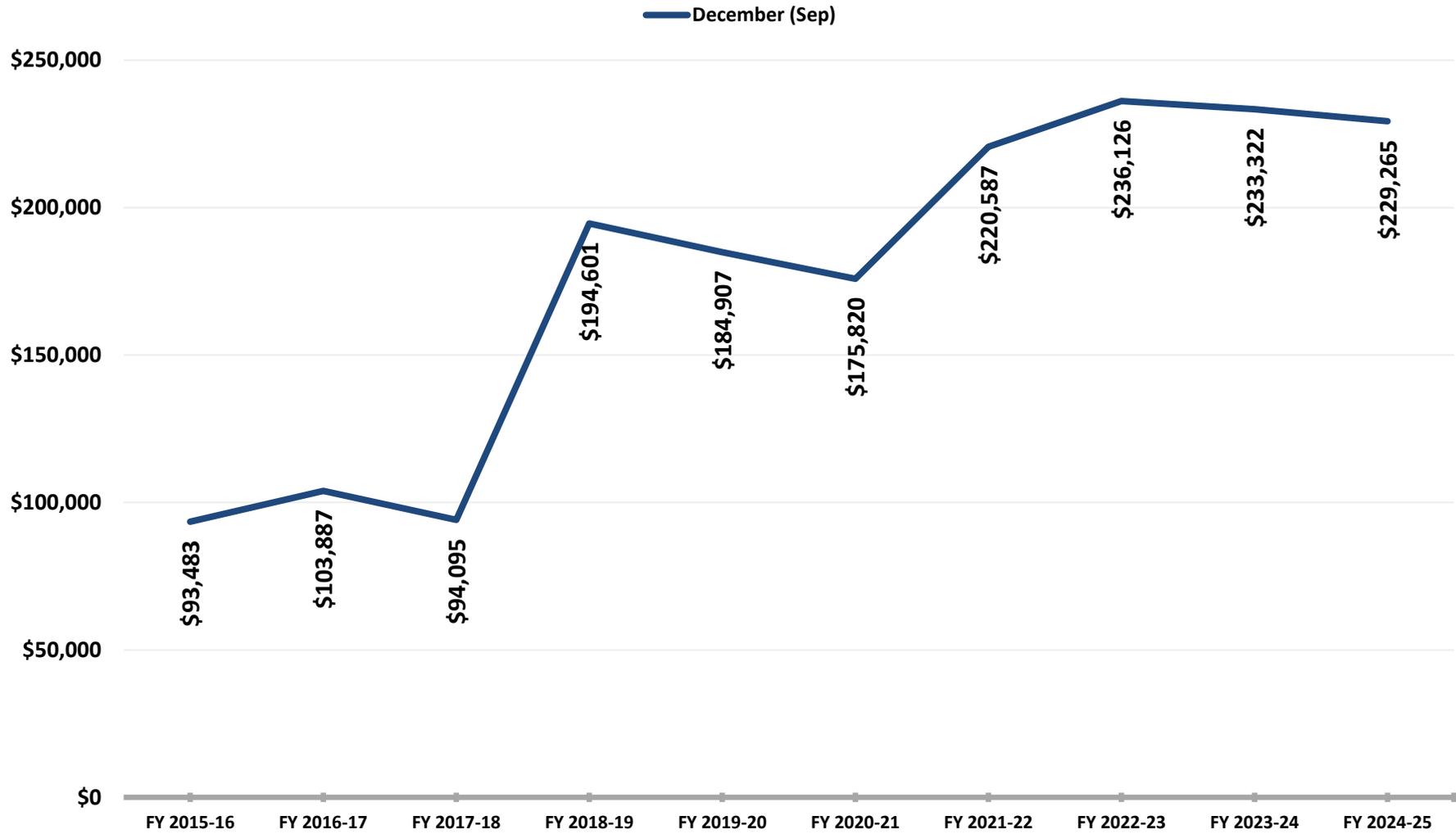
Infrastructure Non-Home Rule 1/2 % Sales Tax

Received (Month of Sale)	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	% +/- Last Year	+/- In Dollars
May (Feb)	\$ 69,609	\$ 72,743	\$ 76,408	\$ 72,814	\$ 149,974	\$ 130,568	\$ 146,717	\$ 167,129	\$ 190,067	\$ 220,752	16.14%	\$ 30,684
June (Mar)	90,804	93,784	93,233	98,077	189,039	118,960	219,443	211,853	218,511	228,650	4.64%	10,140
July (Apr)	84,774	89,083	89,400	87,651	166,915	79,385	202,222	212,107	210,527	217,057	3.10%	6,531
August (May)	93,068	95,943	96,409	100,361	196,438	96,244	221,392	231,433	239,361	245,878	2.72%	6,517
September (Jun)	97,980	103,694	104,799	105,764	205,743	161,798	242,011	246,101	255,175	248,719	-2.53%	(6,456)
October (Jul)*	87,997	87,699	92,436	184,968	183,417	164,194	220,109	224,672	241,429	233,497	-3.29%	(7,931)
November (Aug)	90,876	90,108	94,539	192,018	186,746	168,044	220,922	218,905	224,644	230,086	2.42%	5,442
December (Sep)	93,483	103,887	94,095	194,601	184,907	175,820	220,587	236,126	233,322	229,265	-1.74%	(4,056)
January (Oct)	88,062	91,909	85,051	179,305	191,658	167,721	217,232	244,257	209,157			
February (Nov)	93,576	102,241	94,525	213,282	196,571	169,098	235,033	240,226	246,225			
March (Dec)	137,292	137,225	132,353	268,306	253,067	235,151	303,438	316,584	319,245			
April (Jan)	73,856	81,415	78,785	138,162	143,055	159,823	177,516	185,417	188,396			
Total Annual Revenue	\$ 1,101,376	\$ 1,149,732	\$ 1,132,033	\$ 1,835,308	\$ 2,247,531	\$ 1,826,807	\$ 2,626,621	\$ 2,734,811	\$ 2,776,057	\$ 1,853,905	2.25%	\$ 40,871
Total Received Through												
December	708,591	736,942	741,320	1,036,254	1,463,180	1,095,013	1,693,402	1,748,327	1,813,034	1,853,905	2.25%	40,871
% of Total Annual Received												
Through December	64.34%	64.10%	65.49%	56.46%	65.10%	59.94%	64.47%	63.93%	65.31%	65.31%		
Low Projection	\$ 2,838,637											
High Projection	\$ 3,092,866											

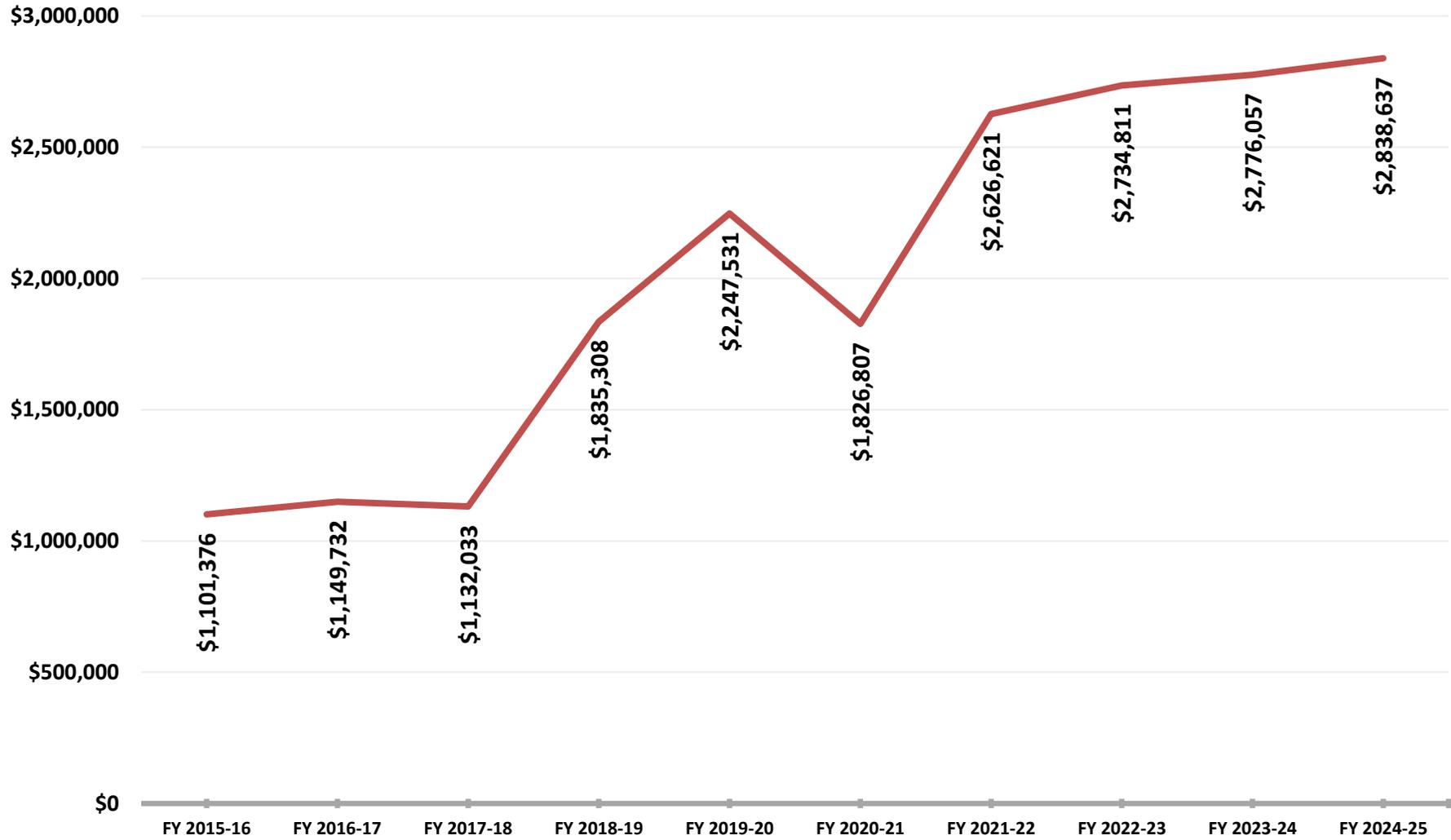
*Only includes months for which the State has distributed funds

**Based on low projection for current fiscal year

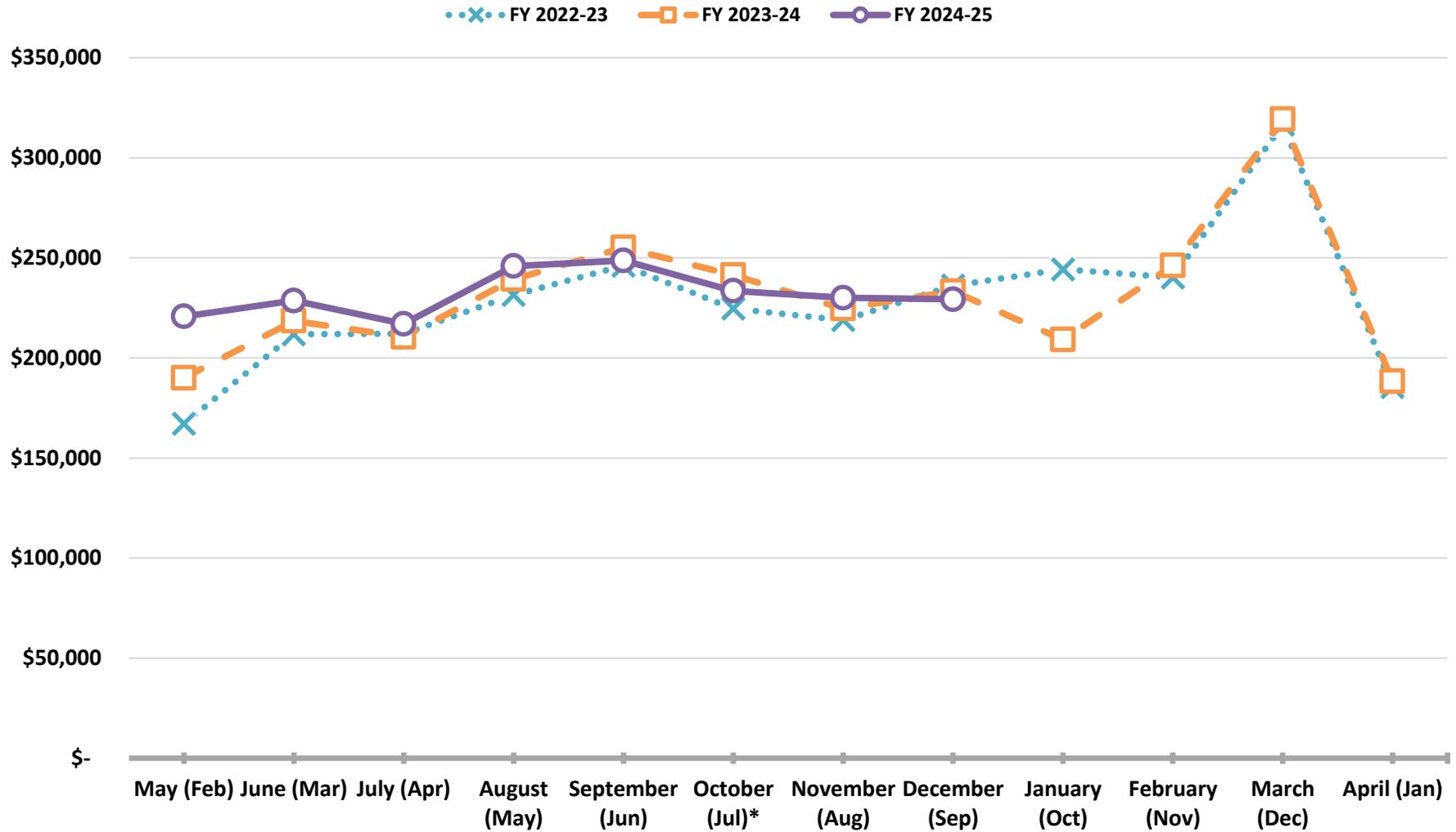
City of Geneva Infrastructure Non-Home Rule 1/2 % Sales Tax Monthly Comparison Received For December 2024



City of Geneva Infrastructure Non-Home Rule 1/2 % Sales Tax Annual Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Infrastructure Non-Home Rule 1/2 % Sales Tax Annual Comparison By Month Received FY 2022-23 through FY 2024-25



City of Geneva
General Fund Non-Home Rule 1/2 % Sales Tax
Received For December 2024

General Fund Non-Home Rule 1/2 % Sales Tax

Received (Month of Sale)	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	% +/- Last Year	+/- In Dollars
May (Feb)		\$ 130,568	\$ 146,717	\$ 167,129	\$ 190,067	\$ 220,752	16.14%	\$ 30,684
June (Mar)		118,960	219,443	211,853	218,511	228,650	4.64%	\$ 10,140
July (Apr)		79,385	202,222	212,107	210,527	217,057	3.10%	\$ 6,531
August (May)		96,244	221,392	231,433	239,361	245,878	2.72%	\$ 6,517
September (Jun)		161,798	242,011	246,101	255,175	248,719	-2.53%	\$ (6,456)
October (Jul)*	183,417	164,194	220,109	224,672	241,429	233,497	-3.29%	\$ (7,931)
November (Aug)	186,746	168,044	220,922	218,905	224,644	230,086	2.42%	\$ 5,442
December (Sep)	184,907	175,820	220,587	236,126	233,322	229,265	-1.74%	\$ (4,056)
January (Oct)	191,658	167,721	217,232	244,257	209,157			
February (Nov)	196,571	169,098	235,033	240,226	246,225			
March (Dec)	253,067	235,151	303,438	316,584	319,245			
April (Jan)	143,055	159,823	177,516	185,417	188,396			
Total Annual Revenue	\$ 1,339,420	\$ 1,826,807	\$ 2,626,621	\$ 2,734,811	\$ 2,776,057	\$ 1,853,905	2.25%	\$ 40,871
Total Received Through								
December		1,095,013	1,693,402	1,748,327	1,813,034	1,853,905		
% of Total Annual Received								
Through December		59.94%	64.47%	63.93%	65.31%	65.31%		

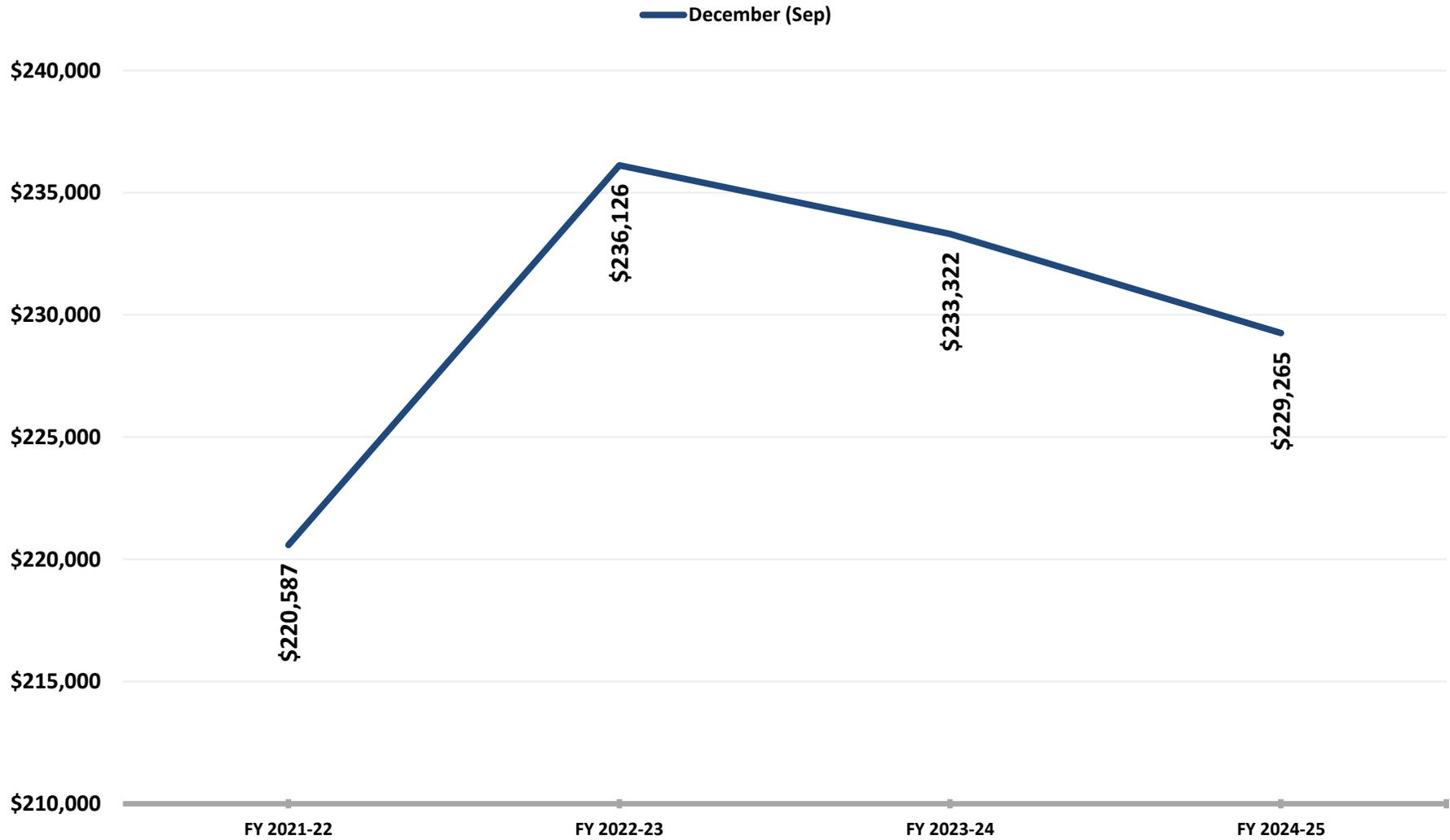
Low Projection \$ 2,838,637

High Projection \$ 3,092,866

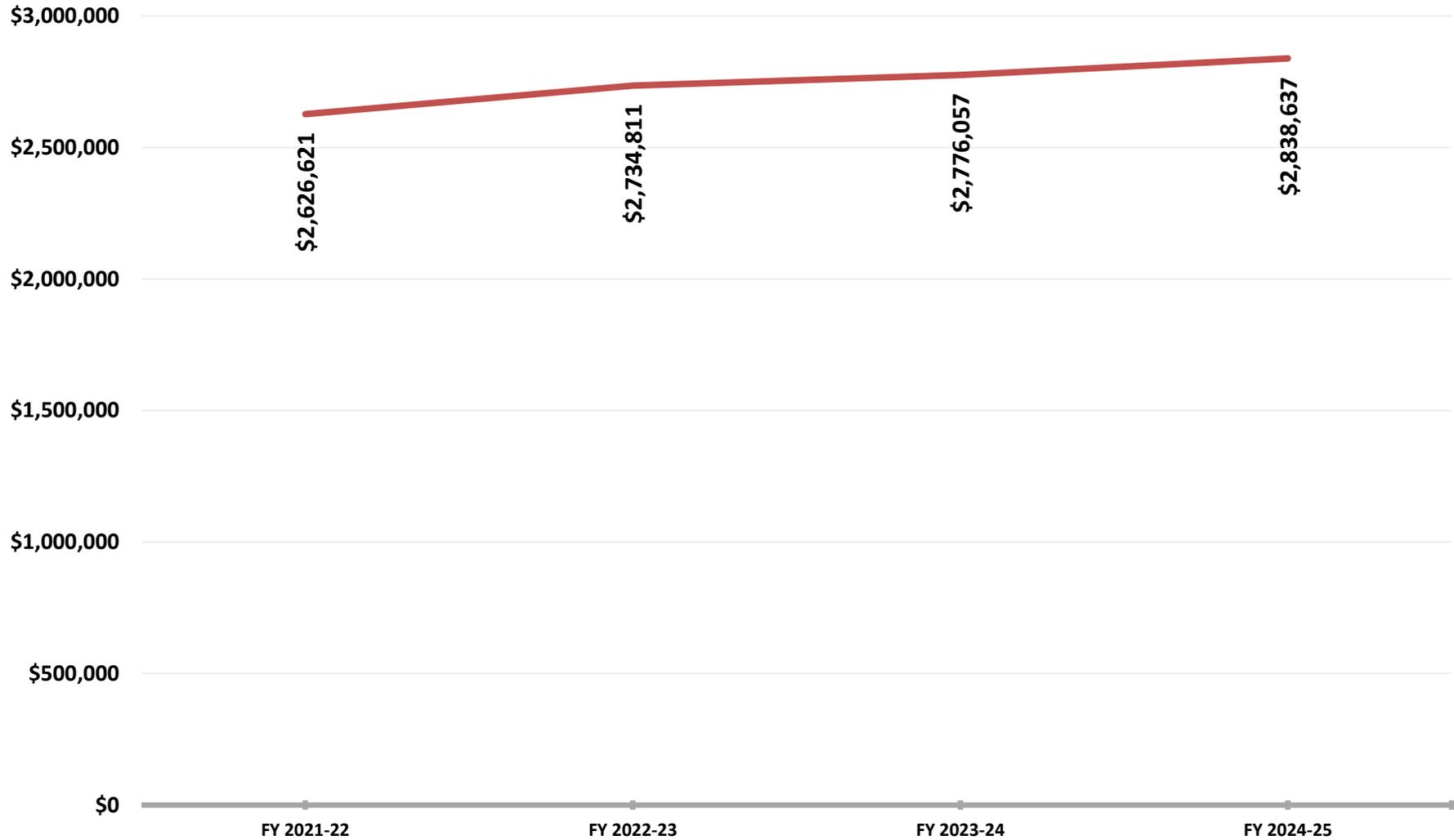
* Additional 0.5% Non-Home Rules Sales Tax effective July 1, 2018

**Based on low projection for current fiscal year

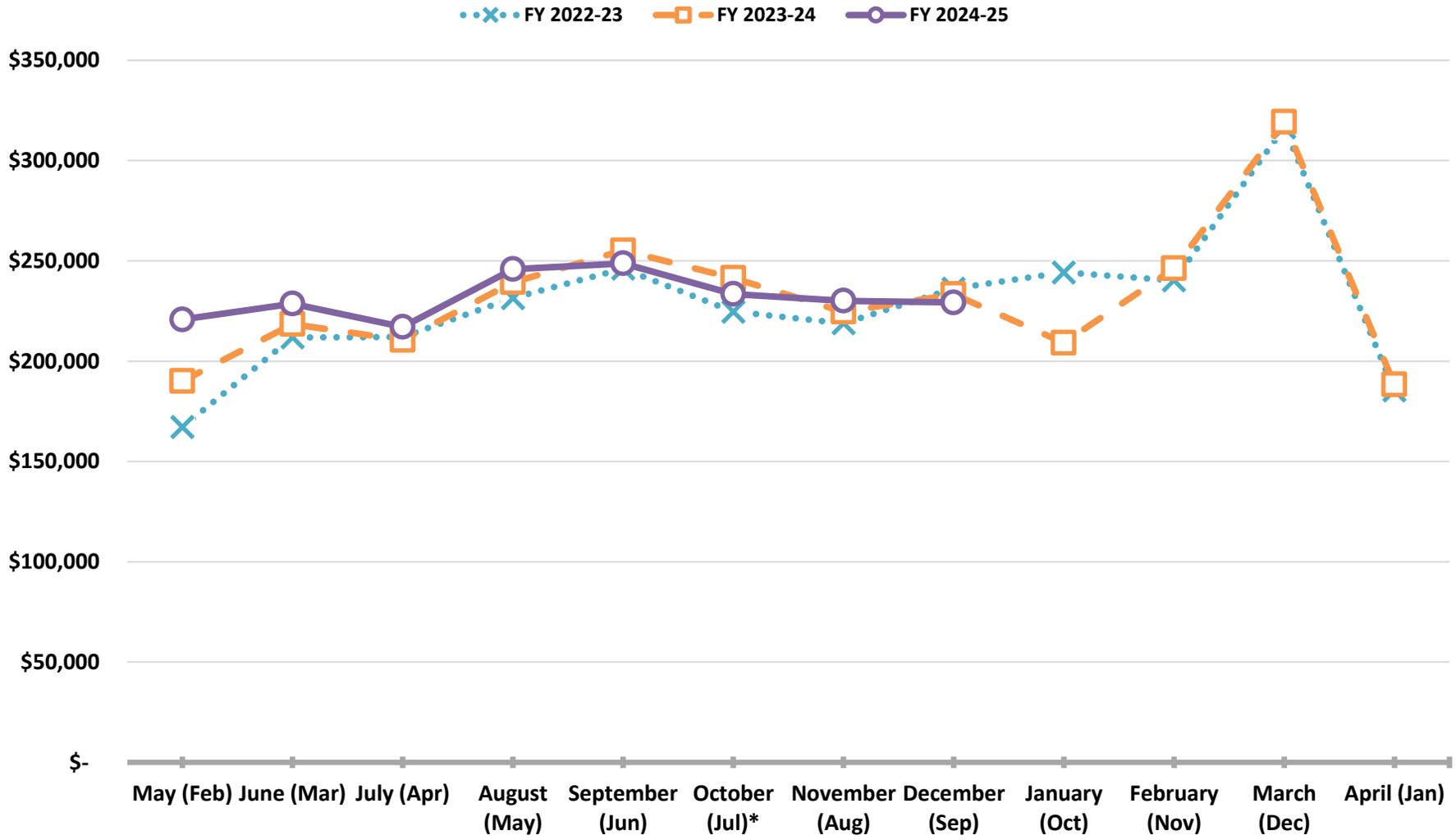
City of Geneva General Fund Non-Home Rule 1/2 % Sales Tax Monthly Comparison Received FY 2021-22 through FY 2024-25



City of Geneva General Fund Non-Home Rule 1/2 % Sales Tax Annual Comparison Received FY 2021-22 through FY 2024-25



City of Geneva General Fund Non-Home Rule 1/2 % Sales Tax Annual Comparison By Month Received FY 2022-23 through FY 2024-25



City of Geneva
Personal Property Replacement Tax Report
Received For December 2024

Personal Property Replacement Tax Report

Received	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	% +/- Last Year	+/- In Dollars
May	\$ 19,830	\$ 15,047	\$ 15,505	\$ 18,062	\$ 24,898	\$ 13,641	\$ 35,554	\$ 68,138	\$ 60,952	\$ 35,643	-41.52%	\$ (25,309)
July	16,291	16,358	15,855	14,074	14,707	14,172	25,908	49,058	49,277	31,892	-35.28%	(17,385)
August	2,195	1,904	731	1,422	1,764	10,473	3,295	5,601	7,945	28,804	262.55%	20,859
October	16,376	14,878	10,824	12,737	25,596	13,277	43,167	66,078	40,844	24,321	-40.45%	(16,522)
December	4,000	3,959	2,854	3,115	4,251	3,436	8,957	21,639	12,676	7,609	-39.97%	(5,067)
January	13,021	14,713	9,717	10,442	15,543	16,342	32,871	47,734	28,030			
March	5,230	9,452	8,620	4,119	3,090	5,904	43,049	23,646	16,529			
April	18,624	24,077	17,720	20,480	21,336	27,589	50,893	37,567	14,743			
Total Annual Revenue	\$ 95,567	\$ 100,388	\$ 81,826	\$ 84,451	\$ 111,185	\$ 104,834	\$ 243,694	\$ 319,460	\$ 230,996	\$ 128,269	-25.29%	\$ (43,423)
Total Received Through												
December	58,691	52,147	45,770	49,410	71,216	54,998	116,881	210,513	171,693	128,269	-25.29%	(43,423)
% of Total Annual Received												
Through December	61.41%	51.94%	55.94%	58.51%	64.05%	52.46%	47.96%	65.90%	74.33%	74.33%		
Low Projection	\$ 172,574											
High Projection	\$ 267,438											

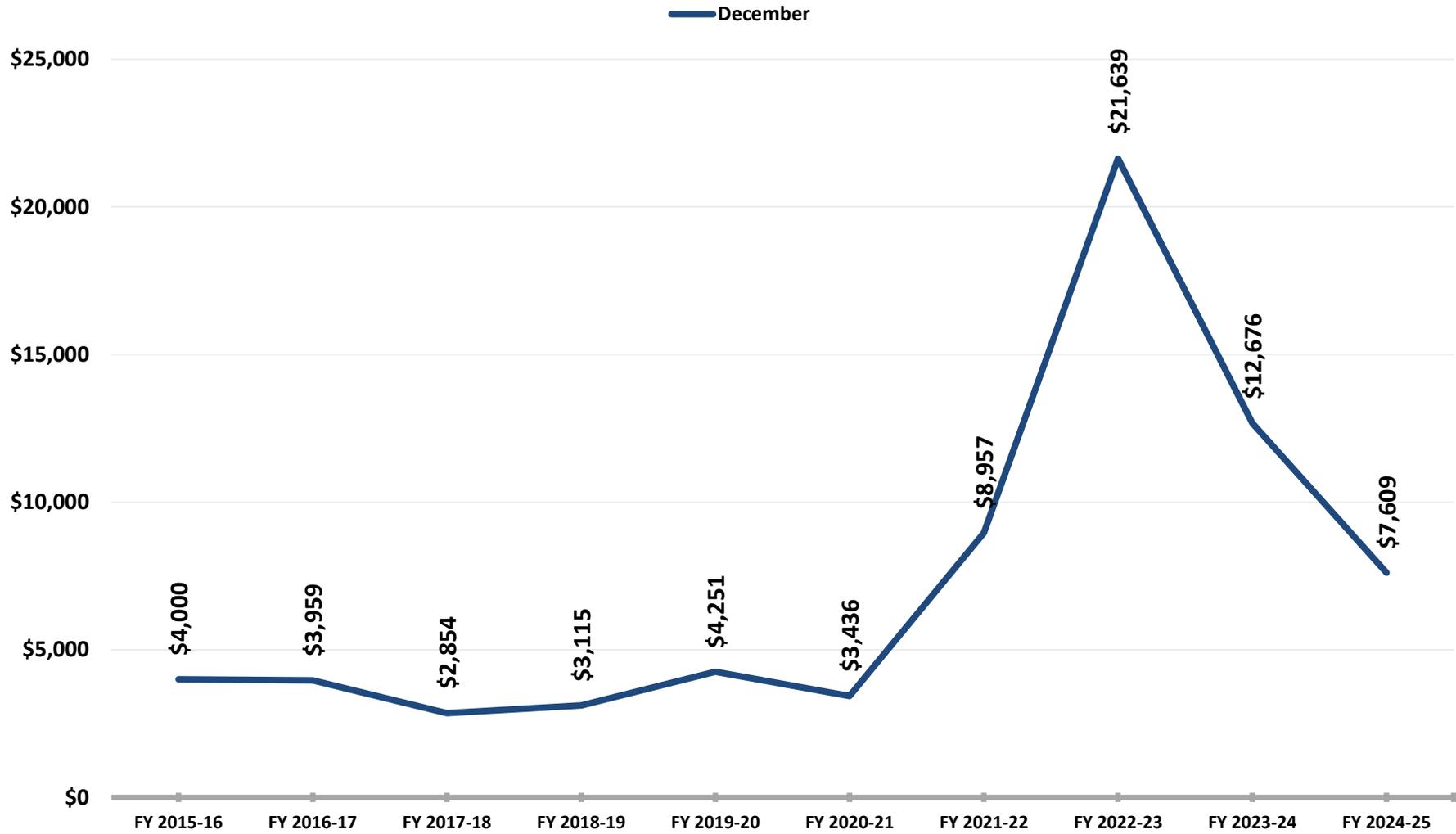
*Only includes months for which the State has distributed funds

**Based on low projection for current fiscal year

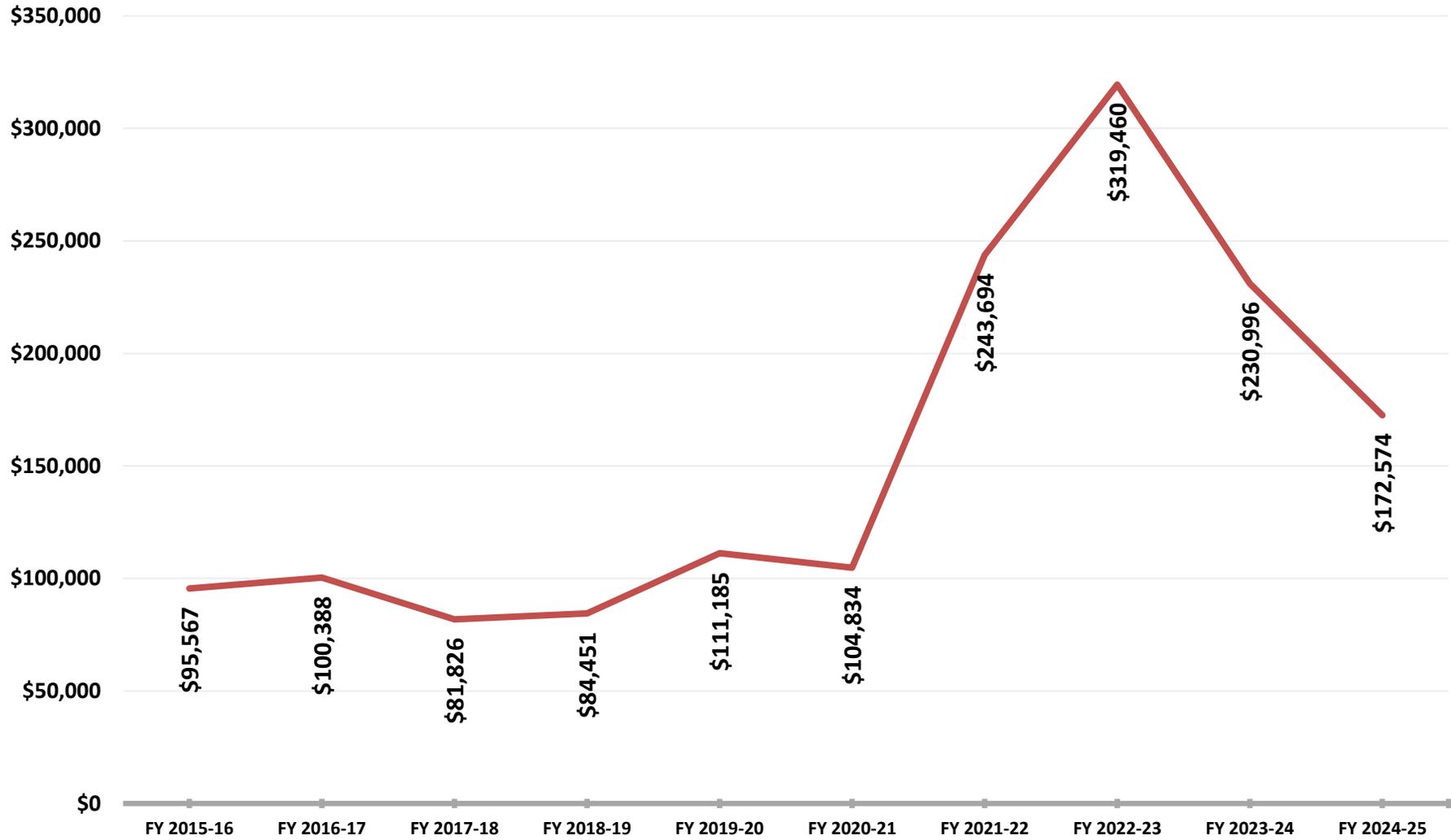
PPRT payments are only made in the following months: January, March, April, May, July, August, October and December.

As of FY2023-24, the Illinois Department of Revenue (IDOR) accounted for the revenue incorrectly allocating too much to PPRT to cities and municipalities in prior years, therefore, future revenue are expected to be reduced to recover the overpayments.

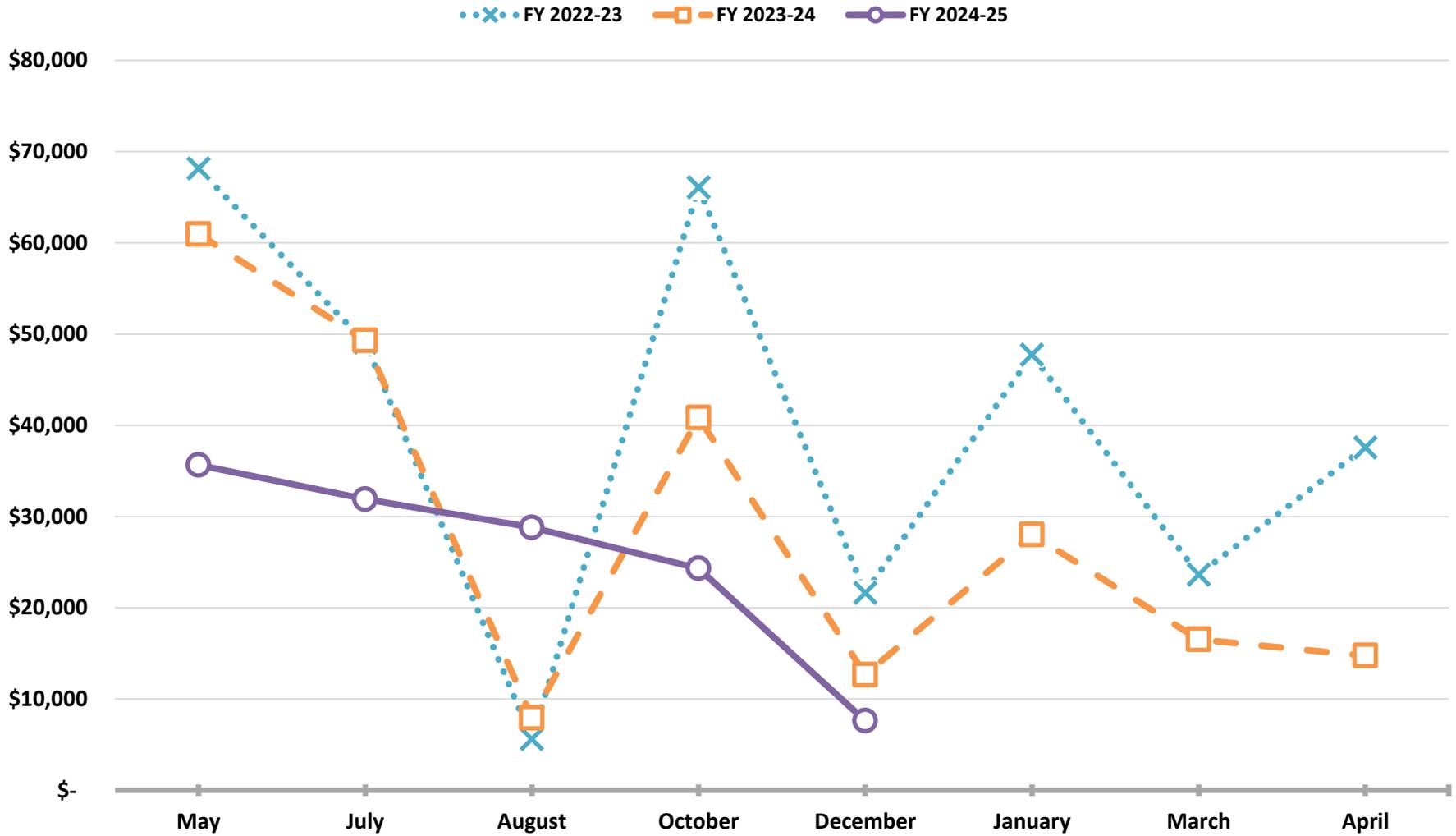
City of Geneva Personal Property Replacement Tax Report Monthly Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Personal Property Replacement Tax Report Annual Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Personal Property Replacement Tax Report Annual Comparison By Month Received FY 2022-23 through FY 2024-25



**City of Geneva
Local Use Tax Report
Received For December 2024**

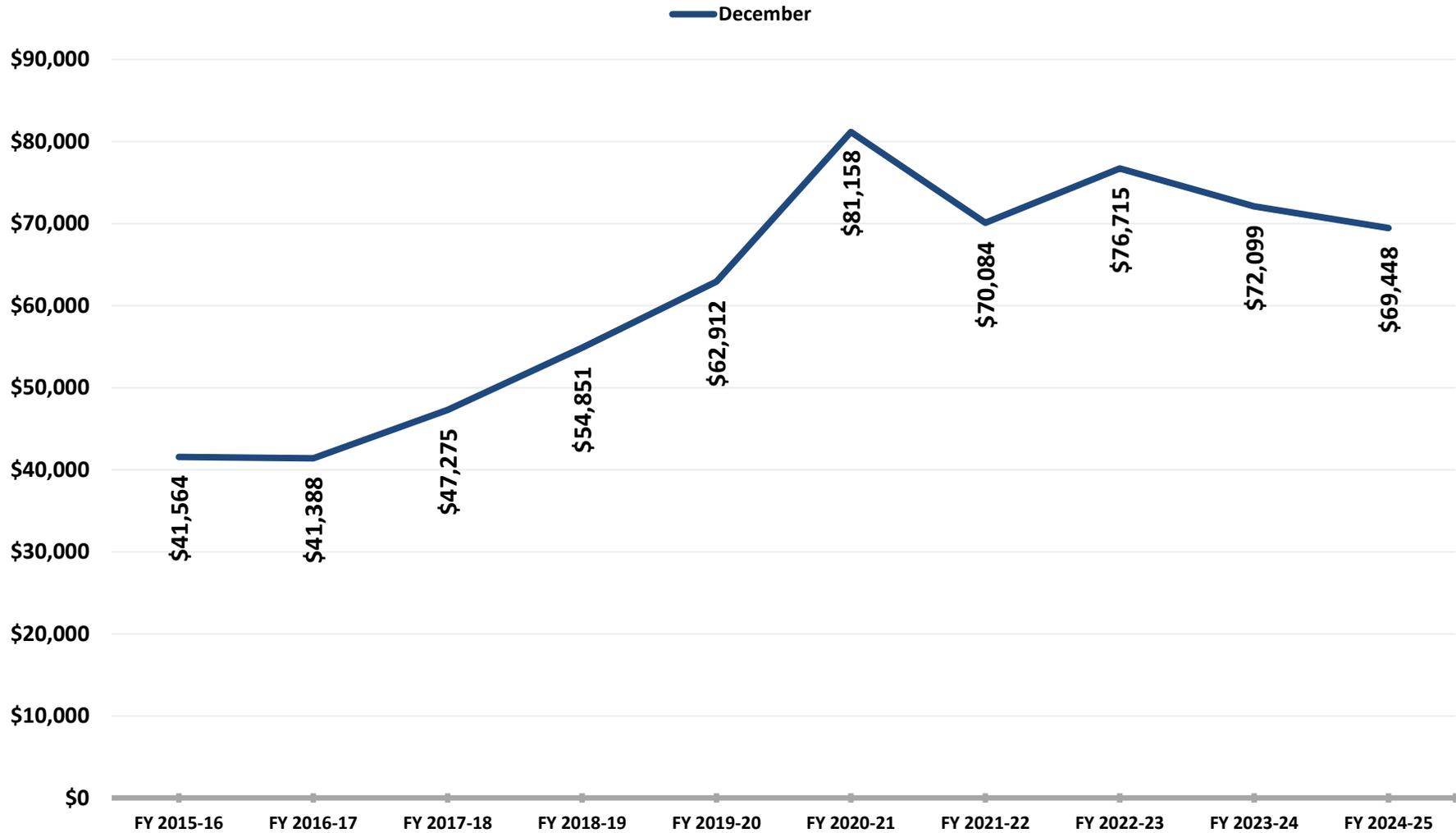
Local Use Tax Report

Received	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	% +/- Last Year	+/- In Dollars
May	\$ 38,375	\$ 36,944	\$ 37,023	\$ 42,107	\$ 51,912	\$ 53,432	\$ 55,902	\$ 62,302	\$ 63,245	\$ 59,681	-5.64%	\$ (3,564)
June	40,461	43,412	48,146	50,850	59,015	67,969	71,467	73,070	78,231	72,501	-7.33%	(5,731)
July	39,716	42,284	41,345	44,381	55,859	71,955	64,931	58,518	65,457	64,470	-1.51%	(986)
August	37,830	41,145	41,656	48,394	56,100	80,023	59,765	66,717	64,738	62,215	-3.90%	(2,523)
September	42,671	46,406	44,060	51,828	57,032	80,789	68,118	75,262	48,598	60,024	23.51%	11,426
October	39,562	36,932	42,182	50,277	58,631	81,693	63,436	65,688	68,486	61,681	-9.94%	(6,805)
November	36,150	40,262	44,859	47,815	56,172	77,791	66,962	68,224	64,959	59,913	-7.77%	(5,045)
December	41,564	41,388	47,275	54,851	62,912	81,158	70,084	76,715	72,099	69,448	-3.68%	(2,651)
January	41,859	45,139	46,947	58,058	69,074	85,037	65,345	76,892	73,148			
February	41,251	43,825	54,383	64,240	64,712	90,617	76,767	81,055	76,421			
March	58,989	68,100	68,785	77,682	88,794	127,872	97,306	98,045	88,702			
April	36,243	39,340	40,944	45,062	61,486	62,694	64,531	68,641	53,085			
Total Annual Revenue	\$ 494,671	\$ 525,177	\$ 557,605	\$ 635,544	\$ 741,700	\$ 961,029	\$ 824,614	\$ 871,128	\$ 817,167	\$ 509,934	-3.02%	\$ (15,879)
Total Received Through												
December	316,329	328,772	346,547	390,502	457,634	594,809	520,665	546,495	525,812	509,934	-3.02%	(15,879)
% of Total Received Through												
December	63.95%	62.60%	62.15%	61.44%	61.70%	61.89%	63.14%	62.73%	64.35%	64.35%		
Low Projection	\$ 792,490											
High Projection	\$ 826,465											

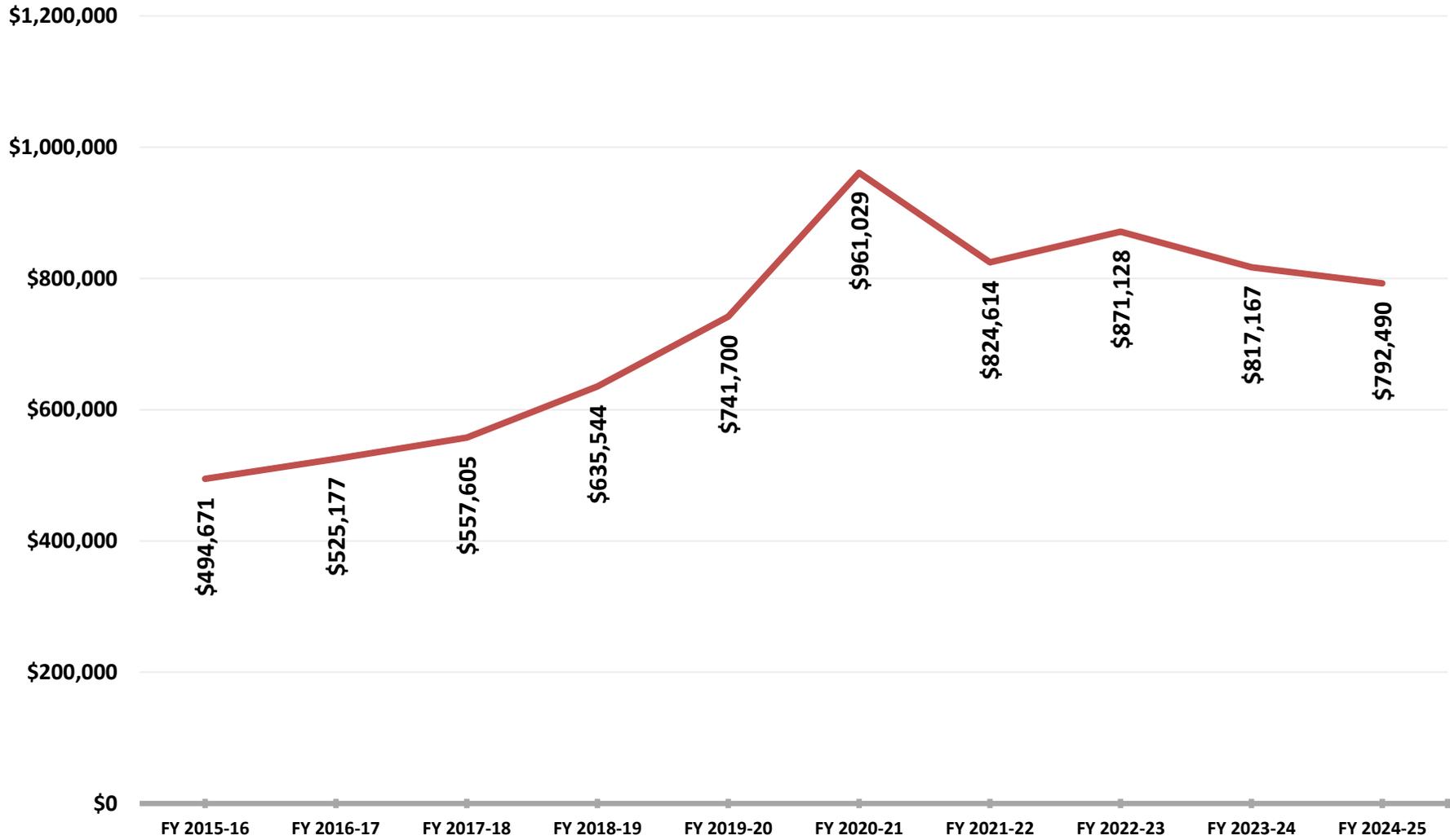
*Only includes months for which the State has distributed funds

**Based on low projection for current fiscal year

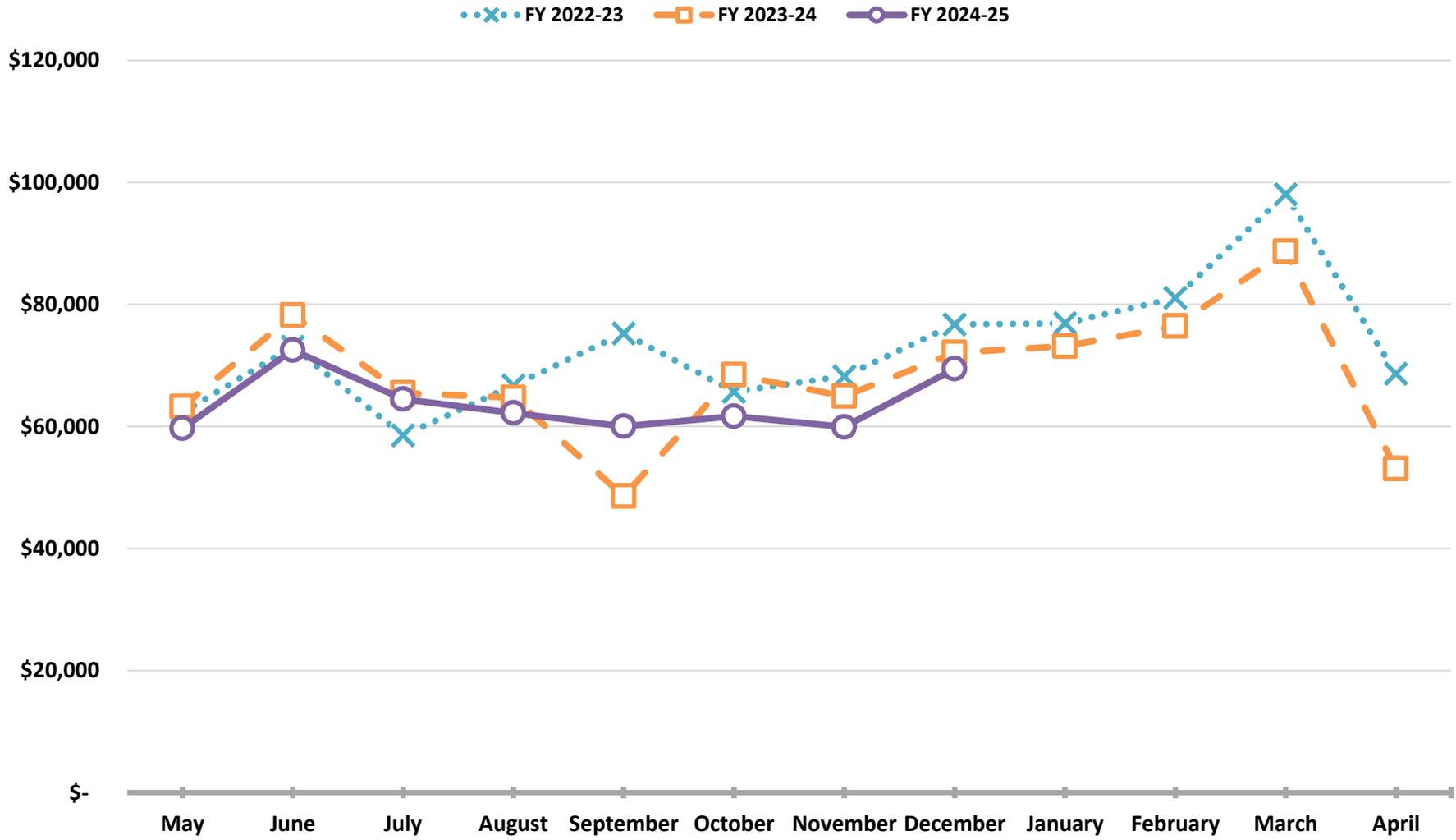
City of Geneva Local Use Tax Report Monthly Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Local Use Tax Report Annual Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Local Use Tax Report Annual Comparison By Month Received FY 2022-23 through FY 2024-25



**City of Geneva
Income Tax Report
Received For December 2024**

Income Tax Report

Received	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	% +/- Last Year	+/- In Dollars
May	\$ 385,310	\$ 293,190	\$ 288,096	\$ 294,806	\$ 431,649	\$ 216,714	\$ 361,698	\$ 679,061	\$ 514,614	\$ 572,501	11.25%	\$ 57,887
June	160,013	140,146	148,994	136,189	134,802	134,235	317,353	199,478	241,306	245,365	1.68%	4,058
July	225,769	200,012	197,101	184,141	201,594	213,159	284,694	336,753	321,493	356,957	11.03%	35,464
August	131,018	116,475	94,194	135,171	144,508	291,434	159,860	173,447	211,298	238,504	12.88%	27,206
September	124,787	127,225	111,104	131,922	127,897	165,131	168,821	188,490	191,786	187,237	-2.37%	(4,549)
October	219,319	188,004	169,162	205,031	228,192	239,123	306,788	345,087	370,722	399,820	7.85%	29,099
November	144,610	126,184	127,310	147,669	148,931	161,578	175,868	218,521	249,716	240,013	-3.89%	(9,703)
December	113,094	114,320	112,082	122,397	140,733	143,050	163,714	196,066	196,198	187,358	-4.51%	(8,840)
January	212,198	184,830	163,343	178,341	196,709	227,908	291,484	318,392	341,207			
February	232,211	213,768	236,439	214,836	202,664	240,951	363,454	314,813	322,856			
March	134,434	111,887	118,863	129,192	150,701	166,062	157,536	186,452	209,845			
April	208,012	215,771	182,520	207,509	221,342	264,784	336,555	300,087	331,306			
Total Annual Revenue	\$ 2,290,774	\$ 2,031,811	\$ 1,949,207	\$ 2,087,205	\$ 2,329,721	\$ 2,464,129	\$ 3,087,827	\$ 3,456,648	\$ 3,502,347	\$ 2,427,754	5.69%	\$ 130,622
Total Received Through December	1,503,919	1,305,555	1,248,042	1,357,327	1,558,306	1,564,424	1,938,798	2,336,903	2,297,133	2,427,754	5.69%	130,622
% of Total Annual Received Through December	65.65%	64.26%	64.03%	65.03%	66.89%	63.49%	62.79%	67.61%	65.59%	67.61%		

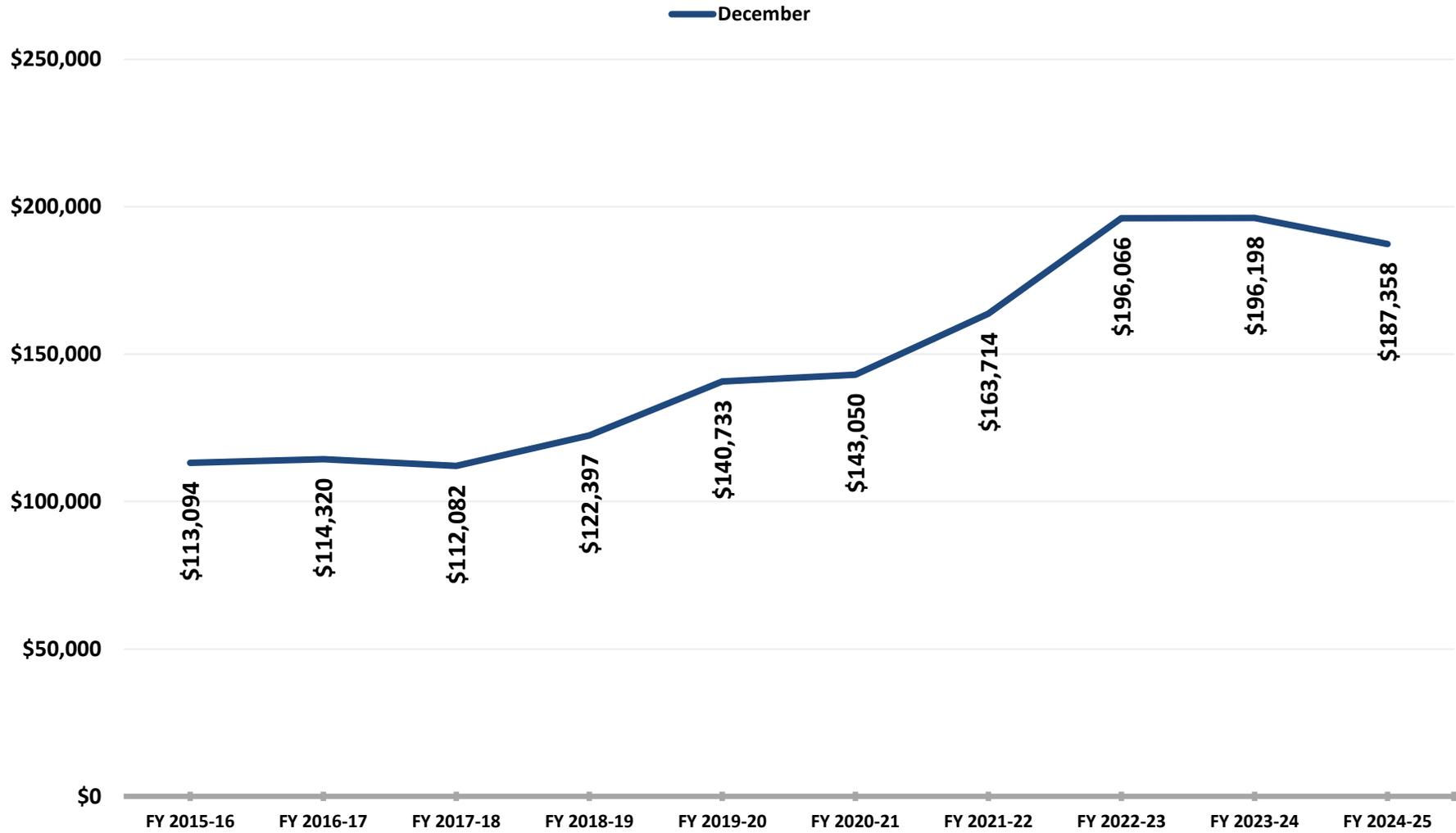
Low Projection \$ 3,591,032

High Projection \$ 3,866,564

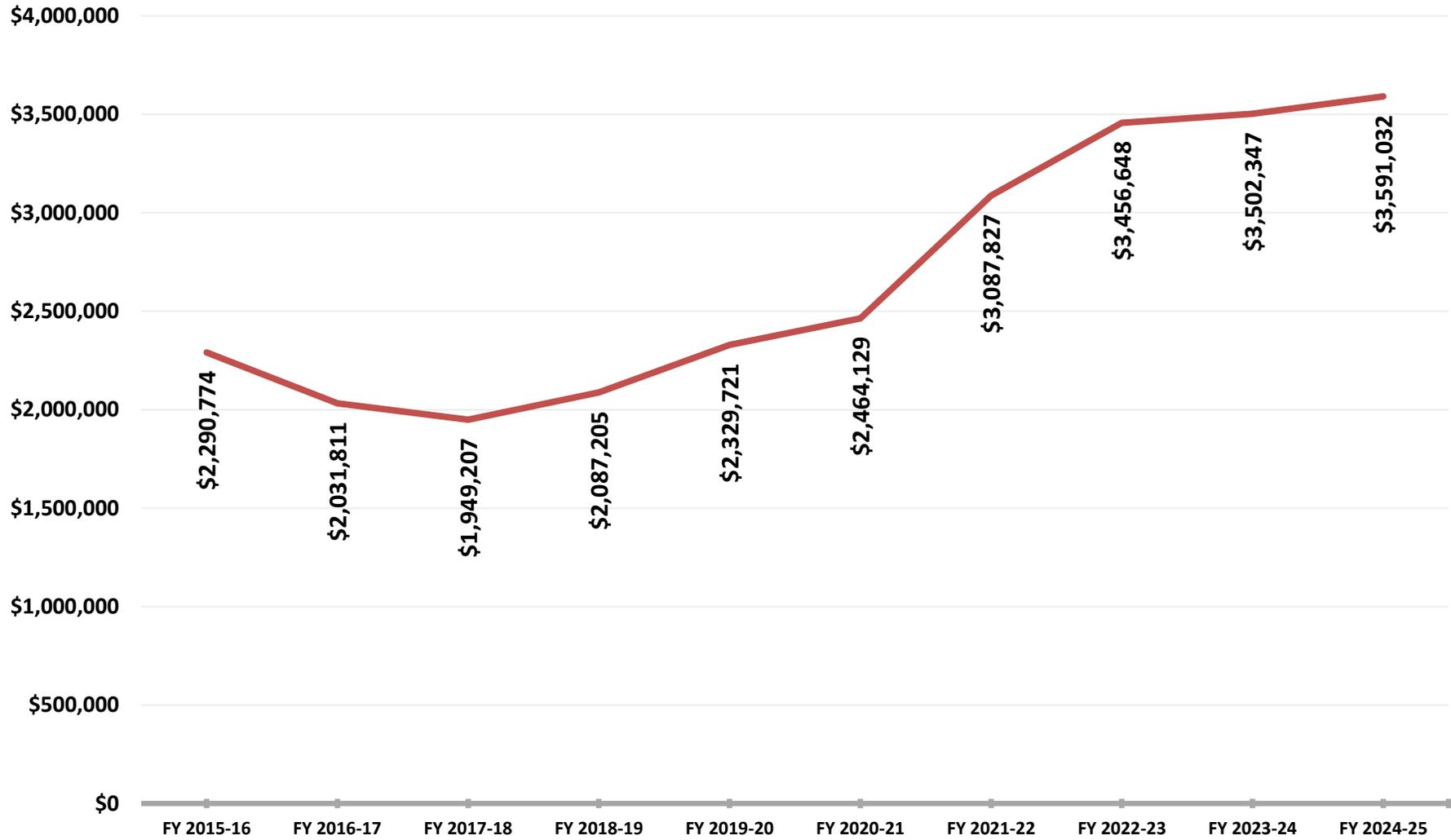
*Only includes months for which the State has distributed funds

**Based on low projection for current fiscal year

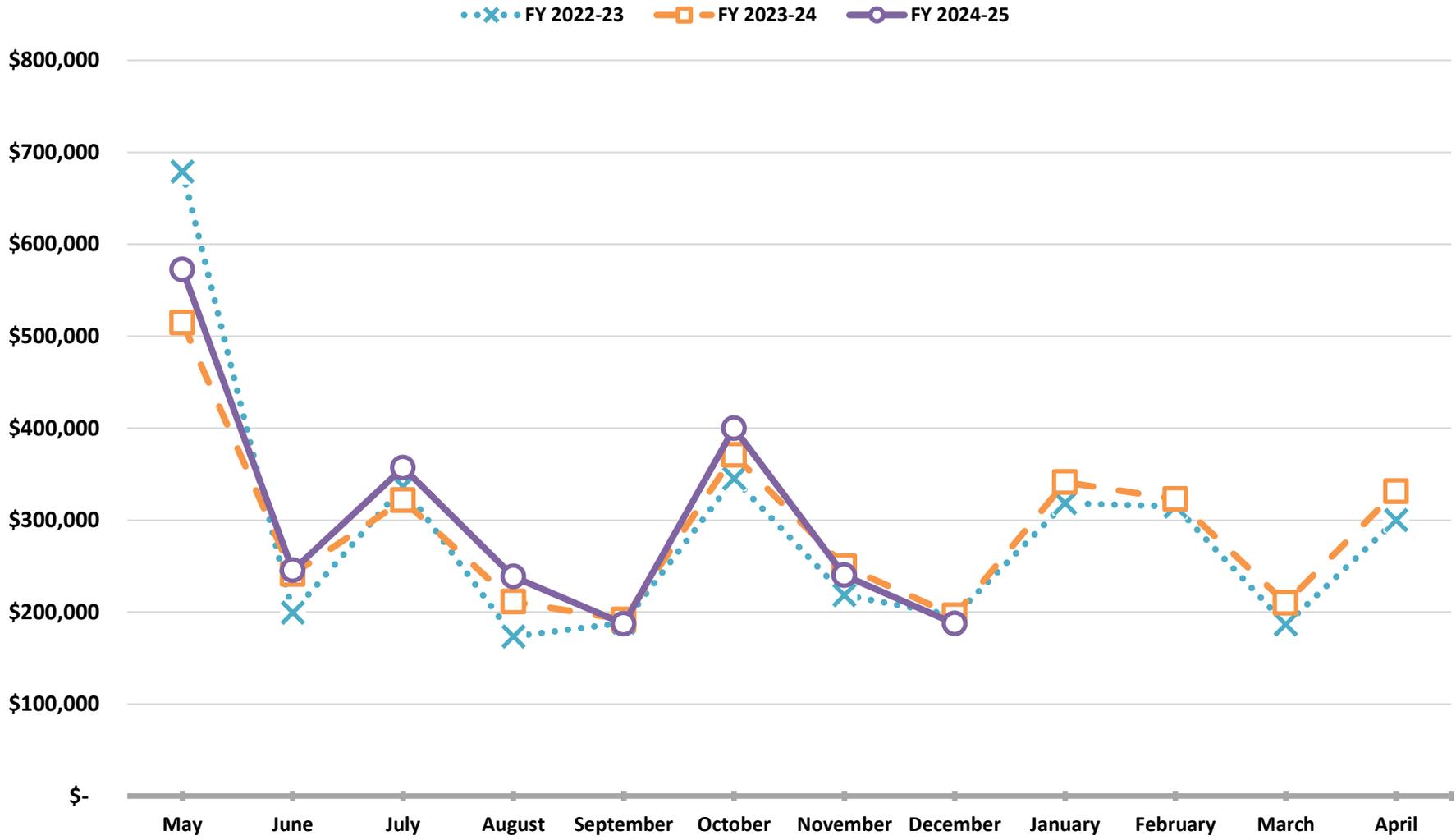
City of Geneva Income Tax Report Monthly Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Income Tax Report Annual Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Income Tax Report Annual Comparison By Month Received FY 2022-23 through FY 2024-25

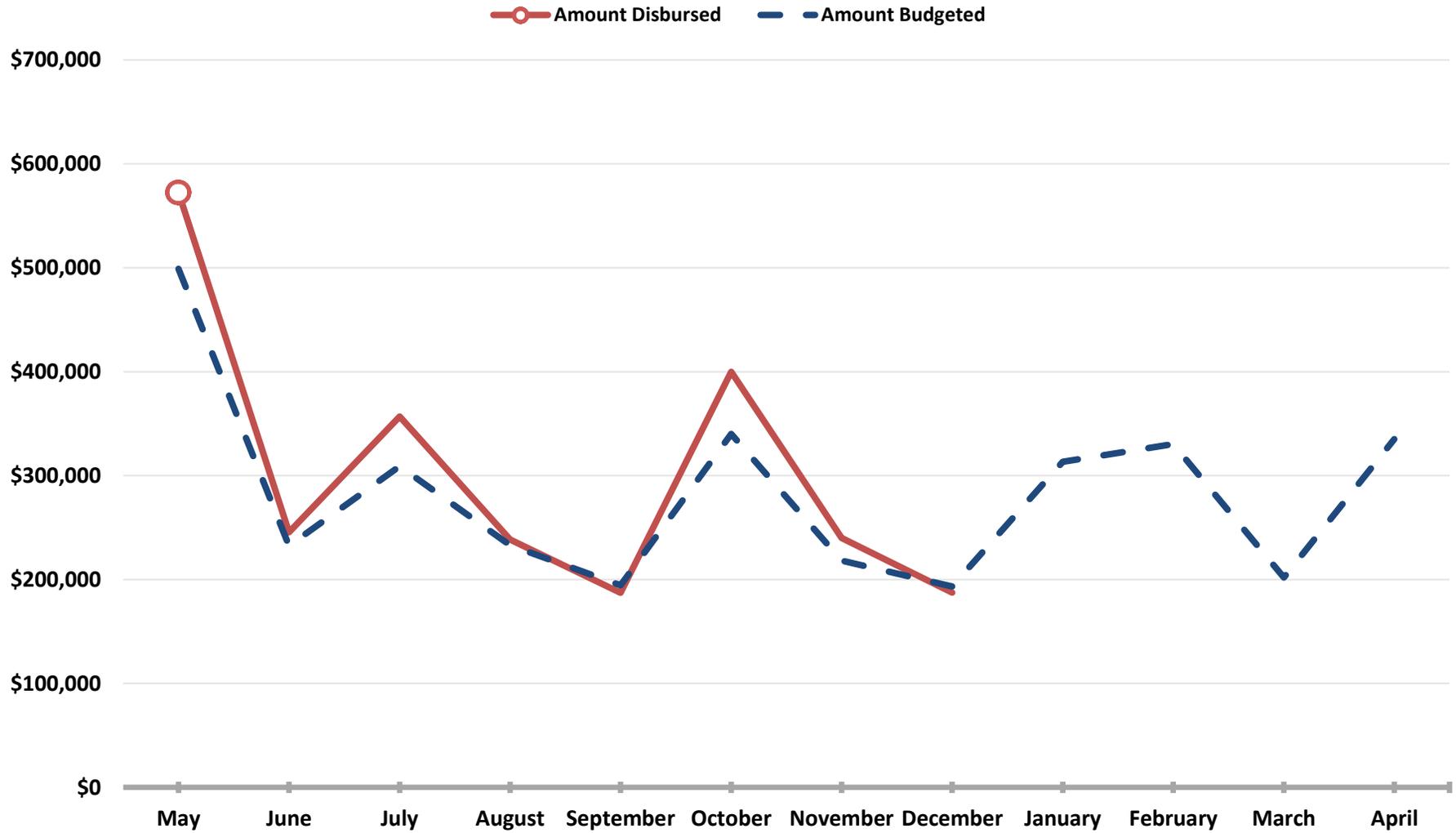


**City of Geneva
Income Tax Report
Monthly Allocation - Actual to Budget
Received For December 2024**

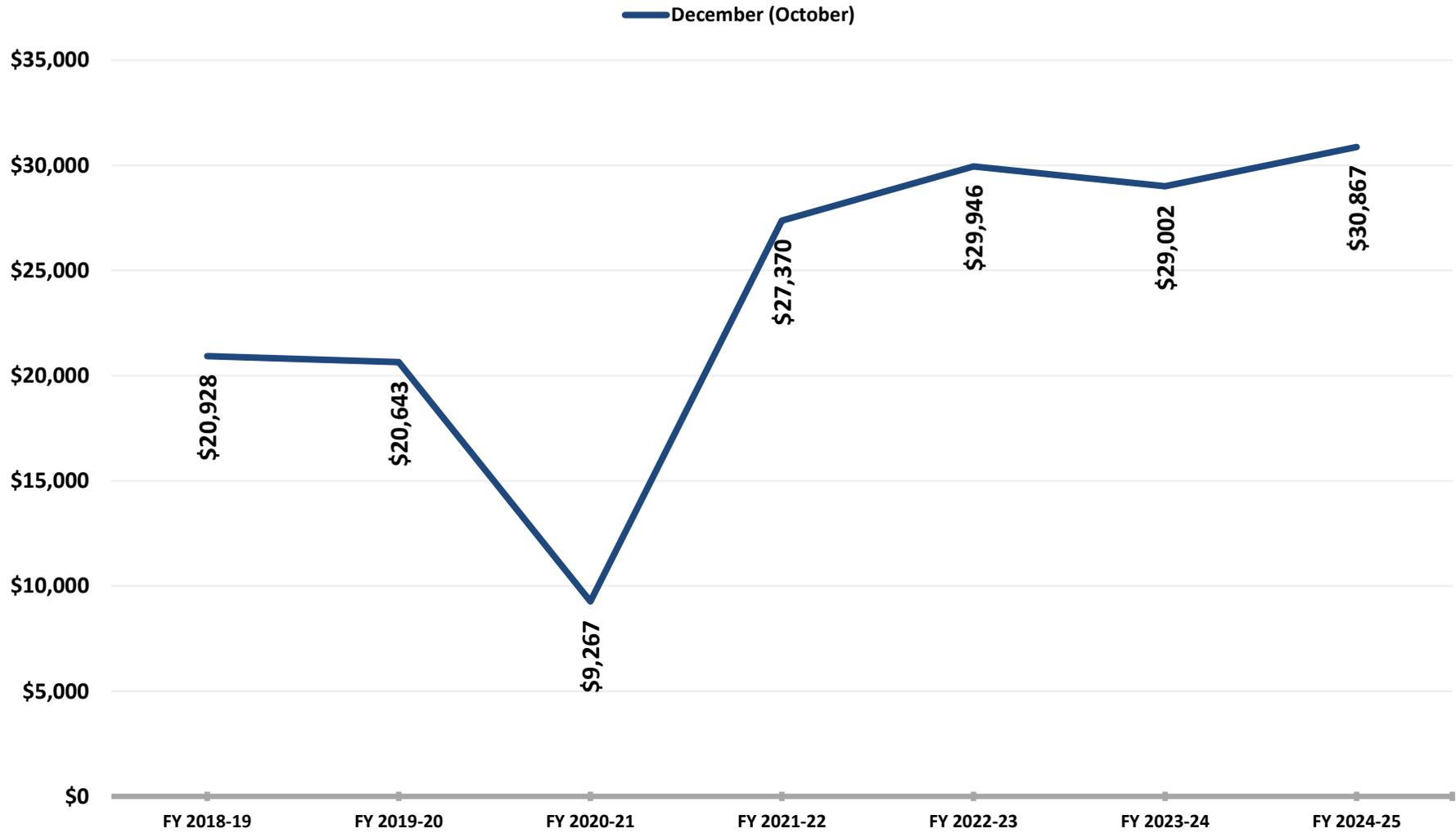
Monthly Allocation - Actual to Budget

Received	Actual FY 2015-16	Actual FY 2016-17	Actual FY 2017-18	Actual FY 2018-19	Actual FY 2019-20	Actual FY 2020-21	Actual FY 2021-22	Actual FY 2022-23	Actual FY 2023-24	Actual FY 2024-25	Budget FY 2024-25	Budget % +/-	Budget +/- In Dollars
May	\$ 385,310	\$ 293,190	\$ 288,096	\$ 294,806	\$ 431,649	\$ 216,714	\$ 361,698	\$ 679,061	\$ 514,614	\$ 572,501	\$ 498,949	14.74%	\$ 73,552
June	160,013	140,146	148,994	136,189	134,802	134,235	317,353	199,478	241,306	245,365	232,370	5.59%	12,995
July	225,769	200,012	197,101	184,141	201,594	213,159	284,694	336,753	321,493	356,957	309,026	15.51%	47,931
August	131,018	116,475	94,194	135,171	144,508	291,434	159,860	173,447	211,298	238,504	232,953	2.38%	5,551
September	124,787	127,225	111,104	131,922	127,897	165,131	168,821	188,490	191,786	187,237	194,394	-3.68%	(7,157)
October	219,319	188,004	169,162	205,031	228,192	239,123	306,788	345,087	370,722	399,820	340,018	17.59%	59,802
November	144,610	126,184	127,310	147,669	148,931	161,578	175,868	218,521	249,716	240,013	218,260	9.97%	21,753
December	113,094	114,320	112,082	122,397	140,733	143,050	163,714	196,066	196,198	187,358	193,270	-3.06%	(5,912)
January	212,198	184,830	163,343	178,341	196,709	227,908	291,484	318,392	341,207		313,382		
February	232,211	213,768	236,439	214,836	202,664	240,951	363,454	314,813	322,856		330,301		
March	134,434	111,887	118,863	129,192	150,701	166,062	157,536	186,452	209,845		201,927		
April	208,012	215,771	182,520	207,509	221,342	264,784	336,555	300,087	331,306		335,150		
Total Annual Revenue	\$ 2,290,774	\$ 2,031,811	\$ 1,949,207	\$ 2,087,205	\$ 2,329,721	\$ 2,464,129	\$ 3,087,827	\$ 3,456,648	\$ 3,502,347	\$ 2,427,754	\$ 3,400,000	5.69%	\$ 208,514
Total Received Through December	1,503,919	1,305,555	1,248,042	1,357,327	1,558,306	1,564,424	1,938,798	2,336,903	2,297,133	2,427,754	2,219,240	5.69%	208,514
												Current Actual	\$ 2,427,754
												Current Budget	2,219,240
													\$ 208,514

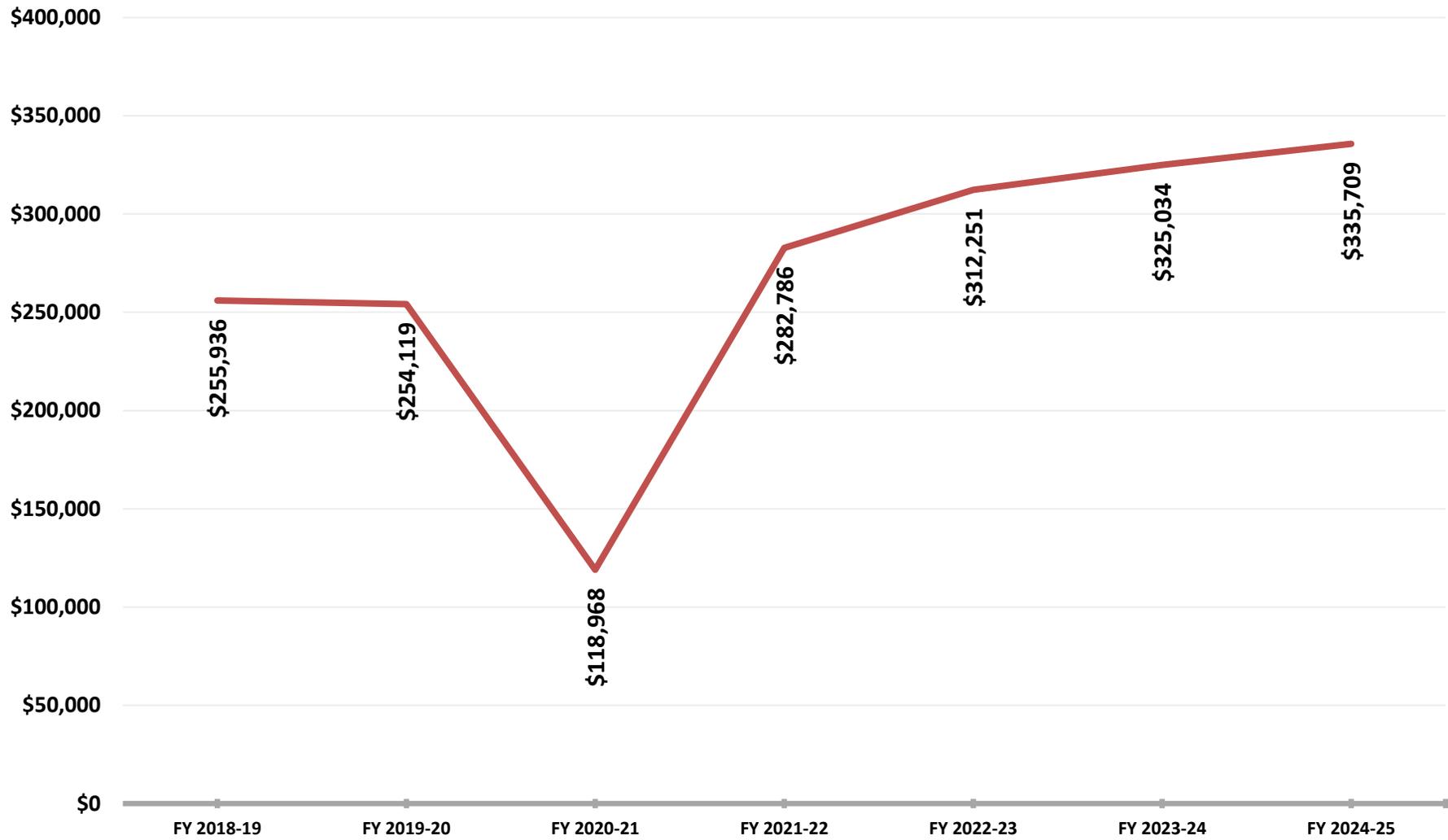
City of Geneva Income Tax Report Disbursed vs Budgeted Amount Monthly Revenue for FY 2024-25



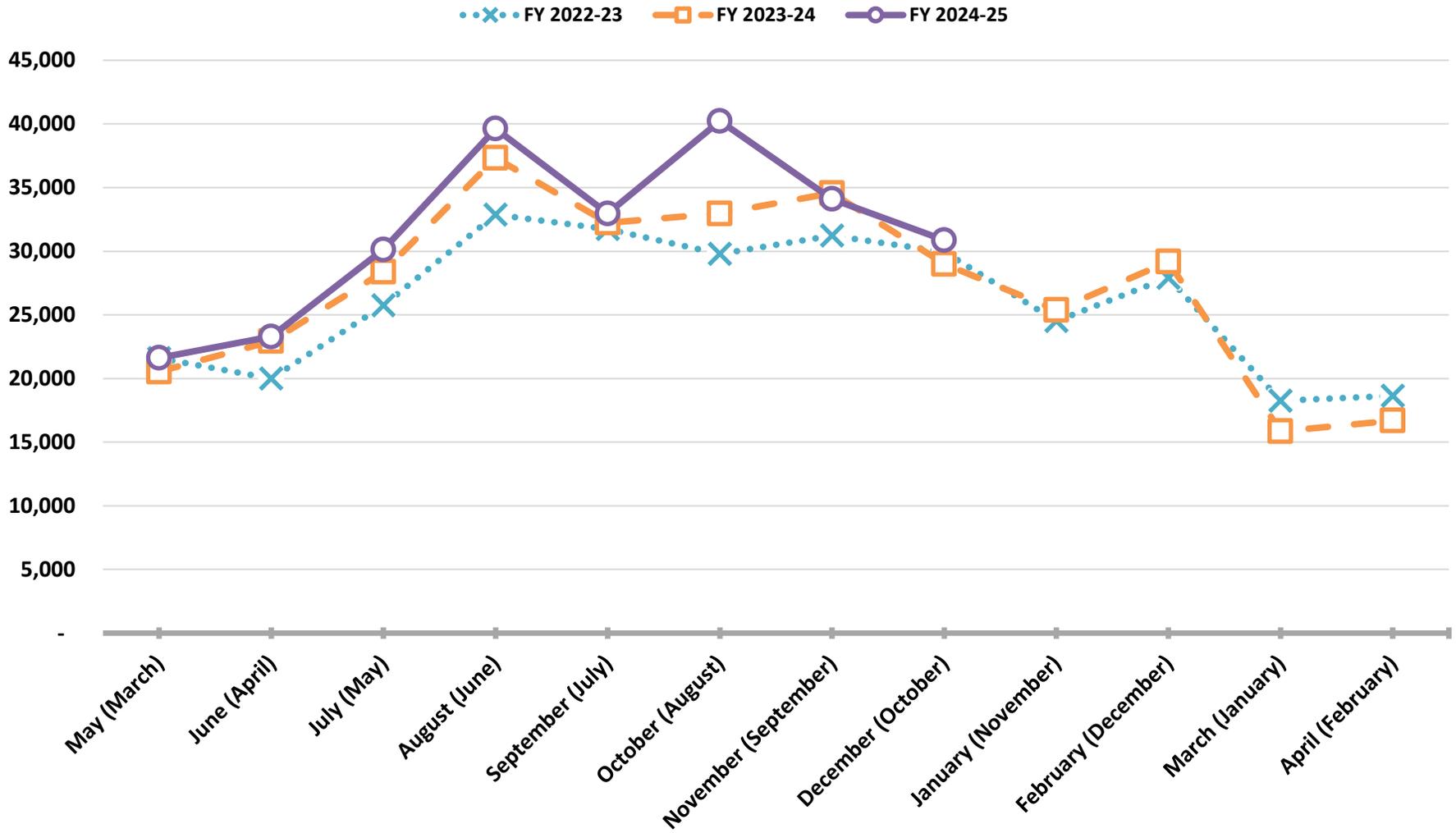
City of Geneva Hotel/Motel Tax Report Monthly Comparison Received FY 2018-19 through FY 2024-25



City of Geneva Hotel/Motel Tax Report Annual Comparison Received FY 2018-19 through FY 2024-25



City of Geneva Hotel/Motel Tax Report Annual Comparison By Month Received FY 2022-23 through FY 2024-25



**City of Geneva
Excise Tax Report
Received For December 2024**

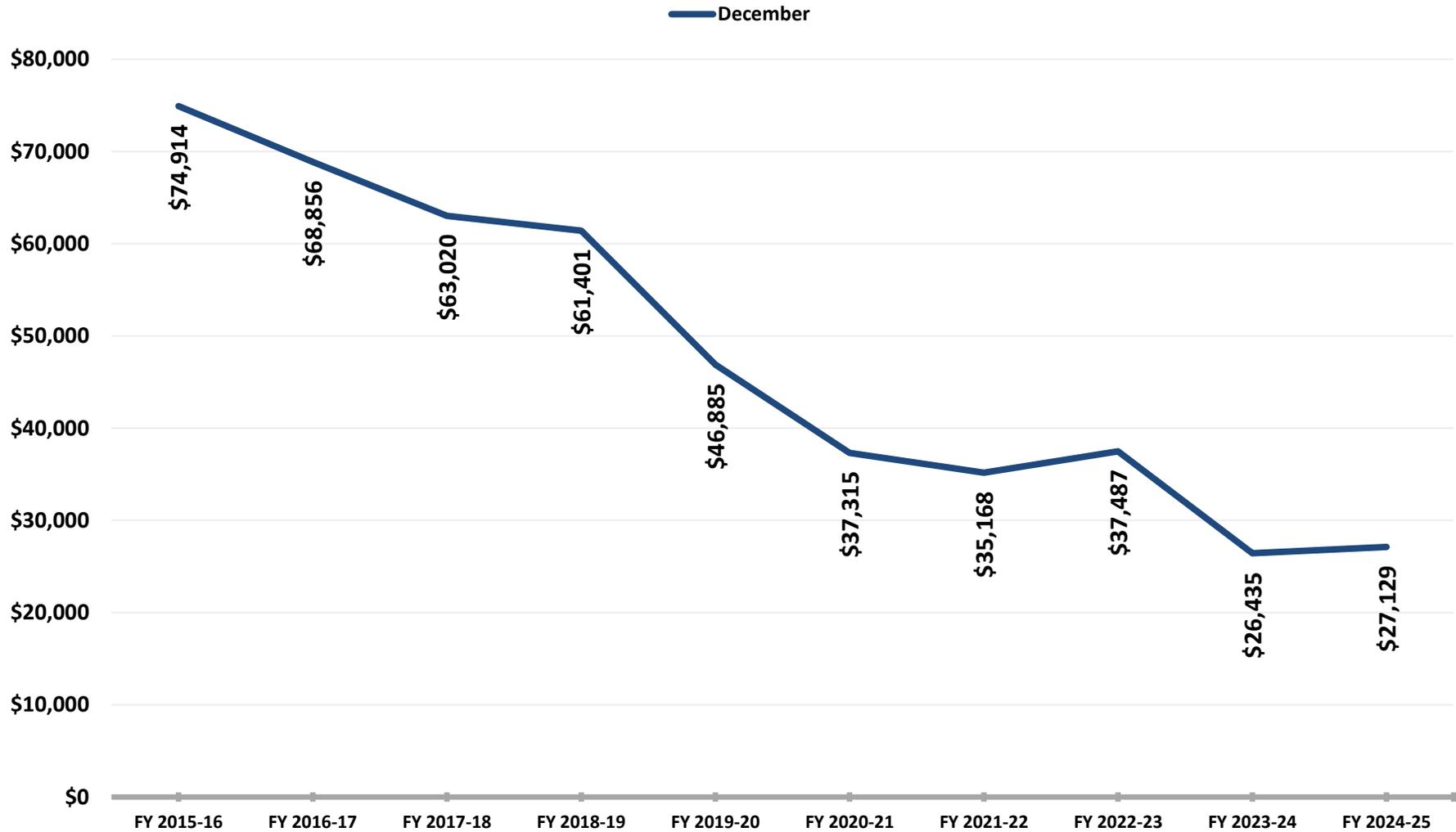
Excise Tax Report

Received	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	% +/- Last Year	+/- In Dollars
May	\$ 70,695	\$ 71,214	\$ 63,900	\$ 66,875	\$ 99,281	\$ 43,283	\$ 36,892	\$ 32,123	\$ 28,873	\$ 26,095	-9.62%	\$ (2,778)
June	92,292	73,076	66,174	68,122	59,166	52,687	37,364	34,183	30,894	34,219	10.76%	3,325
July	77,376	68,312	61,850	64,440	59,408	47,699	35,996	33,939	30,054	28,136	-6.38%	(1,918)
August	75,288	68,914	65,778	67,201	59,941	50,041	36,105	34,140	30,989	28,804	-7.05%	(2,186)
September	76,632	70,159	65,580	66,637	57,205	44,026	37,486	34,534	28,149	27,238	-3.23%	(910)
October	78,096	66,638	63,652	64,178	54,275	41,067	36,789	27,231	39,141	26,771	-31.60%	(12,370)
November	73,345	69,824	65,302	65,498	58,444	38,151	34,922	33,902	32,053	28,695	-10.47%	(3,357)
December	74,914	68,856	63,020	61,401	46,885	37,315	35,168	37,487	26,435	27,129	2.62%	694
January	75,590	64,243	62,521	64,064	46,571	35,918	35,171	29,970	26,543			
February	69,602	65,466	57,545	61,655	64,731	36,186	34,444	33,461	33,417			
March	93,747	67,016	66,772	61,150	47,812	36,032	33,799	29,633	27,549			
April	69,268	64,209	69,566	61,920	44,249	35,755	34,240	32,238	29,820			
Total Annual Revenue	\$ 926,847	\$ 817,928	\$ 771,659	\$ 773,140	\$ 697,968	\$ 498,158	\$ 428,376	\$ 392,842	\$ 363,916	\$ 227,086	-7.91%	\$ (19,501)
Total Received Through												
December	618,639	556,994	515,256	524,351	494,604	354,268	290,723	267,539	246,587	227,086	-7.91%	(19,501)
% of Total Annual Received												
Through December	66.75%	68.10%	66.77%	67.82%	70.86%	71.12%	67.87%	68.10%	67.76%	71.12%		
Low Projection	\$ 319,320											
High Projection	\$ 335,136											

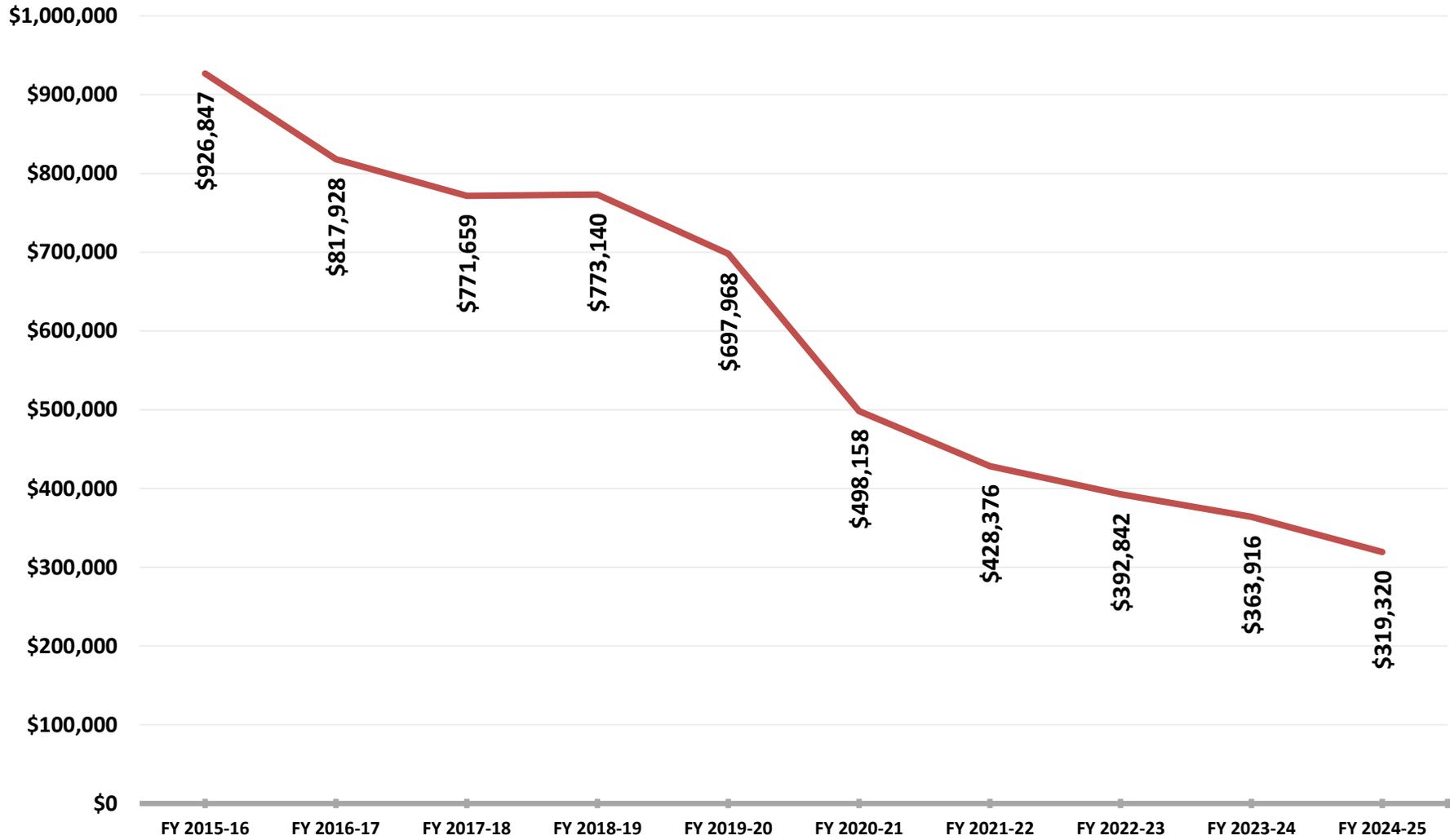
*Only includes months for which the State has distributed funds

**Based on low projection for current fiscal year

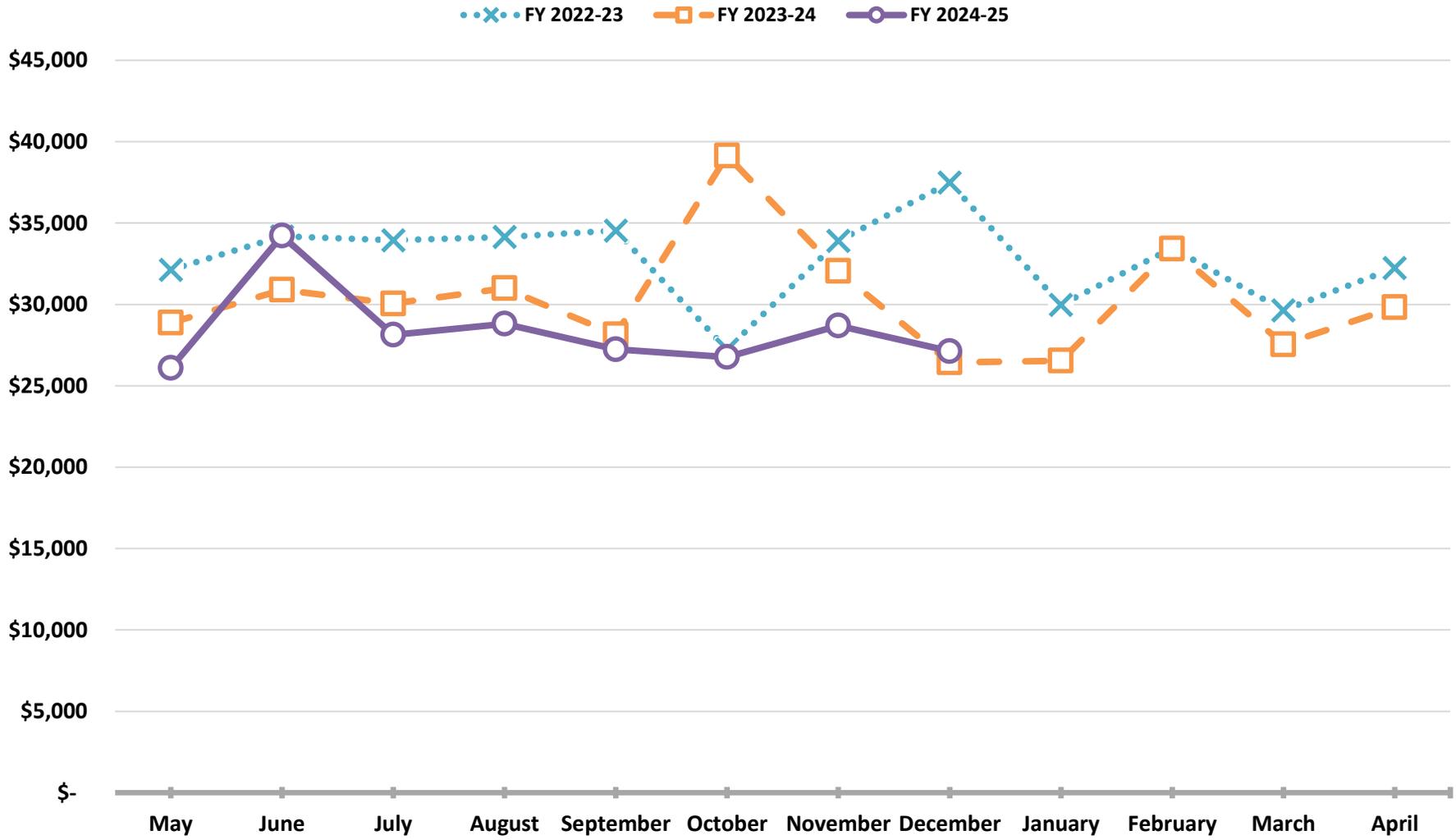
City of Geneva Excise Tax Report Monthly Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Excise Tax Report Annual Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Excise Tax Report Annual Comparison By Month Received FY 2022-23 through FY 2024-25



**City of Geneva
Cannabis Use Tax Report
Received For December 2024**

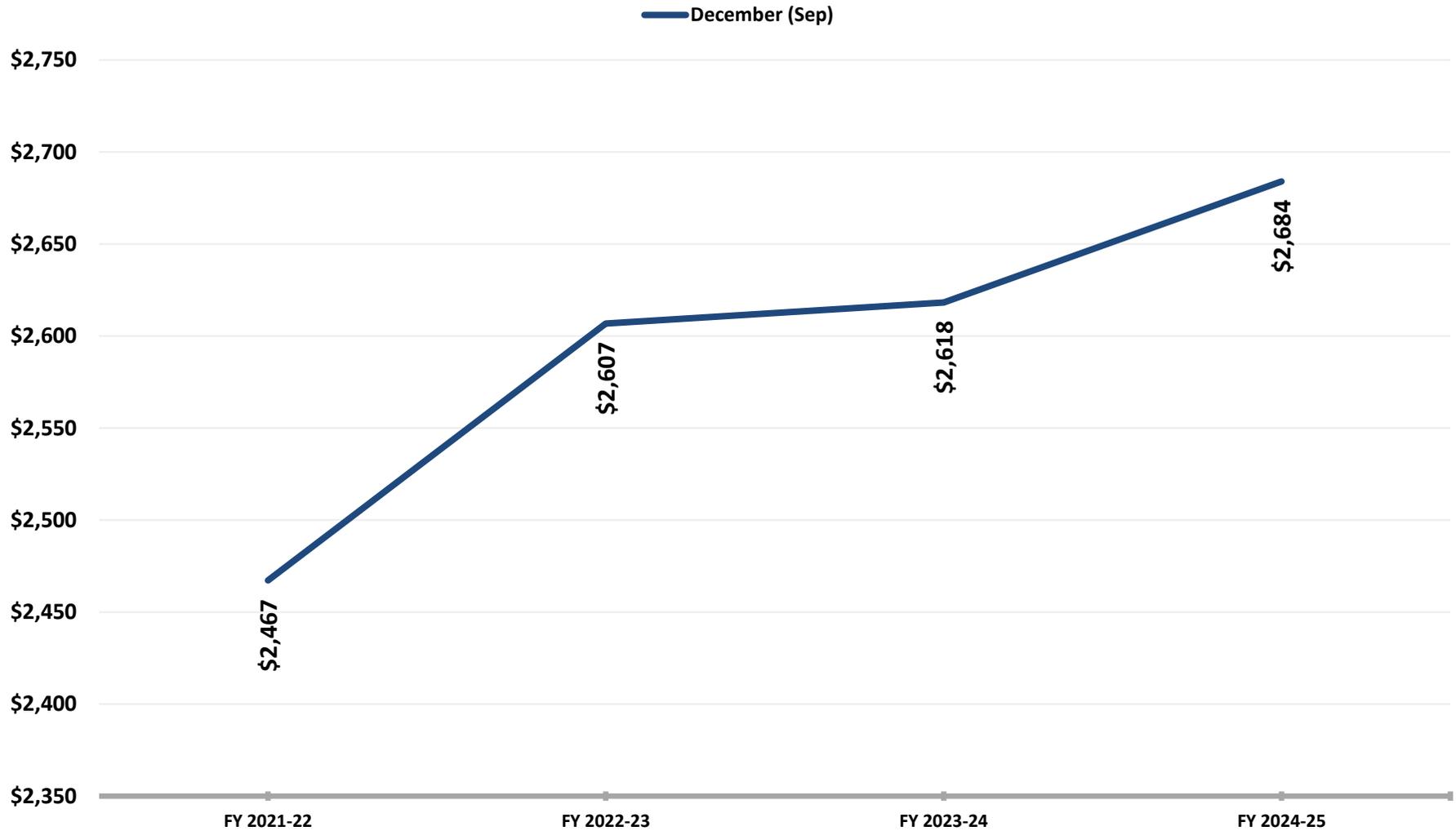
Cannabis Use Tax Report

Received (Month of Sale)	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	% +/- Last Year	+/- In Dollars
May (Feb)	\$ 2,463	\$ 2,960	\$ 2,580	\$ 3,075	19.20%	\$ 495
June (Mar)	2,858	2,973	2,635	2,794	6.05%	159
July (Apr)	2,519	2,467	2,713	2,849	5.00%	136
August (May)	2,248	3,450	2,891	2,830	-2.12%	(61)
September (Jun)	2,674	2,762	2,545	2,634	3.50%	89
October (Jul)	3,179	2,538	2,622	2,732	4.20%	110
November (Aug)	2,783	2,800	2,666	2,630	-1.35%	(36)
December (Sep)	2,467	2,607	2,618	2,684	2.51%	66
January (Oct)	3,023	2,715	2,699			
February (Nov)	2,972	2,707	3,001			
March (Dec)	3,144	2,648	3,020			
April (Jan)	3,294	3,056	3,208			
Total Annual Revenue	\$ 33,624	\$ 33,682	\$ 33,197	\$ 22,228	4.50%	\$ 958
Total Received Through						
December	6,439	22,557	21,270	22,228	4.50%	958
% of Total Annual Received						
Through December		66.97%	64.07%	66.97%		
Low Projection	\$ 33,191					
High Projection	\$ 34,693					

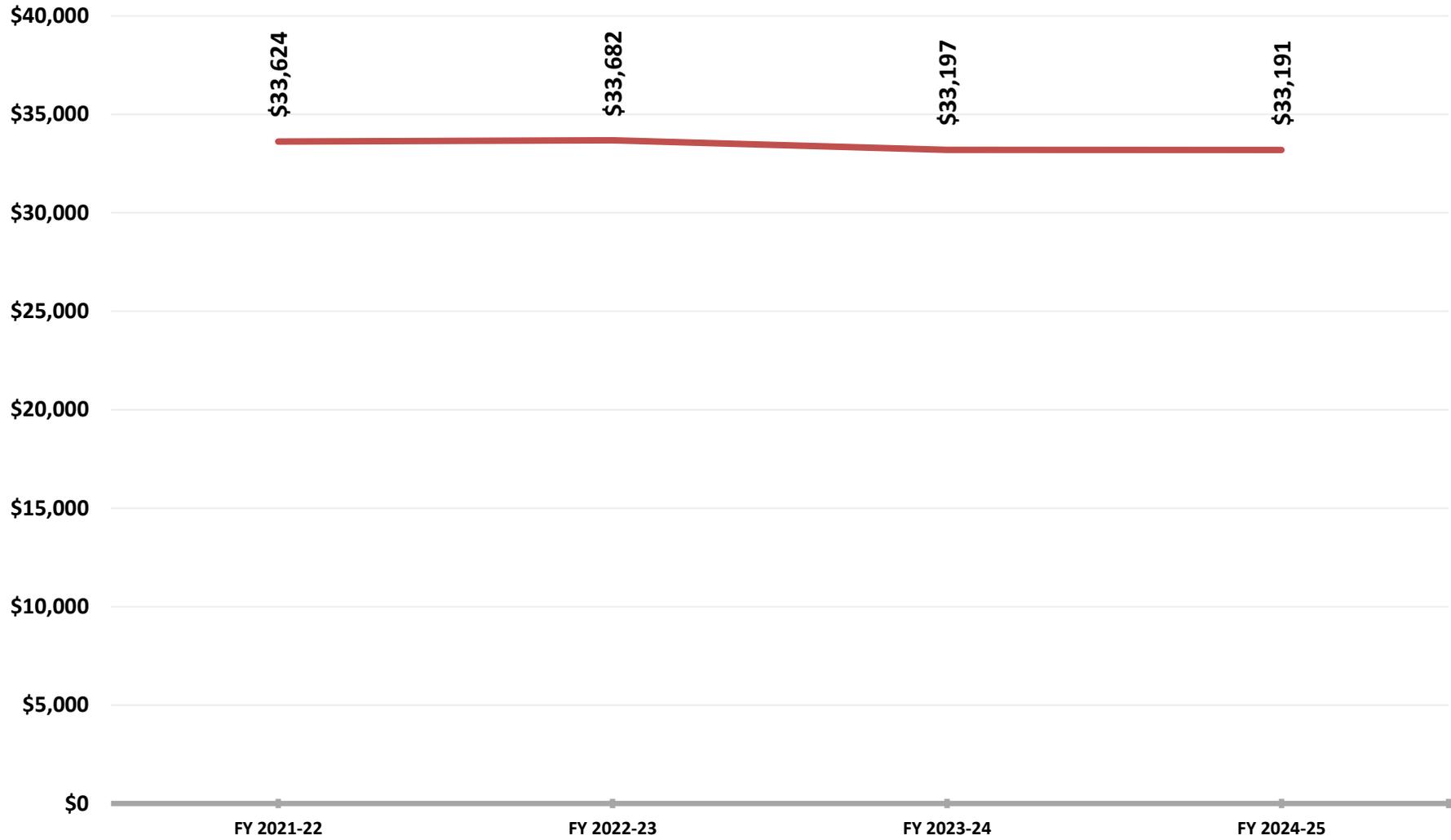
*Only includes months for which the State has distributed funds

**Based on low projection for current fiscal year

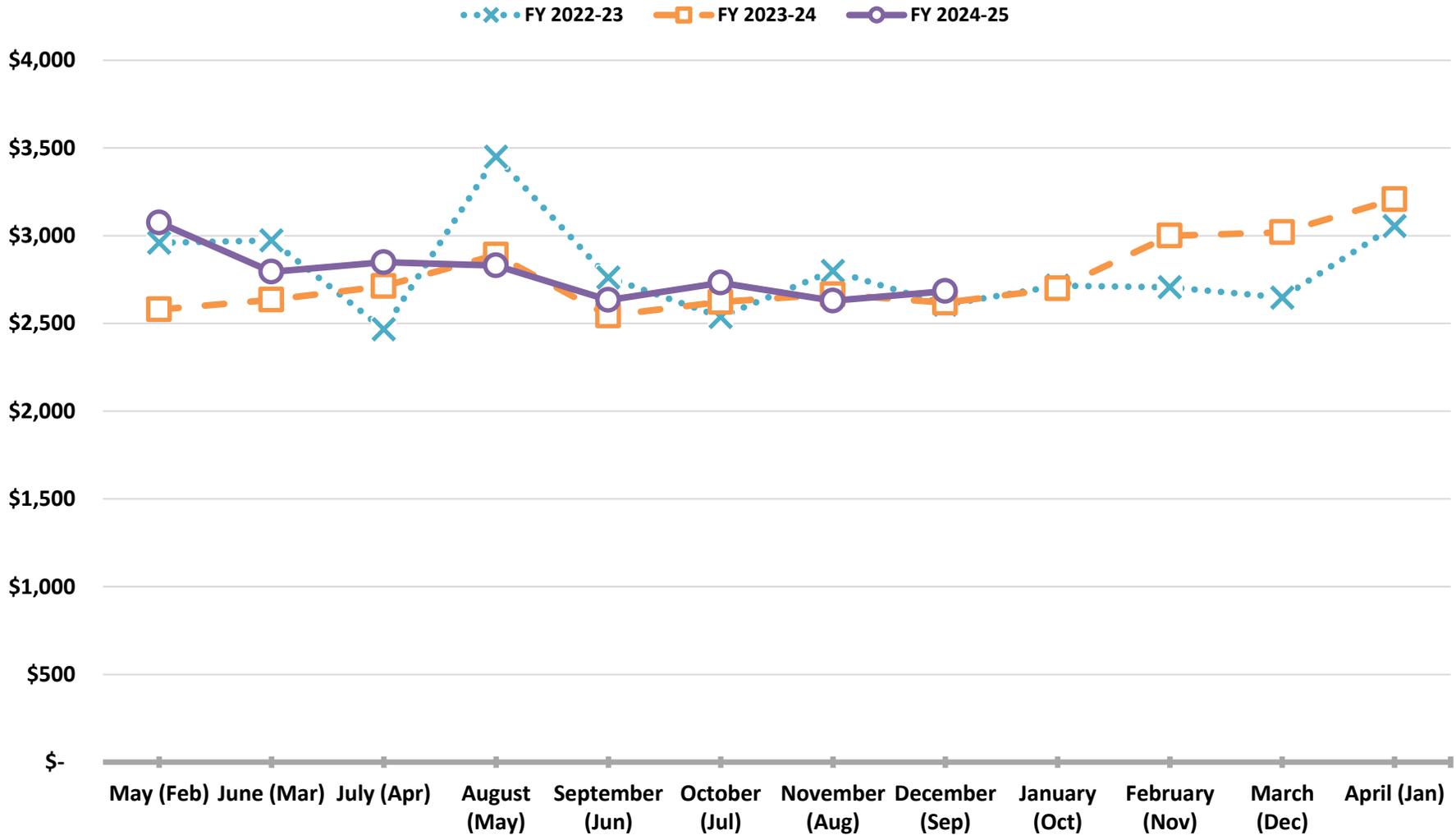
City of Geneva Cannabis Use Tax Report Monthly Comparison Received FY 2021-22 through FY 2024-25



City of Geneva Cannabis Use Tax Report Annual Comparison Received FY 2021-22 through FY 2024-25



City of Geneva Cannabis Use Tax Report Annual Comparison By Month Received FY 2022-23 through FY 2024-25



**City of Geneva
Motor Fuel Tax Report
Received For December 2024**

Motor Fuel Tax Report

Received	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	% +/- Last Year	+/- In Dollars
May (April)	\$ 49,993	\$ 48,919	\$ 47,063	\$ 49,208	\$ 47,578	\$ 63,751	\$ 70,811	\$ 72,129	\$ 76,005	\$ 76,941	1.23%	\$ 936
June (May)	46,940	48,583	47,717	45,302	43,603	50,477	70,235	72,352	77,263	74,764	-3.23%	(2,499)
July (June)	30,467	30,638	37,893	41,517	39,749	51,934	72,152	74,904	80,247	82,104	2.31%	1,857
August (July)	54,222	49,178	49,686	48,728	49,685	63,553	71,528	73,348	76,346	81,190	6.35%	4,844
September (Aug)***	52,242	46,703	46,931	46,987	71,479	74,160	77,558	70,423	79,478	86,366	8.67%	6,888
October (Sept)	35,179	41,225	41,483	39,251	77,641	68,885	74,318	76,447	84,212	83,384	-0.98%	(828)
November (Oct)	45,708	47,723	47,495	51,497	71,240	67,970	68,455	72,620	75,571	82,129	8.68%	6,558
December (Nov)	52,937	48,623	48,405	48,485	80,219	68,670	75,432	73,003	88,719	86,408	-2.60%	(2,311)
January (Dec)	48,512	50,992	47,496	46,686	73,276	71,355	79,933	83,498	83,496			
February (Jan)	46,856	48,473	48,627	46,635	66,861	62,198	73,119	66,939	71,315			
March (Feb)	47,223	46,217	42,129	42,415	66,143	58,737	50,476	68,542	76,077			
April (Mar)	40,614	39,406	41,762	40,562	68,473	60,859	71,556	66,535	69,912			
Total Annual Revenue	\$ 550,892	\$ 546,679	\$ 546,687	\$ 547,272	\$ 755,948	\$ 762,549	\$ 855,574	\$ 870,740	\$ 938,641	\$ 653,286	2.42%	\$ 15,445
Total Received Through December	367,687	361,591	366,672	370,974	481,195	509,400	580,490	585,226	637,841	653,286	2.42%	15,445
% of Total Annual Received Through December	66.74%	66.14%	67.07%	67.79%	63.65%	66.80%	67.85%	67.21%	67.95%	67.95%		

Average Percentage Received

Over Fiscal Years 66.80%

Low Projection \$ 961,369

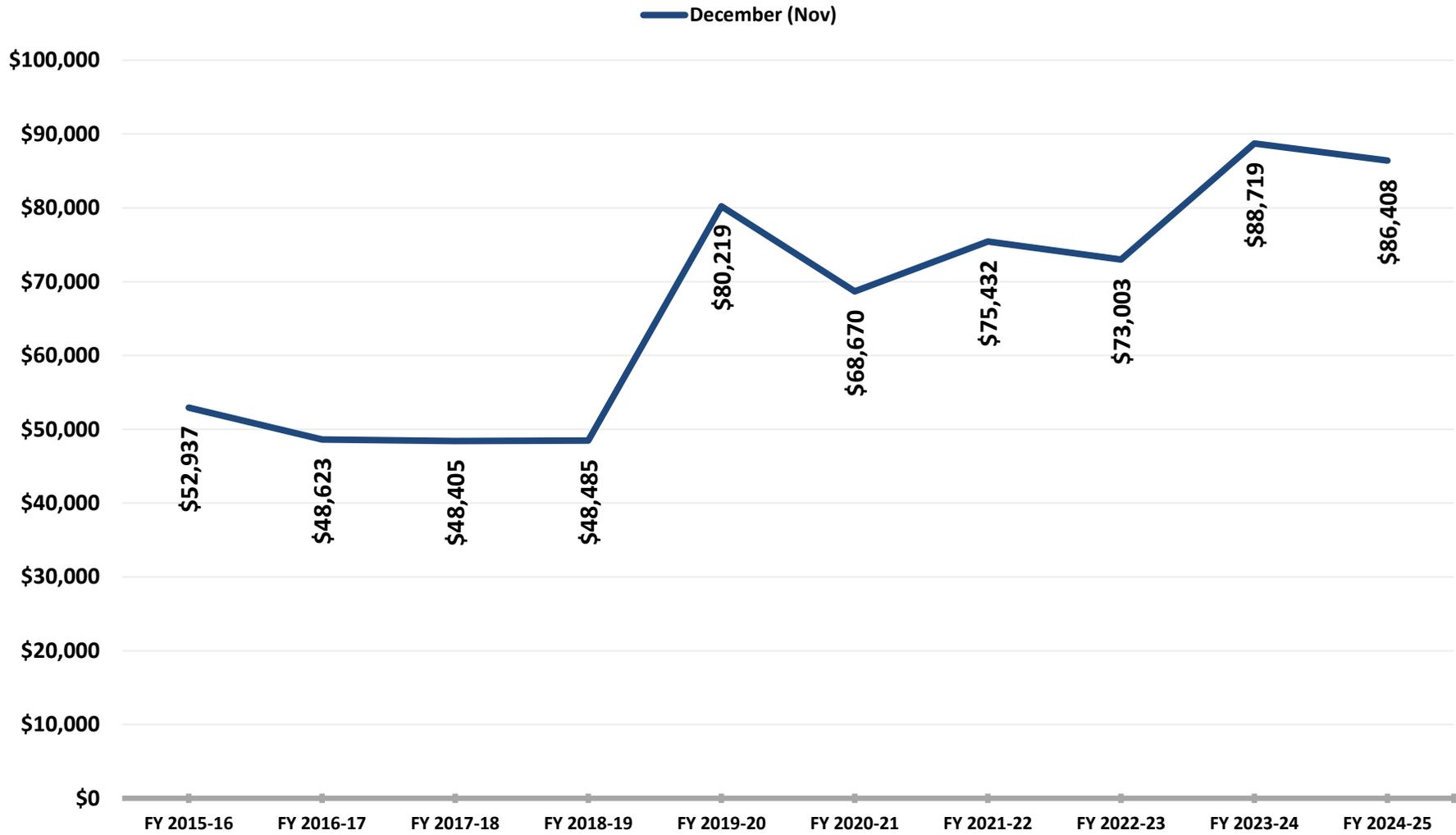
High Projection \$ 1,026,299

*Only includes months for which the State has distributed funds

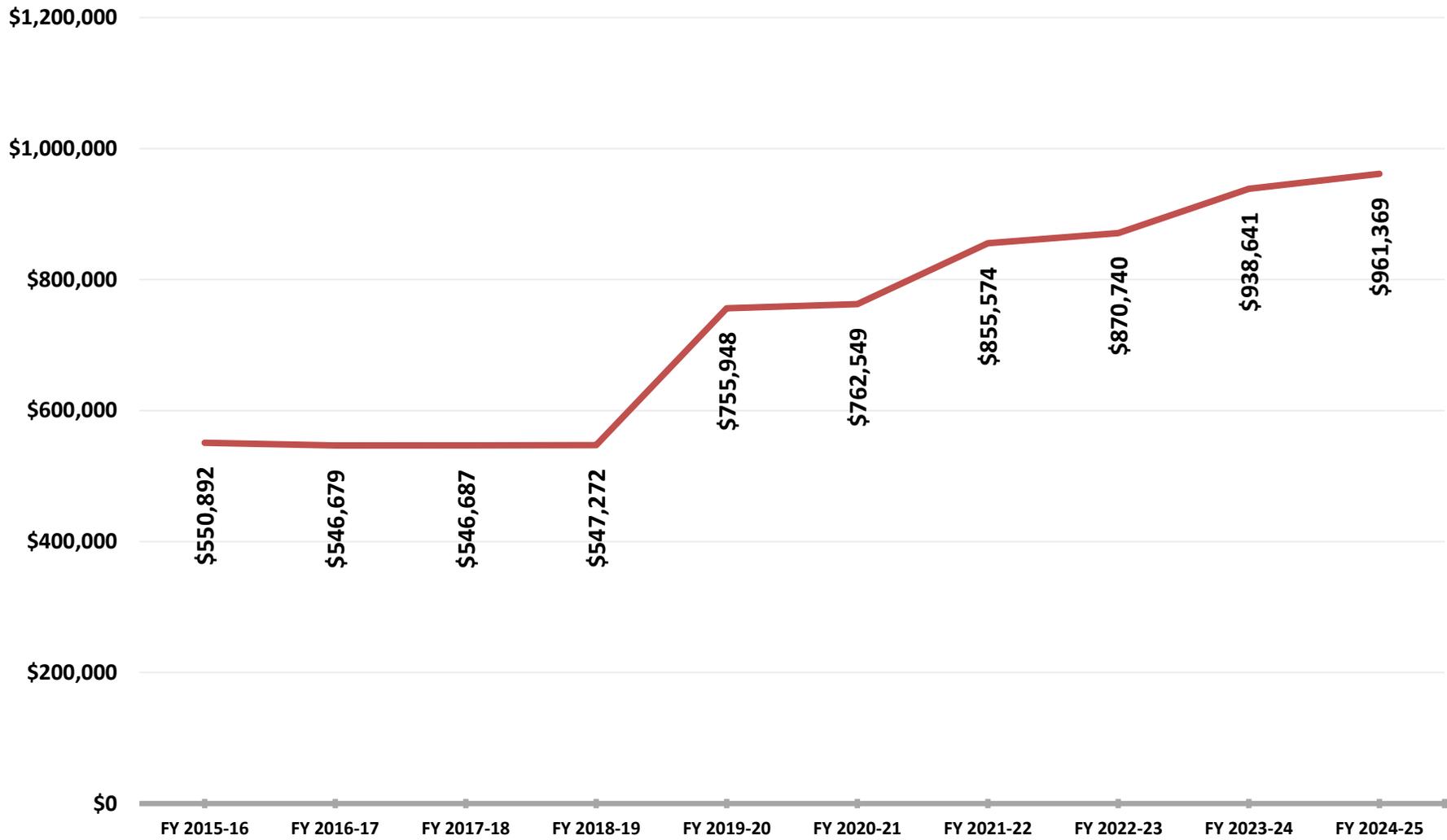
**Based on low projection for current fiscal year

***MFT Transportation Renewal Fund allotment began September 2019

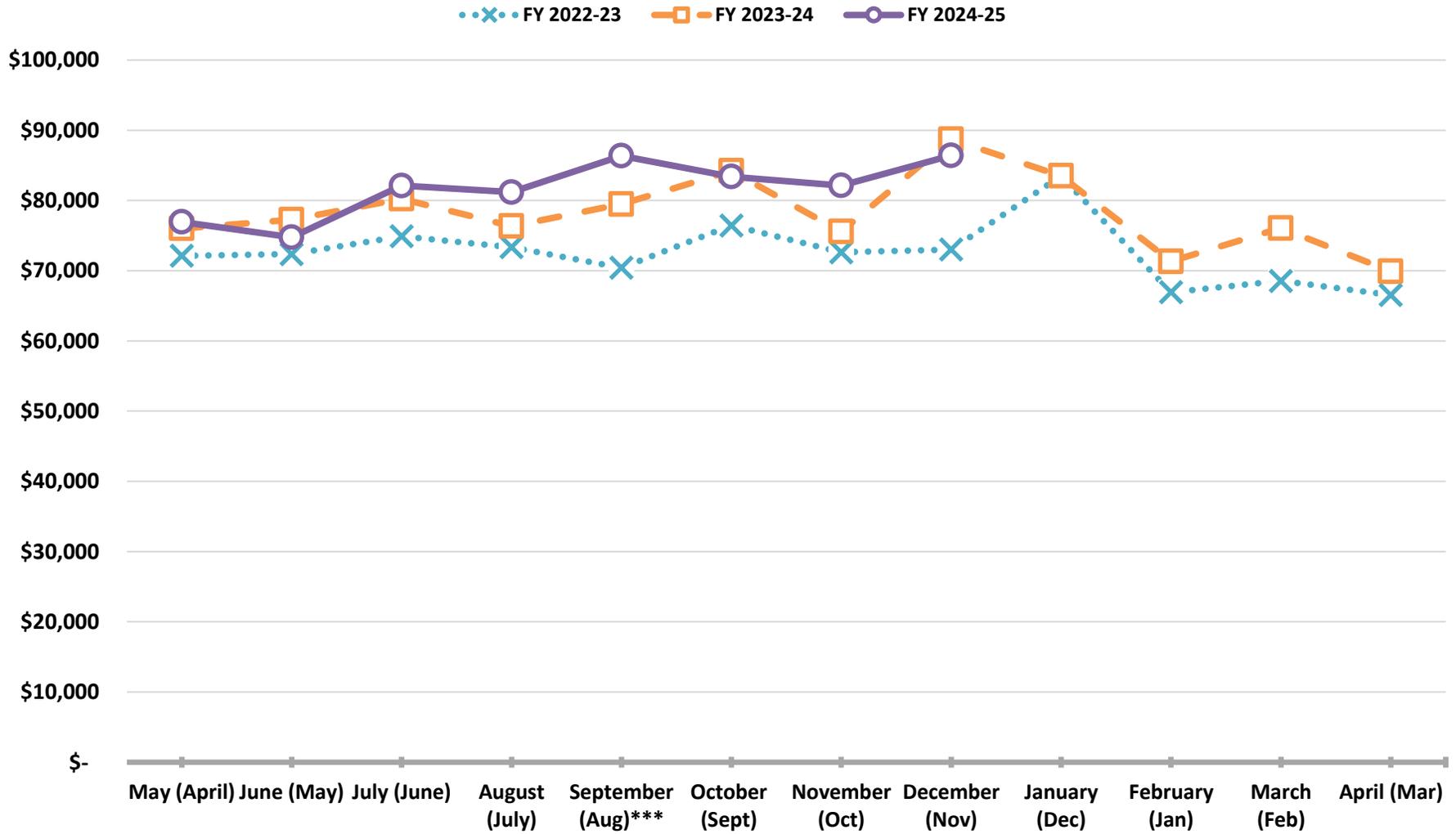
City of Geneva Motor Fuel Tax Report Monthly Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Motor Fuel Tax Report Annual Comparison Received FY 2015-16 through FY 2024-25



City of Geneva Motor Fuel Tax Report Annual Comparison By Month Received FY 2022-23 through FY 2024-25



City of Geneva
Sales Tax Comparison with Neighboring Cities
Received For December 2024

Batavia Month of Receipt	Sales Tax			Home Rule		
	2023	2024	% +/-	2023	2024	% +/-
January	\$ 527,495	\$ 577,363	9.45%	\$ 403,381	\$ 390,644	-3.16%
February	584,811	608,014	3.97%	422,409	403,304	-4.52%
March	638,115	666,726	4.48%	456,159	461,758	1.23%
April	484,294	553,007	14.19%	322,484	359,423	11.45%
May	452,029	548,486	21.34%	301,240	349,128	15.90%
June	564,483	622,999	10.37%	368,785	409,959	11.16%
July	552,001	575,566	4.27%	378,521	373,014	-1.45%
August	590,085	642,340	8.86%	409,506	429,448	4.87%
September	672,103	579,103	-13.84%	470,259	402,118	-14.49%
October	586,147	532,739	-9.11%	399,787	379,796	-5.00%
November	605,264	474,268	-21.64%	401,811	391,988	-2.44%
December	572,937	474,398	-17.20%	383,526	396,853	3.47%
Total Received Through December	\$ 6,829,764	\$ 6,855,007	\$ 25,243	\$ 4,717,868	\$ 4,747,434	\$ 29,567
Total	6,829,764	6,855,007		4,717,868	4,747,434	

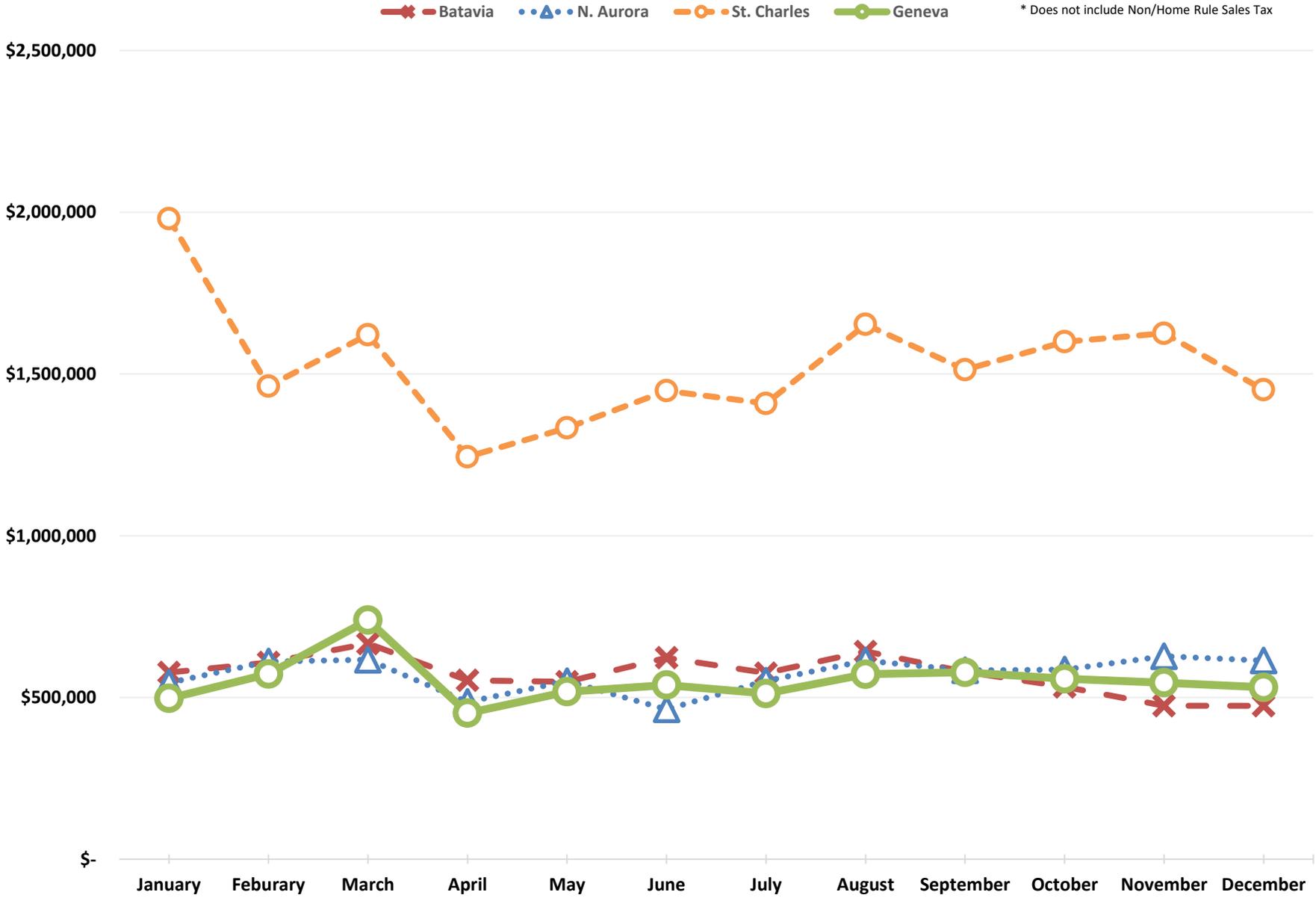
Geneva Month of Receipt	Sales Tax			Non-Home Rule		
	2023	2024	% +/-	2023	2024	% +/-
January	\$ 560,962	\$ 496,981	-11.41%	\$ 488,514	\$ 418,314	-14.37%
February	583,862	572,464	-1.95%	480,453	492,450	2.50%
March	719,487	738,909	2.70%	633,167	638,491	0.84%
April	440,746	451,442	2.43%	370,833	376,791	1.61%
May	442,051	517,495	17.07%	380,135	441,503	16.14%
June	511,494	538,216	5.22%	437,021	457,300	4.64%
July	496,552	511,984	3.11%	421,054	434,115	3.10%
August	555,884	571,732	2.85%	478,721	491,756	2.72%
September	588,494	577,494	-1.87%	510,349	497,437	-2.53%
October	565,735	557,846	-1.39%	482,857	466,995	-3.29%
November	533,420	545,715	2.30%	449,288	460,173	2.42%
December	545,873	531,346	-2.66%	466,643	458,531	-1.74%
Total Received Through December	\$ 6,544,560	\$ 6,611,621	\$ 67,061	\$ 5,599,036	\$ 5,633,856	\$ 34,820
Total	6,544,560	6,611,621		5,599,036	5,633,856	

City of Geneva
Sales Tax Comparison with Neighboring Cities
Received For December 2024

N. Aurora Month of Receipt	Sales Tax			Non-Home Rule		
	2023	2024	% +/-	2023	2024	% +/-
January	\$ 580,097	\$ 545,419	-5.98%	\$ 127,593	\$ 119,244	-6.54%
February	581,313	611,111	5.13%	136,478	138,833	1.73%
March	638,152	616,424	-3.40%	143,384	136,569	-4.75%
April	501,174	486,131	-3.00%	105,557	102,789	-2.62%
May	529,621	550,417	3.93%	111,868	112,600	0.65%
June	586,172	463,142	-20.99%	117,533	130,803	11.29%
July	539,864	551,680	2.19%	115,815	113,811	-1.73%
August	605,805	614,165	1.38%	131,755	138,956	5.47%
September	578,352	583,879	0.96%	127,863	131,536	2.87%
October	577,720	586,006	1.43%	122,227	253,192	107.15%
November	635,664	627,546	-1.28%	136,501	258,841	89.63%
December	576,431	613,839	6.49%	126,125	279,899	121.92%
Total Received Through December	\$ 6,930,365	\$ 6,849,760	\$ (80,606)	\$ 1,502,701	\$ 1,917,072	\$ 414,371
Total	6,930,365	6,849,760		1,502,701	1,917,072	

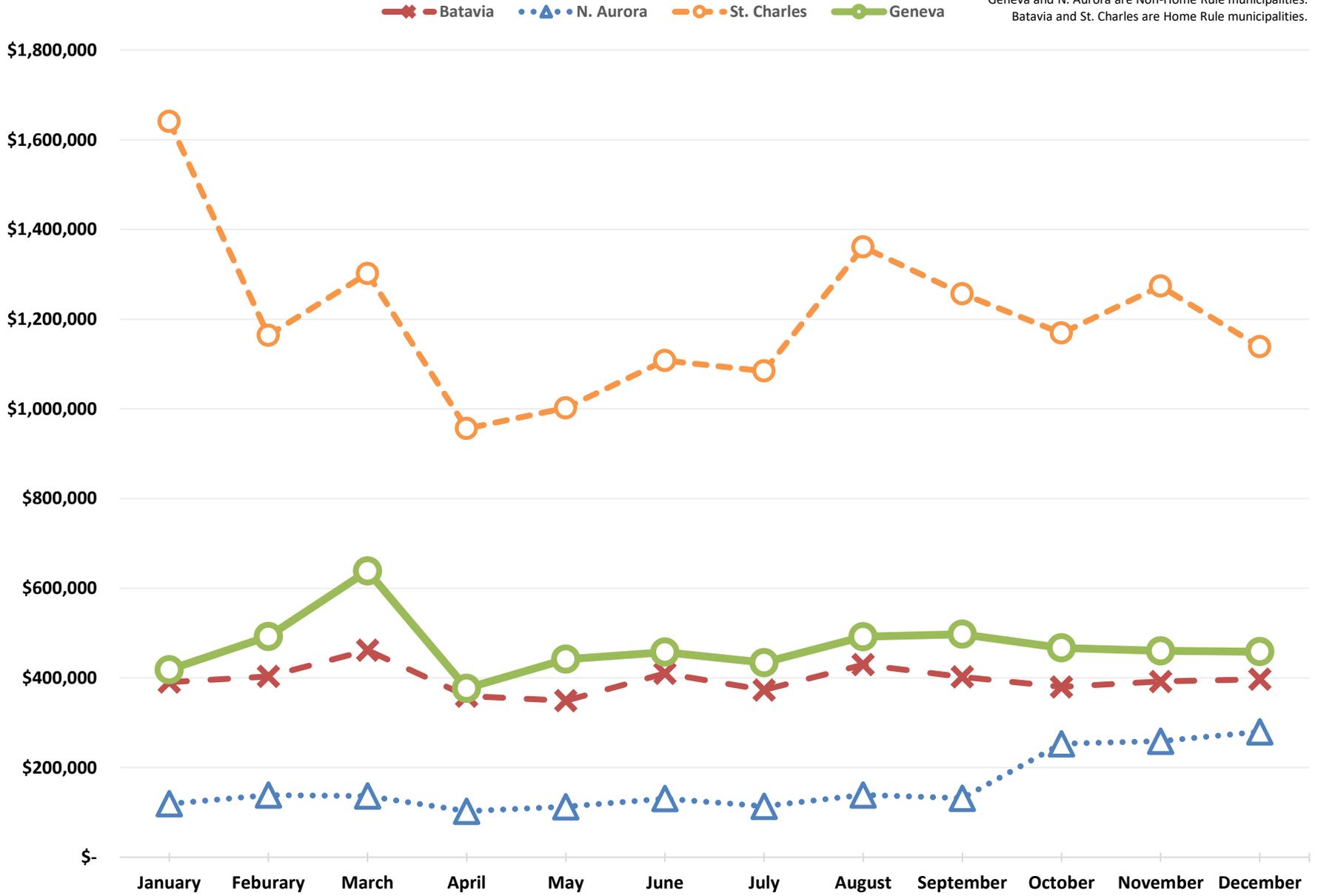
St. Charles Month of Receipt	Sales Tax			Home Rule		
	2023	2024	% +/-	2023	2024	% +/-
January	\$ 1,337,162	\$ 1,979,734	48.05%	\$ 732,102	\$ 1,640,826	124.13%
February	1,327,077	1,462,285	10.19%	731,621	1,163,779	59.07%
March	1,533,985	1,621,291	5.69%	884,170	1,301,647	47.22%
April	1,239,687	1,244,155	0.36%	638,203	956,061	49.81%
May	1,159,099	1,333,227	15.02%	597,974	1,001,917	67.55%
June	1,369,388	1,448,197	5.75%	714,443	1,107,524	55.02%
July	1,404,459	1,408,753	0.31%	736,280	1,084,303	47.27%
August	1,446,732	1,653,160	14.27%	772,924	1,360,794	76.06%
September	1,547,866	1,513,249	-2.24%	830,076	1,256,457	51.37%
October	1,400,897	1,599,637	14.19%	1,086,589	1,168,773	7.56%
November	1,702,842	1,625,869	-4.52%	1,297,487	1,273,577	-1.84%
December	1,443,725	1,451,107	0.51%	1,136,083	1,138,377	0.20%
Total Received Through December	\$ 16,912,918	\$ 18,340,663	\$ 1,427,745	\$10,157,951	\$14,454,036	\$ 4,296,085
Total	16,912,918	18,340,663		10,157,951	14,454,036	

2024 Sales Tax Revenue Comparison



2024 Home/Non-Home Rule Tax Revenue Comparison

Geneva and N. Aurora are Non-Home Rule municipalities.
Batavia and St. Charles are Home Rule municipalities.





Expenditure Summary Report

City of Geneva Expenditures - 12/16/2024	\$ 4,017,471.70
Manual Check(s)	109,027.00
Utility Billing Refund(s)	456.86
Misc. Refund(s)	-
Sales Tax Abatement	-
City of Geneva Payroll	<u>677,833.87</u>
Total Expenditures	<u><u>\$ 4,804,789.43</u></u>



Expenditures by Fund

Fund	Amount	Fund	Amount
General	\$ 1,636,984.08	SSA # 23	\$ 175.00
Motor Fuel Tax	-	SSA # 26	535.00
SPAC	626.67	SSA # 32	-
Beautification	1,202.00	General Capital Projects	538.50
Tourism	17,972.40	Infrastructure Capital Projects	10,000.00
Restricted Police Fines	11,278.80	Prairie Green	1,125.00
PEG	-	TIF # 2	1,062.60
Mental Health	7,320.00	TIF # 3	-
SSA # 1	1,035.43	TIF # 4	-
SSA # 4	2,245.00	Capital Equipment	2,820.94
SSA # 5	1,310.00	Electric	2,076,039.19
SSA # 7	510.00	Water/Wastewater	222,932.18
SSA # 9	210.00	Refuse	
SSA # 11	-	Cemetery	5,295.00
SSA # 16	1,239.00	Commuter Parking	610.70
SSA # 18	225.00	Group Dental Insurance	7,665.80
SSA # 22	-	Workers Compensation	2,682.14
			<u>\$ 4,013,640.43</u>



City of Geneva AP Invoice Report

Invoice Due Date Range 12/16/24 - 12/16/24
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1109 - Air One Equipment Inc									
214242	Coveralls	Edit		11/26/2024	12/16/2024	12/18/2024	12/02/2024		111.00
			Vendor 1109 - Air One Equipment Inc Totals			Invoices	1		\$111.00
Vendor 3490 - Albat Program									
5612703786577286	Apprentice Training Access	Edit		11/14/2024	12/16/2024	12/18/2024	12/04/2024		138.60
			Vendor 3490 - Albat Program Totals			Invoices	1		\$138.60
Vendor 1120 - All American Flag Company									
7598	Flags for WWTP	Edit		11/22/2024	12/16/2024	12/18/2024	12/05/2024		406.00
			Vendor 1120 - All American Flag Company Totals			Invoices	1		\$406.00
Vendor 4939 - All Around Pumping Service Inc									
33944	Service to Kautz Rd Lift Station	Edit		11/27/2024	12/16/2024	12/18/2024	12/05/2024		3,125.00
			Vendor 4939 - All Around Pumping Service Inc Totals			Invoices	1		\$3,125.00
Vendor 1597 - Amazon									
19GT-Q7JK-9R9N	Credit Memo	Edit		11/27/2024	12/16/2024	12/18/2024	12/03/2024		(19.99)
139W-JYGF-6MYX	Gloves, Ink Pad, Hand Cleaner, Dry Erase Board & Misc Supplies	Edit		12/01/2024	12/16/2024	12/18/2024	12/06/2024		1,084.63
139X-N9XF-66LH	Office Supplies, Clothing & First Aid Kits	Edit		12/01/2024	12/16/2024	12/18/2024	12/05/2024		882.22
1GWQ-46K9-7C7P	Memory Card & Reflective Tape	Edit		12/01/2024	12/16/2024	12/18/2024	12/03/2024		41.35
1MPW-4MFV-GLD3	Credit Memo	Edit		12/01/2024	12/16/2024	12/18/2024	12/06/2024		(31.16)
1THY-VGXJ-9QPK	Batteries, Mouse Pad & Toner Cartridge	Edit		12/01/2024	12/16/2024	12/18/2024	12/03/2024		246.40
			Vendor 1597 - Amazon Totals			Invoices	6		\$2,203.45
Vendor 1092 - American Water Works Association									
SO196934	Annual Regulatory Update	Edit		11/13/2024	12/16/2024	12/18/2024	12/05/2024		75.00
			Vendor 1092 - American Water Works Association Totals			Invoices	1		\$75.00
Vendor 5922 - Anderson Animal Shelter									
12102024	GMHB Grant Funding	Edit		12/10/2024	12/16/2024	12/18/2024	12/10/2024		4,245.00
			Vendor 5922 - Anderson Animal Shelter Totals			Invoices	1		\$4,245.00
Vendor 1831 - Apple									
170874012912	iCloud Storage	Edit		11/11/2024	12/16/2024	12/18/2024	12/04/2024		.99
			Vendor 1831 - Apple Totals			Invoices	1		\$0.99
Vendor 1015 - Artlip & Sons									
213028	Furnace Service	Edit		11/21/2024	12/16/2024	12/18/2024	12/05/2024		1,174.21
			Vendor 1015 - Artlip & Sons Totals			Invoices	1		\$1,174.21
Vendor 3162 - Associated Technical Services Ltd									
39412	Water Leak Service	Edit		11/25/2024	12/16/2024	12/18/2024	12/02/2024		1,800.00
			Vendor 3162 - Associated Technical Services Ltd Totals			Invoices	1		\$1,800.00
Vendor 1813 - Aurelios of Geneva									
CtkxL9KKR7dx	Student Govt Day Luncheon	Edit		11/14/2024	12/16/2024	12/18/2024	12/10/2024		512.10
			Vendor 1813 - Aurelios of Geneva Totals			Invoices	1		\$512.10
Vendor 5925 - Aurora Area Convention & Visitors Bureau									



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Nov2024	Collections - November 2024	Edit		11/30/2024	12/16/2024	12/18/2024	12/11/2024		16,208.00
	Vendor		5925 - Aurora Area Convention & Visitors Bureau	Totals		Invoices	1		\$16,208.00
Vendor 3874 - Auto-Wares Group									
479-487602	Cabin Air, Air & Oil Filters	Edit		10/29/2024	12/16/2024	12/18/2024	12/11/2024		22.03
479-487672	Air Filter	Edit		10/30/2024	12/16/2024	12/18/2024	12/11/2024		17.61
479-487673	Air & Oil Filters	Edit		10/30/2024	12/16/2024	12/18/2024	12/11/2024		33.02
479-487677	Fuel & Oil Filters	Edit		10/30/2024	12/16/2024	12/18/2024	12/11/2024		27.44
479-487678	Oil Filter	Edit		10/30/2024	12/16/2024	12/18/2024	12/11/2024		12.50
479-487715	Oil Filter	Edit		10/31/2024	12/16/2024	12/18/2024	12/11/2024		16.50
479-487819	Brake Kits	Edit		11/04/2024	12/16/2024	12/18/2024	12/11/2024		451.98
479-487827	Oil Filter	Edit		11/04/2024	12/16/2024	12/18/2024	12/11/2024		12.75
479-487828	Fuel & Oil Filters	Edit		11/04/2024	12/16/2024	12/18/2024	12/11/2024		33.75
479-487855	Seal	Edit		11/04/2024	12/16/2024	12/18/2024	12/11/2024		13.48
479-487889	Cabin Air, Air & Oil Filters	Edit		11/05/2024	12/16/2024	12/18/2024	12/11/2024		22.03
479-487928	Tire Sealant	Edit		11/06/2024	12/16/2024	12/18/2024	12/11/2024		19.78
479-487929	Tire Sealant	Edit		11/06/2024	12/16/2024	12/18/2024	12/11/2024		16.49
479-487946	Cabin Air, Air & Oil Filters	Edit		11/06/2024	12/16/2024	12/18/2024	12/11/2024		22.03
479-487948	Oxygen Sensor	Edit		11/06/2024	12/16/2024	12/18/2024	12/11/2024		53.99
479-487961	Alternator	Edit		11/06/2024	12/16/2024	12/18/2024	12/11/2024		142.96
479-488009	Cabin Air, Air & Oil Filters	Edit		11/07/2024	12/16/2024	12/18/2024	12/11/2024		27.50
479-488033	Wiper Blades	Edit		11/08/2024	12/16/2024	12/18/2024	12/11/2024		17.38
479-488124	Brake Pads	Edit		11/11/2024	12/16/2024	12/18/2024	12/11/2024		76.11
479-488125	Brake Caliper	Edit		11/11/2024	12/16/2024	12/18/2024	12/11/2024		128.87
479-488235	Fuel Tank Cap	Edit		11/13/2024	12/16/2024	12/18/2024	12/11/2024		12.79
479-488301	Sensor & Spark Plugs	Edit		11/14/2024	12/16/2024	12/18/2024	12/11/2024		145.13
479-488308	Oil Filter	Edit		11/14/2024	12/16/2024	12/18/2024	12/11/2024		33.80
479-488310	Cabin Air, Air & Oil Filters	Edit		11/14/2024	12/16/2024	12/18/2024	12/11/2024		46.22
479-488341	Credit Memo	Edit		11/15/2024	12/16/2024	12/18/2024	12/11/2024		(155.46)
479-488567	Wiper Blades	Edit		11/21/2024	12/16/2024	12/18/2024	12/11/2024		17.38
479-488603	Cabin Air, Air & Oil Filters	Edit		11/21/2024	12/16/2024	12/18/2024	12/11/2024		20.92
479-488623	Air & Oil Filters	Edit		11/22/2024	12/16/2024	12/18/2024	12/11/2024		33.02
479-488641	Brake Pads	Edit		11/22/2024	12/16/2024	12/18/2024	12/11/2024		344.77
479-488651	Wiper Blades	Edit		11/22/2024	12/16/2024	12/18/2024	12/11/2024		17.38
479-488696	Cabin Air, Air & Oil Filters	Edit		11/25/2024	12/16/2024	12/18/2024	12/11/2024		46.22
479-488697	Cabin Air, Air & Oil Filters	Edit		11/25/2024	12/16/2024	12/18/2024	12/11/2024		65.61
479-488698	Air, Fuel & Oil Filters	Edit		11/25/2024	12/16/2024	12/18/2024	12/11/2024		205.73
479-488701	Air, Fuel & Oil Filters	Edit		11/25/2024	12/16/2024	12/18/2024	12/11/2024		60.05
479-488702	Repair Kit	Edit		11/25/2024	12/16/2024	12/18/2024	12/11/2024		14.19
479-488738	Wiper Blades	Edit		11/25/2024	12/16/2024	12/18/2024	12/11/2024		17.38
479-488776	V- Belt	Edit		11/26/2024	12/16/2024	12/18/2024	12/11/2024		49.96
478-602709	Fuel Cap	Edit		11/27/2024	12/16/2024	12/18/2024	12/02/2024		7.49
479-488951	Cabin Air, Air & Oil Filters	Edit		12/03/2024	12/16/2024	12/18/2024	12/11/2024		24.23



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479-488952	Cabin Air, Air & Oil Filters	Edit		12/03/2024	12/16/2024	12/18/2024	12/11/2024		46.22
479-489006	Wiper Blades	Edit		12/04/2024	12/16/2024	12/18/2024	12/11/2024		17.38
479-489008	Lift Support	Edit		12/04/2024	12/16/2024	12/18/2024	12/11/2024		4.20
479-489010	Cabin Air, Air & Oil Filters	Edit		12/04/2024	12/16/2024	12/18/2024	12/11/2024		29.72
479-489041	Wiper Blades	Edit		12/04/2024	12/16/2024	12/18/2024	12/11/2024		17.38
479-489094	Cabin Air, Air & Oil Filters	Edit		12/05/2024	12/16/2024	12/18/2024	12/11/2024		20.92
479-489122	LED Strobe	Edit		12/05/2024	12/16/2024	12/18/2024	12/11/2024		59.67
Vendor 3874 - Auto-Wares Group Totals							Invoices	46	\$2,370.50
Vendor 3224 - Richard Babica									
1348068	Training Reimbursement	Edit		12/05/2024	12/16/2024	12/18/2024	12/06/2024		54.75
Vendor 3224 - Richard Babica Totals							Invoices	1	\$54.75
Vendor 1009 - Barco Products Company									
INVRC030497	Hunter Shodeen Memorial Plaque	Edit		12/05/2024	12/16/2024	12/18/2024	12/09/2024		319.21
Vendor 1009 - Barco Products Company Totals							Invoices	1	\$319.21
Vendor 3405 - Baxter & Woodman Inc									
0265687	Industrial User Survey	Edit		11/15/2024	12/16/2024	12/18/2024	12/03/2024		1,835.00
0266526	Anaerobic Digester Rehab	Edit		11/27/2024	12/16/2024	12/18/2024	12/02/2024		21,823.56
Vendor 3405 - Baxter & Woodman Inc Totals							Invoices	2	\$23,658.56
Vendor 5926 - Beef Shack - St Charles									
000405	City-Wide Chili Cook Off Event	Edit		11/18/2024	12/16/2024	12/18/2024	12/11/2024		420.00
Vendor 5926 - Beef Shack - St Charles Totals							Invoices	1	\$420.00
Vendor 5532 - Anna Benson									
017AB	Transcription Services	Edit		12/01/2024	12/16/2024	12/18/2024	12/02/2024		270.00
Vendor 5532 - Anna Benson Totals							Invoices	1	\$270.00
Vendor 5780 - Black Box Customs									
VDQ54LHHM	Weapon Accessory	Edit		11/25/2024	12/16/2024	12/18/2024	12/05/2024		70.52
Vendor 5780 - Black Box Customs Totals							Invoices	1	\$70.52
Vendor 2311 - Bound Tree Medical LLC									
66072698	EMS Supplies	Edit		11/04/2024	12/16/2024	12/18/2024	12/04/2024		4.68
Vendor 2311 - Bound Tree Medical LLC Totals							Invoices	1	\$4.68
Vendor 5327 - Brad Manning Ford Inc									
269717	Cover for Vehicle 7046	Edit		11/22/2024	12/16/2024	12/18/2024	12/06/2024		74.32
270063	Sensor for Vehicle 7054	Edit		11/26/2024	12/16/2024	12/18/2024	12/04/2024		161.58
270873	Cover for Vehicle 7056	Edit		12/04/2024	12/16/2024	12/18/2024	12/06/2024		68.38
Vendor 5327 - Brad Manning Ford Inc Totals							Invoices	3	\$304.28
Vendor 5208 - Jacqueline Buffington									
121124	WC Claim	Edit		12/11/2024	12/16/2024	12/13/2024	12/11/2024		2,682.14
Vendor 5208 - Jacqueline Buffington Totals							Invoices	1	\$2,682.14
Vendor 2514 - Kevin Burns									
1292024	Reimbursement - Mileage & Meals	Edit		12/09/2024	12/16/2024	12/18/2024	12/09/2024		321.56
Vendor 2514 - Kevin Burns Totals							Invoices	1	\$321.56
Vendor 4105 - Canva.com									



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04326-68712928	Graphic Design Tool Subscription	Edit		11/05/2024	12/16/2024	12/18/2024	11/27/2024		119.40
			Vendor 4105 - Canva.com Totals			Invoices	1		\$119.40
Vendor 1538 - Center for Public Safety Excellence Inc									
05-19297	Training Class	Edit		08/19/2024	12/16/2024	12/18/2024	12/02/2024		1,950.00
			Vendor 1538 - Center for Public Safety Excellence Inc Totals			Invoices	1		\$1,950.00
Vendor 5805 - Checkr Inc									
1473338-1	Pre-Employment Drug Screen & Physical	Edit		10/31/2024	12/16/2024	12/18/2024	12/09/2024		84.49
			Vendor 5805 - Checkr Inc Totals			Invoices	1		\$84.49
Vendor 5039 - Cisco Systems Inc									
161-02088641	Webex Subscription	Edit		11/01/2024	12/16/2024	12/18/2024	12/04/2024		15.00
			Vendor 5039 - Cisco Systems Inc Totals			Invoices	1		\$15.00
Vendor 1304 - City of Geneva									
2024-1654	111 Franklin St	Edit		12/03/2024	12/16/2024	12/08/2024	12/09/2024		202.00
2024-1666	412 Anderson Blvd	Edit		12/06/2024	12/16/2024	12/10/2024	12/11/2024		202.00
			Vendor 1304 - City of Geneva Totals			Invoices	2		\$404.00
Vendor 2169 - City of Geneva Petty Cash - Police									
120424	Petty Cash Replenishment	Edit		12/04/2024	12/16/2024	12/18/2024	12/11/2024		48.94
			Vendor 2169 - City of Geneva Petty Cash - Police Totals			Invoices	1		\$48.94
Vendor 5495 - Colliflower									
02497989	Valve Adapter	Edit		11/22/2024	12/16/2024	12/18/2024	11/27/2024		15.80
02500511	Hose Assembly	Edit		11/26/2024	12/16/2024	12/18/2024	12/03/2024		607.86
02501345	Sealant	Edit		11/27/2024	12/16/2024	12/18/2024	12/05/2024		45.13
			Vendor 5495 - Colliflower Totals			Invoices	3		\$668.79
Vendor 1141 - Comcast Cable									
0450240920/1124	Cable Service	Edit		11/14/2024	12/16/2024	12/18/2024	12/02/2024		63.25
0450011180/1124	Cable Service	Edit		11/24/2024	12/16/2024	12/18/2024	12/05/2024		52.70
			Vendor 1141 - Comcast Cable Totals			Invoices	2		\$115.95
Vendor 1410 - Consolidated Water Solutions									
29709	Cartridge Filters	Edit		11/27/2024	12/16/2024	12/18/2024	12/03/2024		24,240.00
			Vendor 1410 - Consolidated Water Solutions Totals			Invoices	1		\$24,240.00
Vendor 2307 - Constant Contact									
111324	Email Service Subscription	Edit		11/13/2024	12/16/2024	12/18/2024	12/06/2024		697.20
			Vendor 2307 - Constant Contact Totals			Invoices	1		\$697.20
Vendor 4198 - Core & Main LP									
W116563	Water Maintenance Supplies	Edit		12/05/2024	12/16/2024	12/18/2024	12/06/2024		70.00
			Vendor 4198 - Core & Main LP Totals			Invoices	1		\$70.00
Vendor 4748 - Currie Motors									
A9173	2025 Ford Escape	Edit		11/06/2024	12/16/2024	12/18/2024	11/26/2024		37,287.24
			Vendor 4748 - Currie Motors Totals			Invoices	1		\$37,287.24
Vendor 1543 - Customized Energy Solutions LTD									



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1085317	PMJ Auction Revenue Rights - October 2024	Edit		11/22/2024	12/16/2024	10/31/2024	12/02/2024		5,964.00
Vendor 4790 - Dacra Adjudication System		Vendor 1543 - Customized Energy Solutions LTD Totals				Invoices	1		\$5,964.00
DT2024-11-044	Ticketing Software	Edit		11/30/2024	12/16/2024	12/18/2024	12/05/2024		1,719.00
Vendor 1189 - Delta Dental of Illinois		Vendor 4790 - Dacra Adjudication System Totals				Invoices	1		\$1,719.00
111824	Claim Payments 11/14/24 -11/20/24	Edit		11/18/2024	12/16/2024	11/20/2024	12/04/2024		4,472.20
120224	Claim Payments 11/28/24-12/04/24	Edit		12/02/2024	12/16/2024	12/04/2024	12/02/2024		3,193.60
Vendor 1764 - Drydon Equipment Inc		Vendor 1189 - Delta Dental of Illinois Totals				Invoices	2		\$7,665.80
000370610	Digester Gas Safety Parts	Edit		09/05/2024	12/16/2024	12/18/2024	12/06/2024		20,152.19
Vendor 1930 - Ebay		Vendor 1764 - Drydon Equipment Inc Totals				Invoices	1		\$20,152.19
07-12261-90968	Clamp for Vehicle 2045	Edit		10/30/2024	12/16/2024	12/18/2024	12/04/2024		27.00
08-12349-55881	Maintenance Kit for Vehicle 2045	Edit		11/20/2024	12/16/2024	12/18/2024	12/04/2024		179.99
Vendor 5803 - Eco Clean Maintenance Inc		Vendor 1930 - Ebay Totals				Invoices	2		\$206.99
13307	Custodial Services - November 2024	Edit		11/22/2024	12/16/2024	12/18/2024	12/06/2024		7,989.00
Vendor 5110 - Ecolab Inc		Vendor 5803 - Eco Clean Maintenance Inc Totals				Invoices	1		\$7,989.00
6348107562	Janitorial Supplies	Edit		09/20/2024	12/16/2024	12/18/2024	12/02/2024		91.62
Vendor 2048 - Egg Harbor Cafe		Vendor 5110 - Ecolab Inc Totals				Invoices	1		\$91.62
1/110124	Meeting Meal Strategic Planning Workshop	Edit		11/01/2024	12/16/2024	12/18/2024	12/06/2024		289.00
Vendor 3361 - Emergent Safety Supply		Vendor 2048 - Egg Harbor Cafe Totals				Invoices	1		\$289.00
1902810083	Earplugs	Edit		12/04/2024	12/16/2024	12/18/2024	12/04/2024		722.40
Vendor 3629 - Enterprise FM Trust		Vendor 3361 - Emergent Safety Supply Totals				Invoices	1		\$722.40
FBN5210041	Lease Payment - Fleet Vehicles	Edit		12/05/2024	12/16/2024	12/23/2024	12/11/2024		7,168.82
Vendor 5849 - EO Sullivan Consulting		Vendor 3629 - Enterprise FM Trust Totals				Invoices	1		\$7,168.82
11-2024	Engagement Consultant	Edit		11/24/2024	12/16/2024	12/18/2024	12/06/2024		14,000.00
Vendor 5734 - EOC Audio Inc		Vendor 5849 - EO Sullivan Consulting Totals				Invoices	1		\$14,000.00
12026	Door Switches - PW	Edit		11/25/2024	12/16/2024	12/18/2024	12/06/2024		1,615.50
Vendor 4973 - Factory Motor Parts		Vendor 5734 - EOC Audio Inc Totals				Invoices	1		\$1,615.50



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50-5739555	Diesel Exhaust Fluid	Edit		11/22/2024	12/16/2024	12/18/2024	12/04/2024		222.00
Vendor 4973 - Factory Motor Parts				Totals		Invoices		1	\$222.00
Vendor 5299 - Fehr Graham & Associates LLC									
127705	Flow Monitoring & CMOM 24-2025	Edit		11/22/2024	12/16/2024	12/18/2024	12/05/2024		3,950.00
127775	Engineering Service for River Crossing & Screening Building	Edit		11/22/2024	12/16/2024	12/18/2024	12/05/2024		12,610.10
Vendor 5299 - Fehr Graham & Associates LLC				Totals		Invoices		2	\$16,560.10
Vendor 4661 - Firewater Bbq N Brew G									
69102	City-Wide Chili Cook Off Event	Edit		11/20/2024	12/16/2024	12/18/2024	12/11/2024		150.00
Vendor 4661 - Firewater Bbq N Brew G				Totals		Invoices		1	\$150.00
Vendor 1143 - First Environmental Laboratories, Inc.									
187554	Monthly & Weekly NPDES Nutrients Testing	Edit		11/22/2024	12/16/2024	12/18/2024	12/05/2024		426.00
187702	Industrial User Monitoring	Edit		12/02/2024	12/16/2024	12/18/2024	12/05/2024		135.00
Vendor 1143 - First Environmental Laboratories, Inc.				Totals		Invoices		2	\$561.00
Vendor 2422 - First Inspection Services Inc									
1124	Plumbing Inspection Services - November 2024	Edit		12/04/2024	12/16/2024	12/18/2024	12/04/2024		7,324.00
Vendor 2422 - First Inspection Services Inc				Totals		Invoices		1	\$7,324.00
Vendor 5084 - Fisher Farms Master Association									
2024M1166389921	Fisher Farms Management - November 2024	Edit		11/07/2024	12/16/2024	12/18/2024	11/26/2024		1,239.00
Vendor 5084 - Fisher Farms Master Association				Totals		Invoices		1	\$1,239.00
Vendor 1270 - Fisher Scientific									
6967684	WWTP Lab Supplies	Edit		11/18/2024	12/16/2024	12/18/2024	12/02/2024		522.00
6967685	WWTP Chemicals	Edit		11/18/2024	12/16/2024	12/18/2024	12/02/2024		264.06
7041092	WWTP Chemicals	Edit		11/20/2024	12/16/2024	12/18/2024	12/06/2024		1,191.65
Vendor 1270 - Fisher Scientific				Totals		Invoices		3	\$1,977.71
Vendor 1390 - Fleetpride									
120552397	Credit Memo	Edit		10/09/2024	12/16/2024	12/18/2024	12/05/2024		(29.39)
121810236	Air Dryer for Vehicle 2017	Edit		12/02/2024	12/16/2024	12/18/2024	12/05/2024		555.03
121830254	Credit Memo	Edit		12/02/2024	12/16/2024	12/18/2024	12/05/2024		(162.59)
Vendor 1390 - Fleetpride				Totals		Invoices		3	\$363.05
Vendor 4231 - Fresh Donuts									
LIXe	Government Day Breakfast	Edit		11/14/2024	12/16/2024	12/18/2024	11/20/2024		54.50
doVk	Community Engagement Committee Refreshments	Edit		11/16/2024	12/16/2024	12/18/2024	12/11/2024		6.48
Vendor 4231 - Fresh Donuts				Totals		Invoices		2	\$60.98
Vendor 5672 - Fully Promoted of St Charles									
163910320	Jacket - Director of Community Development	Edit		11/26/2024	12/16/2024	12/18/2024	12/05/2024		70.00
Vendor 5672 - Fully Promoted of St Charles				Totals		Invoices		1	\$70.00
Vendor 5927 - Galena Garlic Company									



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
1ABg	City-Wide Chili Cook Off Event	Edit		11/20/2024	12/16/2024	12/18/2024	12/11/2024		24.42
Vendor 5927 - Galena Garlic Company Totals						Invoices	1		\$24.42
Vendor 1055 - Geneva Ace Hardware									
110333/1	Parts for Air Compressor	Edit		11/22/2024	12/16/2024	12/18/2024	12/02/2024		4.38
110343/1	Parts for Air Compressor	Edit		11/22/2024	12/16/2024	12/18/2024	12/02/2024		20.46
110365/1	Driveway Marker	Edit		11/25/2024	12/16/2024	12/18/2024	12/03/2024		7.18
110372/1	Blue Bulbs for City Hall	Edit		11/25/2024	12/16/2024	12/18/2024	12/06/2024		11.98
110375/1	WD40 & Cut Wheel	Edit		11/25/2024	12/16/2024	12/18/2024	12/05/2024		36.97
110377/1	LED Tube Light & Exit Bulb	Edit		11/25/2024	12/16/2024	12/18/2024	12/04/2024		28.97
110388/1	Driveway Markers	Edit		11/26/2024	12/16/2024	12/18/2024	11/27/2024		38.74
110430/1	Liquid Nail & Paint Sample	Edit		12/01/2024	12/16/2024	12/18/2024	12/02/2024		10.58
110432/1	Battery for Key Fob	Edit		12/02/2024	12/16/2024	12/18/2024	12/02/2024		7.59
110439/1	Christmas Greens & Joint Compound	Edit		12/02/2024	12/16/2024	12/18/2024	12/03/2024		23.97
110464/1	Concrete Paint & Paint Rollers	Edit		12/04/2024	12/16/2024	12/18/2024	12/05/2024		65.57
110474/1	Oil & Chain	Edit		12/04/2024	12/16/2024	12/18/2024	12/06/2024		128.95
110495/1	Fuel Stabilizer & Extension Cord	Edit		12/05/2024	12/16/2024	12/18/2024	12/06/2024		77.57
Vendor 1055 - Geneva Ace Hardware Totals						Invoices	13		\$462.91
Vendor 1289 - Geneva Firefighters Pension Plan									
111324	Property Tax Distribution - Final 2024	Edit		12/11/2024	12/16/2024	12/18/2024	12/11/2024		541,928.06
Vendor 1289 - Geneva Firefighters Pension Plan Totals						Invoices	1		\$541,928.06
Vendor 1290 - Geneva Police Pension Plan									
111324	Property Tax Distribution - Final 2024	Edit		12/11/2024	12/16/2024	12/18/2024	12/11/2024		970,649.01
Vendor 1290 - Geneva Police Pension Plan Totals						Invoices	1		\$970,649.01
Vendor 1104 - GFC Leasing									
I00957210	Copier Leasing	Edit		09/26/2024	12/16/2024	12/18/2024	12/11/2024		2,217.33
I00964188	Copier Leasing	Edit		10/26/2024	12/16/2024	12/18/2024	12/11/2024		1,862.45
I00972511	Copier Leasing	Edit		11/26/2024	12/16/2024	12/18/2024	12/11/2024		1,862.45
Vendor 1104 - GFC Leasing Totals						Invoices	3		\$5,942.23
Vendor 1462 - Government Finance Officers Association									
11424	Membership Dues	Edit		11/04/2024	12/16/2024	12/18/2024	12/10/2024		149.00
Vendor 1462 - Government Finance Officers Association Totals						Invoices	1		\$149.00
Vendor 1171 - Hampton Lenzini & Renwick Inc									
000020242979	2024 Geneva Water Distribution Projects - LSLR	Edit		12/03/2024	12/16/2024	12/18/2024	12/05/2024		1,926.25
Vendor 1171 - Hampton Lenzini & Renwick Inc Totals						Invoices	1		\$1,926.25
Vendor 5708 - Anna Happ									
120324	Tuition Reimbursement	Edit		12/04/2024	12/16/2024	12/18/2024	12/04/2024		817.50
Vendor 5708 - Anna Happ Totals						Invoices	1		\$817.50
Vendor 4179 - Harbor Freight Tools									



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0318397	Socket Set, Drive Ratch & Misc Supplies	Edit		11/19/2024	12/16/2024	12/18/2024	12/04/2024		144.64
Vendor 4179 - Harbor Freight Tools Totals									Invoices 1 <u>\$144.64</u>
Vendor 2486 - Harners Bakery & Restaurant									
00000086	Thanksgiving Pies	Edit		11/26/2024	12/16/2024	12/18/2024	12/05/2024		70.46
Vendor 2486 - Harners Bakery & Restaurant Totals									Invoices 1 <u>\$70.46</u>
Vendor 5702 - Haugland Energy Group LLC									
21174.11	Kautz Road Substation	Edit		11/13/2024	12/16/2024	12/18/2024	11/27/2024		4,853.97
Vendor 5702 - Haugland Energy Group LLC Totals									Invoices 1 <u>\$4,853.97</u>
Vendor 3381 - Holmgren Electric Inc									
12375	City Hall Lighting	Edit		11/20/2024	12/16/2024	12/18/2024	12/06/2024		1,260.00
Vendor 3381 - Holmgren Electric Inc Totals									Invoices 1 <u>\$1,260.00</u>
Vendor 1177 - Home Depot Credit Services									
WM86417160	Air Compressor	Edit		10/29/2024	12/16/2024	12/18/2024	12/09/2024		1,349.99
WM87800028	Compressor Lubricant	Edit		11/11/2024	12/16/2024	12/18/2024	12/09/2024		35.45
7012691	Carbon Monoxide Detectors, Roofing Nails & Spring Clip	Edit		11/25/2024	12/16/2024	12/05/2024	11/27/2027		130.69
7012741	Tape & Wallplates	Edit		11/25/2024	12/16/2024	12/05/2024	12/04/2024		92.27
Vendor 1177 - Home Depot Credit Services Totals									Invoices 4 <u>\$1,608.40</u>
Vendor 5627 - Huuso, PLLC									
PD-2024-052	Decontamination Services	Edit		12/02/2024	12/16/2024	12/18/2024	12/05/2024		95.00
Vendor 5627 - Huuso, PLLC Totals									Invoices 1 <u>\$95.00</u>
Vendor 1619 - ILCMA Illinois City County Management Association									
rVzdt6bxuz6	Metro Managers Lunch & Training	Edit		12/09/2024	12/16/2024	12/18/2024	12/09/2024		35.00
Vendor 1619 - ILCMA Illinois City County Management Association Totals									Invoices 1 <u>\$35.00</u>
Vendor 1277 - Illinois Department of Revenue									
101024	September 2024 State Excise Tax Payable	Edit		10/10/2024	12/16/2024	09/30/2024	10/10/2024		51,297.62
120924	November 2024 State Excise Tax Payable	Edit		12/09/2024	12/16/2024	11/30/2024	12/09/2024		62,048.63
Vendor 1277 - Illinois Department of Revenue Totals									Invoices 2 <u>\$113,346.25</u>
Vendor 1960 - Illinois GIS Association									
2640	Membership Renewal	Edit		11/17/2024	12/16/2024	12/18/2024	12/05/2024		100.00
2872	Membership Renewal	Edit		11/17/2024	12/16/2024	12/18/2024	12/05/2024		100.00
Vendor 1960 - Illinois GIS Association Totals									Invoices 2 <u>\$200.00</u>
Vendor 1685 - Illinois Homicide Investigators Association									
2024A-0118	Training Conference	Edit		10/30/2024	12/16/2024	12/18/2024	12/05/2024		690.00
Vendor 1685 - Illinois Homicide Investigators Association Totals									Invoices 1 <u>\$690.00</u>
Vendor 1116 - Illinois Municipal Utilities Association									
24-10017	Safety Training - October 2024	Edit		11/26/2024	12/16/2024	12/18/2024	12/04/2024		500.00
24-11009	Safety Training - November 2024	Edit		11/26/2024	12/16/2024	12/18/2024	12/04/2024		500.00
Vendor 1116 - Illinois Municipal Utilities Association Totals									Invoices 2 <u>\$1,000.00</u>



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Vendor 1309 - Illinois Office of the State Fire Marshal									
5125149200	Conveyance Certificate - Parking Deck	Edit		12/02/2024	12/16/2024	12/18/2024	12/06/2024		75.00
5125149235	Conveyance Certificate - PD	Edit		12/02/2024	12/16/2024	12/18/2024	12/06/2024		75.00
Vendor 1309 - Illinois Office of the State Fire Marshal Totals							Invoices	2	<u>\$150.00</u>
Vendor 1183 - Illinois Public Works Mutual Aid Network									
2762	Membership Dues	Edit		12/03/2024	12/16/2024	12/18/2024	12/04/2024		250.00
Vendor 1183 - Illinois Public Works Mutual Aid Network Totals							Invoices	1	<u>\$250.00</u>
Vendor 2728 - Illinois Tactical Officers Association									
08579	Training	Edit		10/29/2024	12/16/2024	12/18/2024	12/05/2024		300.00
Vendor 2728 - Illinois Tactical Officers Association Totals							Invoices	1	<u>\$300.00</u>
Vendor 1372 - Indiana Municipal Power Agency									
INVP0000001401	Geneva Control Room Service - November 2024	Edit		11/30/2024	12/16/2024	11/30/2024	12/05/2024		17,000.00
Vendor 1372 - Indiana Municipal Power Agency Totals							Invoices	1	<u>\$17,000.00</u>
Vendor 1725 - International Economic Development Council									
111524	Membership Dues	Edit		11/15/2024	12/16/2024	12/18/2024	11/27/2024		385.00
Vendor 1725 - International Economic Development Council Totals							Invoices	1	<u>\$385.00</u>
Vendor 1834 - Jewel Osco									
501132410291457	Meeting Meal Strategic Planning Workshop	Edit		10/29/2024	12/16/2024	12/18/2024	12/06/2024		66.86
600072410300954	Chili Cook Off Supplies	Edit		10/30/2024	12/16/2024	12/18/2024	12/04/2024		30.22
9300772411091139	Training Meal	Edit		11/09/2024	12/16/2024	12/18/2024	12/05/2024		57.47
Vendor 1834 - Jewel Osco Totals							Invoices	3	<u>\$154.55</u>
Vendor 1613 - Jimmy Johns									
100/1124	Emergency Response Meal	Edit		11/04/2024	12/16/2024	12/18/2024	12/04/2024		228.42
Vendor 1613 - Jimmy Johns Totals							Invoices	1	<u>\$228.42</u>
Vendor 5168 - JLD Consulting LLC									
12228	Monthly Retainer - July 2024	Edit		08/29/2024	12/16/2024	12/18/2024	12/06/2024		5,500.00
12229	Monthly Retainer - August 2024	Edit		09/30/2024	12/16/2024	12/18/2024	12/06/2024		5,500.00
12230	Monthly Retainer - September 2024	Edit		10/30/2024	12/16/2024	12/18/2024	12/06/2024		5,500.00
12231	Monthly Retainer - October 2024	Edit		11/22/2024	12/16/2024	12/18/2024	12/06/2024		5,500.00
12232	Monthly Retainer - November 2024	Edit		11/30/2024	12/16/2024	12/18/2024	12/04/2024		5,500.00
12233	Monthly Retainer - December 2024	Edit		12/03/2024	12/16/2024	12/18/2024	12/04/2024		5,500.00
Vendor 5168 - JLD Consulting LLC Totals							Invoices	6	<u>\$33,000.00</u>
Vendor 2113 - Kane County Chiefs of Police Association									
VAXu	Luncheon Meeting	Edit		11/21/2024	12/16/2024	12/18/2024	12/05/2024		50.00
Vendor 2113 - Kane County Chiefs of Police Association Totals							Invoices	1	<u>\$50.00</u>
Vendor 1438 - Kane County Recorder									
625761	Utility Lien	Edit		11/25/2024	12/16/2024	12/18/2024	12/11/2024		80.00



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625904	Recording Fees	Edit		11/26/2024	12/16/2024	12/18/2024	11/18/2024		108.00
626614	Recording Fees	Edit		12/04/2024	12/16/2024	12/18/2024	12/04/2024		211.00
Vendor 1438 - Kane County Recorder Totals						Invoices	3		\$399.00
Vendor 3954 - Brad Koontz									
11252024	Reimbursement for Meals	Edit		11/25/2024	12/16/2024	12/18/2024	12/05/2024		62.69
Vendor 3954 - Brad Koontz Totals						Invoices	1		\$62.69
Vendor 1198 - Level 3 Communications LLC									
716244411	Phone Service	Edit		12/01/2024	12/16/2024	12/18/2024	12/11/2024		1,241.52
Vendor 1198 - Level 3 Communications LLC Totals						Invoices	1		\$1,241.52
Vendor 5836 - LionHeart Critical Power Specialists Inc									
64832	Generator Maintenance - PW	Edit		11/22/2024	12/16/2024	12/18/2024	11/25/2024		650.00
64833	Generator Maintenance - City Hall	Edit		11/22/2024	12/16/2024	12/18/2024	12/06/2024		650.00
64885	Generator Maintenance - Dodson Station	Edit		11/26/2024	12/16/2024	12/18/2024	12/02/2024		614.91
64933	Generator Maintenance - FS # 2	Edit		11/26/2024	12/16/2024	12/18/2024	12/02/2024		625.00
64934	Generator Maintenance - FS # 1	Edit		11/26/2024	12/16/2024	12/18/2024	12/02/2024		725.00
65010	Geneva Maintenance - Well #8	Edit		11/27/2024	12/16/2024	12/18/2024	12/03/2024		800.00
65012	Generator Maintenance - Well #9	Edit		11/27/2024	12/16/2024	12/18/2024	12/03/2024		775.00
65013	Generator Maintenance - Western Lift Station	Edit		11/27/2024	12/16/2024	12/18/2024	12/03/2024		800.00
65051	Generator Maintenance	Edit		11/27/2024	12/16/2024	12/18/2024	12/05/2024		650.00
65187	Generator Maintenance - Geneva Dodson Booster Station	Edit		12/04/2024	12/16/2024	12/18/2024	12/05/2024		628.80
65188	Generator Maintenance - Well #9	Edit		12/04/2024	12/16/2024	12/18/2024	12/05/2024		695.20
Vendor 5836 - LionHeart Critical Power Specialists Inc Totals						Invoices	11		\$7,613.91
Vendor 4972 - Logmein Inc									
361614839	GoToMeeting - Toll Free Monthly Charge	Edit		11/11/2024	12/16/2024	12/18/2024	12/10/2024		5.68
Vendor 4972 - Logmein Inc Totals						Invoices	1		\$5.68
Vendor 5768 - Mark 1 Landscape Inc									
34649	Landscape Maintenance - November 2024	Edit		12/02/2024	12/16/2024	12/18/2024	12/05/2024		21,000.00
Vendor 5768 - Mark 1 Landscape Inc Totals						Invoices	1		\$21,000.00
Vendor 1826 - Meijer									
A01820380A9U60S	Government Day Breakfast	Edit		11/13/2024	12/16/2024	12/18/2024	11/20/2024		60.07
Vendor 1826 - Meijer Totals						Invoices	1		\$60.07
Vendor 1200 - Menards									
39823	Metal Cut Off Wheel	Edit		11/25/2024	12/16/2024	12/18/2024	12/05/2024		23.97
39824	Drillbit, Tarp Straps & Misc Supplies	Edit		11/25/2024	12/16/2024	12/18/2024	12/03/2024		260.10
40211	Male Connector	Edit		12/02/2024	12/16/2024	12/18/2024	12/03/2024		3.76
40225	Coupler, Adapters & Misc Supplies	Edit		12/02/2024	12/16/2024	12/18/2024	12/03/2024		41.73
40272	Coupling & Adapters	Edit		12/03/2024	12/16/2024	12/18/2024	12/04/2024		16.78



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40301	Adapter, PVC Coupling & Primer	Edit		12/03/2024	12/16/2024	12/18/2024	12/04/2024		20.46
40419/1224	Coupler, Adapters & Misc Supplies	Edit		12/05/2024	12/16/2024	12/18/2024	12/06/2024		138.20
40435	Adapter & Elbow	Edit		12/05/2024	12/16/2024	12/18/2024	12/06/2024		6.89
40443	Strap & Elbow	Edit		12/05/2024	12/16/2024	12/18/2024	12/06/2024		7.77
40482	Antislip Aerosol Coating	Edit		12/06/2024	12/16/2024	12/18/2024	12/06/2024		19.96
				Vendor 1200 - Menards Totals		Invoices		10	\$539.62
Vendor 3918 - Metra Mobile - Ventra Customer Service Ctr									
2270	APWA Luncheon	Edit		11/07/2024	12/16/2024	12/18/2024	12/05/2024		54.00
				Vendor 3918 - Metra Mobile - Ventra Customer Service Ctr Totals		Invoices		1	\$54.00
Vendor 5019 - Michels Plumbing Inc									
67447	Lead Service Reimbursement Program - City Side Cost	Edit		05/08/2024	12/16/2024	12/18/2024	11/25/2024		1,800.00
67448	Lead Service Reimbursement Program - City Side Cost	Edit		06/25/2024	12/16/2024	12/18/2024	11/25/2024		2,400.00
67449	Lead Service Reimbursement Program - City Side Cost	Edit		06/25/2024	12/16/2024	12/18/2024	11/25/2024		2,400.00
67546	Lead Service Reimbursement Program - City Side Cost	Edit		11/21/2024	12/16/2024	12/18/2024	11/25/2024		1,000.00
				Vendor 5019 - Michels Plumbing Inc Totals		Invoices		4	\$7,600.00
Vendor 4307 - Milsoft Utility Solutions, Inc									
20246685	DisSPatch Site License - December 2024	Edit		12/01/2024	12/16/2024	12/18/2024	12/05/2024		875.00
				Vendor 4307 - Milsoft Utility Solutions, Inc Totals		Invoices		1	\$875.00
Vendor 4587 - Neri Landscape & Office Maintenance Inc									
14-36481	Landscape Maintenance - 31 & 3rd St	Edit		11/05/2024	12/16/2024	12/18/2024	11/27/2024		465.00
14-36491	Landscape Maintenance - Little Owl	Edit		11/18/2024	12/16/2024	12/18/2024	11/27/2024		737.00
				Vendor 4587 - Neri Landscape & Office Maintenance Inc Totals		Invoices		2	\$1,202.00
Vendor 2888 - NextEra Energy Marketing LLC									
910418	Purchased Power - November 2024	Edit		12/03/2024	12/16/2024	11/30/2024	12/04/2024		122,661.00
				Vendor 2888 - NextEra Energy Marketing LLC Totals		Invoices		1	\$122,661.00
Vendor 1373 - Nicor Gas									
2995659701/1124	Gas Services - 4000 Keslinger Rd	Edit		11/19/2024	12/16/2024	12/18/2024	11/26/2024		1,943.90
2286121000/1124	Gas Services - 1800 South St	Edit		11/20/2024	12/16/2024	12/18/2024	12/04/2024		338.44
5579021000/1124	Gas Services - 620 Logan Ave	Edit		11/20/2024	12/16/2024	12/18/2024	11/27/2024		52.63
4156511000/1124	Gas Services - 602 Crissey Ave	Edit		11/21/2024	12/16/2024	12/18/2024	12/03/2024		189.53
7036511000/1124	Gas Services - 600 Crissey Ave	Edit		11/21/2024	12/16/2024	12/18/2024	12/03/2024		356.61
2263328999/1224	Gas Services - 1717 Averill Rd	Edit		12/03/2024	12/16/2024	12/18/2024	12/05/2024		19,857.06
				Vendor 1373 - Nicor Gas Totals		Invoices		6	\$22,738.17
Vendor 1058 - NIMPA									
1229	Purchased Power - November 2024	Edit		12/03/2024	12/16/2024	11/30/2024	12/04/2024		1,471,370.98



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				Vendor 1058 - NIMPA Totals		Invoices		1	\$1,471,370.98
Vendor 1285 - North East Multi Regional Training Inc									
366146	Training	Edit		11/15/2024	12/16/2024	12/18/2024	12/05/2024		125.00
				Vendor 1285 - North East Multi Regional Training Inc Totals		Invoices		1	\$125.00
Vendor 1620 - Northern Illinois University									
710239	Civic Leadership Academy	Edit		11/11/2024	12/16/2024	12/18/2024	11/27/2024		70.00
				Vendor 1620 - Northern Illinois University Totals		Invoices		1	\$70.00
Vendor 5924 - Northwestern Memorial Foundation									
12102024	GMHB Grant Funding	Edit		12/10/2024	12/16/2024	12/18/2024	12/10/2024		3,075.00
				Vendor 5924 - Northwestern Memorial Foundation Totals		Invoices		1	\$3,075.00
Vendor 1031 - Office Depot									
6444283728600524	Office Supplies	Edit		10/30/2024	12/16/2024	12/18/2024	12/03/2024		23.75
393657812001	Office Supplies	Edit		11/11/2024	12/16/2024	12/18/2024	12/02/2024		62.21
392973730001	Credit Memo	Edit		11/18/2024	12/16/2024	12/18/2024	12/02/2024		(8.19)
394819688001	Office Supplies	Edit		11/22/2024	12/16/2024	12/18/2024	12/02/2024		55.43
				Vendor 1031 - Office Depot Totals		Invoices		4	\$133.20
Vendor 1206 - Osage Inc									
12224	Tree Preservation Review Services - November 2024	Edit		12/02/2024	12/16/2024	12/18/2024	12/04/2024		148.75
				Vendor 1206 - Osage Inc Totals		Invoices		1	\$148.75
Vendor 1054 - Pace Suburban Bus									
GEC0624	Ride in Kane - June 2024	Edit		12/03/2024	12/16/2024	12/18/2024	12/06/2024		1,710.40
				Vendor 1054 - Pace Suburban Bus Totals		Invoices		1	\$1,710.40
Vendor 1256 - Paddock Publications, Inc.									
314136	Bid Notice	Edit		11/20/2024	12/16/2024	12/18/2024	12/06/2024		253.00
314870	TIF 2 Public Hearing Notice	Edit		11/25/2024	12/16/2024	12/18/2024	11/25/2024		1,062.60
				Vendor 1256 - Paddock Publications, Inc. Totals		Invoices		2	\$1,315.60
Vendor 2541 - Pilot # 437									
85217	Fuel	Edit		11/01/2024	12/16/2024	12/18/2024	12/09/2024		40.01
				Vendor 2541 - Pilot # 437 Totals		Invoices		1	\$40.01
Vendor 1380 - PJM Settlement Inc									
2024112011493	Purchased Power 11-01-24/11-20-24	Edit		11/26/2024	12/16/2024	11/29/2024	11/27/2024		26,599.43
2024112711493	Purchased Power 11-01-24/11-27-24	Edit		12/03/2024	12/16/2024	11/30/2024	12/04/2024		22,788.77
2024113011493	Purchased Power 11-01-24/11-30-24	Edit		12/06/2024	12/16/2024	11/30/2024	12/09/2024		148,011.71
2024120411493	Purchased Power 12-01-24/12-04-24	Edit		12/10/2024	12/16/2024	12/12/2024	12/12/2024		16,317.07
				Vendor 1380 - PJM Settlement Inc Totals		Invoices		4	\$213,716.98
Vendor 1209 - Poms Tire Service Inc									
2100015568	Disposal Fee for Vehicle 7054	Edit		11/25/2024	12/16/2024	12/18/2024	12/04/2024		28.00
2100015569	Disposal Fee Vehicle 2016	Edit		11/25/2024	12/16/2024	12/18/2024	12/05/2024		24.00



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640120869	Tires for Vehicle 7000	Edit		11/27/2024	12/16/2024	12/18/2024	12/04/2024		911.50
			Vendor 1209 - Poms Tire Service Inc Totals			Invoices	3		\$963.50
Vendor 1526 - Power Line Supply									
56860695	Meter Phasing Analog w/Case	Edit		11/26/2024	12/16/2024	12/18/2024	12/02/2024		1,575.33
			Vendor 1526 - Power Line Supply Totals			Invoices	1		\$1,575.33
Vendor 1211 - Price Consulting Services Inc									
Nov24-1	Solar Installation & WMRE Negotiations	Edit		11/26/2024	12/16/2024	12/18/2024	12/02/2024		2,887.50
			Vendor 1211 - Price Consulting Services Inc Totals			Invoices	1		\$2,887.50
Vendor 5558 - PSI Services LLC									
8xw7hqsx	Training	Edit		11/12/2024	12/16/2024	12/18/2024	12/05/2024		175.00
			Vendor 5558 - PSI Services LLC Totals			Invoices	1		\$175.00
Vendor 4921 - Quik Impressions Group									
846680	Letterhead & Envelopes	Edit		12/03/2024	12/16/2024	12/18/2024	12/05/2024		1,091.13
			Vendor 4921 - Quik Impressions Group Totals			Invoices	1		\$1,091.13
Vendor 3653 - Ramaker & Associates Inc									
133514	CIMS Cloud Hosting & Technical Support	Edit		12/05/2024	12/16/2024	12/18/2024	12/06/2024		1,200.00
			Vendor 3653 - Ramaker & Associates Inc Totals			Invoices	1		\$1,200.00
Vendor 1040 - Ray OHerron Co Inc									
2378393	Jacket	Edit		11/21/2024	12/16/2024	12/18/2024	12/05/2024		139.44
2379130	Cap	Edit		11/25/2024	12/16/2024	12/18/2024	12/05/2024		34.07
2379487	Clothing	Edit		11/27/2024	12/16/2024	12/18/2024	12/02/2024		90.49
2380069	Uniform Pants	Edit		12/02/2024	12/16/2024	12/18/2024	12/05/2024		122.74
2380518	Uniform Belt	Edit		12/03/2024	12/16/2024	12/18/2024	12/05/2024		29.69
			Vendor 1040 - Ray OHerron Co Inc Totals			Invoices	5		\$416.43
Vendor 1044 - RESCO									
3055731	PVC U Guard	Edit		11/26/2024	12/16/2024	12/18/2024	12/06/2024		595.15
			Vendor 1044 - RESCO Totals			Invoices	1		\$595.15
Vendor 1346 - Resource Management Associates									
24121	Promotional Examination - Police Sergeant	Edit		11/08/2024	12/16/2024	12/18/2024	12/06/2024		1,890.77
			Vendor 1346 - Resource Management Associates Totals			Invoices	1		\$1,890.77
Vendor 1112 - Sams Club Direct									
1825322153535534	Supplies	Edit		10/30/2024	12/16/2024	12/18/2024	12/05/2024		113.33
5595098157276776	Coffee & Supplies	Edit		11/20/2024	12/16/2024	12/18/2024	12/05/2024		126.68
10235645965	Janitorial Supplies	Edit		11/22/2024	12/16/2024	12/18/2024	12/02/2024		265.22
			Vendor 1112 - Sams Club Direct Totals			Invoices	3		\$505.23
Vendor 5918 - See Water Inc									
INV43940	Oil Smart Pump Switch	Edit		11/15/2024	12/16/2024	12/18/2024	12/04/2024		697.18
			Vendor 5918 - See Water Inc Totals			Invoices	1		\$697.18
Vendor 1262 - Shaw Media									



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583272657	Kane County Chronicle Subscription	Edit		11/04/2024	12/16/2024	12/18/2024	12/11/2024		100.00
			Vendor 1262 - Shaw Media Totals			Invoices	1		\$100.00
Vendor 3513 - Sheraton Chicago Ohare									
1000767241	Hotel - Historic Preservation Planner	Edit		08/09/2024	12/16/2024	12/18/2024	12/06/2024		1,108.92
			Vendor 3513 - Sheraton Chicago Ohare Totals			Invoices	1		\$1,108.92
Vendor 1218 - Skyline Tree Service & Landscaping Inc									
16777	Tree Removal	Edit		12/02/2024	12/16/2024	12/18/2024	12/03/2024		10,000.00
			Vendor 1218 - Skyline Tree Service & Landscaping Inc Totals			Invoices	1		\$10,000.00
Vendor 4572 - Solenis LLC									
133473905	Chemicals for WWTP	Edit		11/25/2024	12/16/2024	12/18/2024	12/06/2024		9,049.32
133485351	Chemicals for WWTP	Edit		11/26/2024	12/16/2024	12/18/2024	12/06/2024		7,308.00
			Vendor 4572 - Solenis LLC Totals			Invoices	2		\$16,357.32
Vendor 4289 - Spraying Systems Co									
TH65351	Hose Nozzle & Repair Kit	Edit		11/22/2024	12/16/2024	12/18/2024	12/02/2024		210.24
			Vendor 4289 - Spraying Systems Co Totals			Invoices	1		\$210.24
Vendor 1062 - Standard Insurance Company									
121124	Life Insurance Premium - November 2024	Edit		12/11/2024	12/16/2024	11/13/2024	12/11/2024		3,179.73
			Vendor 1062 - Standard Insurance Company Totals			Invoices	1		\$3,179.73
Vendor 1221 - Staples Advantage									
6016818292	Office Supplies	Edit		11/12/2024	12/16/2024	12/18/2024	12/05/2024		143.78
			Vendor 1221 - Staples Advantage Totals			Invoices	1		\$143.78
Vendor 1640 - State Industrial Products									
903587509	State Cube Program	Edit		12/01/2024	12/16/2024	12/18/2024	12/04/2024		119.02
903588302	Aerosol Spray	Edit		12/02/2024	12/16/2024	12/18/2024	12/04/2024		220.61
			Vendor 1640 - State Industrial Products Totals			Invoices	2		\$339.63
Vendor 5707 - Jake Steinmeier									
120324	Tuition Reimbursement	Edit		12/04/2024	12/16/2024	12/18/2024	12/04/2024		817.50
			Vendor 5707 - Jake Steinmeier Totals			Invoices	1		\$817.50
Vendor 5358 - Stericycle Inc									
8009127115	Document Shredding	Edit		11/30/2024	12/16/2024	12/18/2024	12/05/2024		303.49
			Vendor 5358 - Stericycle Inc Totals			Invoices	1		\$303.49
Vendor 5433 - Steve Martin Electric Inc									
112524	Install Outlets	Edit		11/25/2024	12/16/2024	12/18/2024	12/02/2024		6,275.00
			Vendor 5433 - Steve Martin Electric Inc Totals			Invoices	1		\$6,275.00
Vendor 1486 - Superior Asphalt Materials LLC									
20241874	Asphalt Repairs	Edit		11/26/2024	12/16/2024	12/18/2024	12/05/2024		396.16
20241883	Asphalt Repairs	Edit		11/27/2024	12/16/2024	12/18/2024	12/05/2024		441.60
			Vendor 1486 - Superior Asphalt Materials LLC Totals			Invoices	2		\$837.76
Vendor 5697 - T.Rex Arms Inc									



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1268442	Weapon Accessory	Edit		11/04/2024	12/16/2024	12/18/2024	12/05/2024		34.00
			Vendor 5697 - T.Rex Arms Inc Totals			Invoices	1		\$34.00
Vendor 4857 - Tanknology Inc									
MW2-6309504	Compliance Testing	Edit		10/08/2024	12/16/2024	12/18/2024	12/05/2024		351.00
			Vendor 4857 - Tanknology Inc Totals			Invoices	1		\$351.00
Vendor 1086 - The Blue Line									
47118	Entry-Level PO Advertising	Edit		11/19/2024	12/16/2024	12/18/2024	11/23/2024		348.00
			Vendor 1086 - The Blue Line Totals			Invoices	1		\$348.00
Vendor 3199 - The Ericson Manufacturing Co									
3379781	Plugs & Connectors	Edit		11/21/2024	12/16/2024	12/18/2024	12/02/2024		299.38
			Vendor 3199 - The Ericson Manufacturing Co Totals			Invoices	1		\$299.38
Vendor 1984 - Tim's Construction									
3245	Building Inspection Services - November 2024	Edit		11/29/2024	12/16/2024	12/18/2024	12/04/2024		1,032.00
			Vendor 1984 - Tim's Construction Totals			Invoices	1		\$1,032.00
Vendor 5514 - Tractor Supply Company									
1174160800	Trans Pump Motor	Edit		11/18/2024	12/16/2024	12/18/2024	12/05/2024		1,299.99
			Vendor 5514 - Tractor Supply Company Totals			Invoices	1		\$1,299.99
Vendor 1799 - Traffic Control & Protection LLC									
9812	Signs	Edit		12/02/2024	12/16/2024	12/18/2024	12/03/2024		270.70
9813	Signs	Edit		12/02/2024	12/16/2024	12/18/2024	12/03/2024		141.05
			Vendor 1799 - Traffic Control & Protection LLC Totals			Invoices	2		\$411.75
Vendor 3068 - Transunion Risk And Alternative									
230177-202411-1	Background Checks	Edit		12/01/2024	12/16/2024	12/18/2024	12/05/2024		75.00
			Vendor 3068 - Transunion Risk And Alternative Totals			Invoices	1		\$75.00
Vendor 2004 - Tri City Family Services									
42823-2	EAP Services - 2nd Installment	Edit		04/28/2023	12/16/2024	12/18/2024	12/04/2024		3,705.00
42823-3	EAP Services - 3rd Installment	Edit		04/28/2023	12/16/2024	12/18/2024	12/04/2024		3,705.00
42823-4	EAP Services - 4th Installment	Edit		04/28/2023	12/16/2024	12/18/2024	12/04/2024		3,705.00
			Vendor 2004 - Tri City Family Services Totals			Invoices	3		\$11,115.00
Vendor 1067 - Tri-R Systems Incorporated									
006246	Service Call at Well #13	Edit		11/30/2024	12/16/2024	12/18/2024	12/02/2024		850.00
006247	WWTP Pump Service	Edit		11/30/2024	12/16/2024	12/18/2024	12/02/2024		1,190.00
			Vendor 1067 - Tri-R Systems Incorporated Totals			Invoices	2		\$2,040.00
Vendor 2521 - Trotsky Investigative Polygraph									
GenevaPD24-03	Polygraph	Edit		11/27/2024	12/16/2024	12/18/2024	12/05/2024		195.00
			Vendor 2521 - Trotsky Investigative Polygraph Totals			Invoices	1		\$195.00
Vendor 1076 - Tyler Medical Services									
457564	Price BAT	Edit		11/07/2024	12/16/2024	12/18/2024	11/22/2024		35.00
457721	Price BAT	Edit		11/15/2024	12/16/2024	12/18/2024	11/22/2024		35.00
457782	Pre-Employment Drug Screen & Physical	Edit		11/19/2024	12/16/2024	12/18/2024	11/22/2024		130.00



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457330	DOT Yearly Management Fee	Edit		11/26/2024	12/16/2024	12/18/2024	11/26/2024		375.00	
457417	Onsite Services - Prepaid Hour Services	Edit		11/26/2024	12/16/2024	12/18/2024	11/22/2024		455.00	
457482	Pre-Employment Drug Screen & Physical	Edit		11/26/2024	12/16/2024	12/18/2024	11/26/2024		130.00	
457993	Pre-Employment Drug Screen & Physical	Edit		12/02/2024	12/16/2024	12/18/2024	12/06/2024		130.00	
458030	Random BAT - Price	Edit		12/03/2024	12/16/2024	12/18/2024	12/06/2024		35.00	
Vendor 1076 - Tyler Medical Services Totals								Invoices	8	<u>\$1,325.00</u>
Vendor 4389 - Cathleen Tymoszenko										
12022024	Service Award - 10 Years	Edit		12/02/2024	12/16/2024	12/18/2024	12/10/2024		100.00	
Vendor 4389 - Cathleen Tymoszenko Totals								Invoices	1	<u>\$100.00</u>
Vendor 4375 - Ultra Strobe Communications Inc										
085890	Squad Car Lights & Installation	Edit		12/02/2024	12/16/2024	12/18/2024	12/05/2024		5,639.40	
085891	Squad Car Lights & Installation	Edit		12/02/2024	12/16/2024	12/18/2024	12/05/2024		5,639.40	
Vendor 4375 - Ultra Strobe Communications Inc Totals								Invoices	2	<u>\$11,278.80</u>
Vendor 5823 - Unifirst Corporation										
1320181715	Uniform Rental	Edit		11/27/2024	12/16/2024	12/18/2024	12/02/2024		77.30	
1320183560	Uniform Rental	Edit		12/04/2024	12/16/2024	12/18/2024	12/06/2024		77.30	
Vendor 5823 - Unifirst Corporation Totals								Invoices	2	<u>\$154.60</u>
Vendor 1230 - USA Bluebook										
INV00545591	Supplies for WWTP	Edit		11/18/2024	12/16/2024	12/18/2024	12/05/2024		344.55	
INV00547042	Lab Consumables	Edit		11/19/2024	12/16/2024	12/18/2024	12/05/2024		408.84	
Vendor 1230 - USA Bluebook Totals								Invoices	2	<u>\$753.39</u>
Vendor 1508 - USPS										
8405600009136053	Certified Mail Postage	Edit		11/14/2024	12/16/2024	12/18/2024	12/06/2024		9.68	
Vendor 1508 - USPS Totals								Invoices	1	<u>\$9.68</u>
Vendor 3434 - Bob Vangyseghe										
11262024	Reimbursement- Lunch	Edit		11/26/2024	12/16/2024	12/18/2024	12/03/2024		65.90	
Vendor 3434 - Bob Vangyseghe Totals								Invoices	1	<u>\$65.90</u>
Vendor 4433 - Verizon Connect Fleet USA LLC										
625000057297	Monthly Vehicle Tracking Subscription	Edit		11/01/2024	12/16/2024	11/30/2024	12/09/2024		1,294.35	
Vendor 4433 - Verizon Connect Fleet USA LLC Totals								Invoices	1	<u>\$1,294.35</u>
Vendor 1233 - Verizon Wireless										
9979300924	Wireless Phone - November 2024	Edit		11/21/2024	12/16/2024	11/21/2024	11/27/2024		5,996.08	
Vendor 1233 - Verizon Wireless Totals								Invoices	1	<u>\$5,996.08</u>
Vendor 2454 - Walmart # 5352										
200012459611670	City-Wide Chili Cook Off Event	Edit		11/19/2024	12/16/2024	12/18/2024	12/11/2024		178.27	
Vendor 2454 - Walmart # 5352 Totals								Invoices	1	<u>\$178.27</u>
Vendor 1075 - Warehouse Direct										
5839089-0	Calendars	Edit		12/04/2024	12/16/2024	12/18/2024	12/05/2024		118.72	



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			Vendor 1075 - Warehouse Direct Totals				Invoices	1	\$118.72
Vendor 1088 - Water Products Company of Aurora, Inc.									
0326306	Medallion Assembly, Oil for Hydrant & Supplies	Edit		11/20/2024	12/16/2024	12/18/2024	11/27/2024		1,583.40
0326376	Main Valve	Edit		11/22/2024	12/16/2024	12/18/2024	11/27/2024		693.00
0326438	Hydrant Wrench	Edit		11/27/2024	12/16/2024	12/18/2024	12/03/2024		34.00
0326461	Band Repair Clamps	Edit		12/03/2024	12/16/2024	12/18/2024	12/05/2024		1,012.50
0326489	Band Repair Clamps	Edit		12/03/2024	12/16/2024	12/18/2024	12/05/2024		677.25
0326490	Band Repair Clamps	Edit		12/03/2024	12/16/2024	12/18/2024	12/05/2024		444.86
			Vendor 1088 - Water Products Company of Aurora, Inc. Totals				Invoices	6	\$4,445.01
Vendor 1570 - Welch Bros Inc									
3307830	Boot for Sanitary Line	Edit		12/03/2024	12/16/2024	12/18/2024	12/06/2024		210.00
			Vendor 1570 - Welch Bros Inc Totals				Invoices	1	\$210.00
Vendor 1051 - Wesco Receivables Corp									
847754	UG Cable Replacement Material 24-25	Edit		11/19/2024	12/16/2024	12/18/2024	12/06/2024		197.52
860142	FuseLinks	Edit		11/25/2024	12/16/2024	12/18/2024	12/06/2024		567.00
864679	Burndy Patriot 15 Ton Press Replacement Parts	Edit		11/27/2024	12/16/2024	12/18/2024	12/06/2024		33.73
864680	Manual Hypress	Edit		11/27/2024	12/16/2024	12/18/2024	12/06/2024		378.00
			Vendor 1051 - Wesco Receivables Corp Totals				Invoices	4	\$1,176.25
Vendor 1093 - West Side Exchange									
N56774	Credit Memo	Edit		08/12/2024	12/16/2024	12/18/2024	12/05/2024		(100.00)
N61263	Parts for 2091	Edit		11/21/2024	12/16/2024	12/18/2024	11/26/2024		782.94
B07392	Bracket	Edit		11/25/2024	12/16/2024	12/18/2024	12/05/2024		2,160.00
			Vendor 1093 - West Side Exchange Totals				Invoices	3	\$2,842.94
Vendor 5629 - Laurel K Wintersteen									
12062024	Crossing Guard 12/02/2024-12/06/2024	Edit		12/06/2024	12/16/2024	12/18/2024	12/05/2024		225.00
			Vendor 5629 - Laurel K Wintersteen Totals				Invoices	1	\$225.00
Vendor 1237 - WM Renewable Energy Controller									
120124	Purchased Power - November 2024	Edit		12/01/2024	12/16/2024	11/30/2024	12/04/2024		83,473.04
			Vendor 1237 - WM Renewable Energy Controller Totals				Invoices	1	\$83,473.04
Vendor 1035 - WW Grainger Inc									
9316066209	Supplies for WTP	Edit		11/14/2024	12/16/2024	12/18/2024	11/25/2024		553.92
9320197578	Paper Towels & Wire Connectors	Edit		11/19/2024	12/16/2024	12/18/2024	12/02/2024		118.43
9320359780	Fire Extinguisher	Edit		11/19/2024	12/16/2024	12/18/2024	12/05/2024		69.92
9320927289	Replacement Eye Wash Bottles	Edit		11/19/2024	12/16/2024	12/18/2024	12/06/2024		164.64
9331299876	LED Bulbs	Edit		12/02/2024	12/16/2024	12/18/2024	12/05/2024		232.75
			Vendor 1035 - WW Grainger Inc Totals				Invoices	5	\$1,139.66
Vendor 3 Brothers Express Inc									
120924	Hearing Deposit Refund	Edit		12/09/2024	12/16/2024	12/18/2024	12/09/2024		2,844.00



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			Vendor 3 Brothers Express Inc Totals			Invoices	1		\$2,844.00
Vendor Gary Garrison 67663	Lead Line Replacement	Edit		11/21/2024	12/16/2024	12/18/2024	12/03/2024		5,900.00
			Vendor Gary Garrison Totals			Invoices	1		\$5,900.00
Vendor Ian Gemmell 245915885	Lateral Lining	Edit		09/27/2024	12/16/2024	12/18/2024	12/05/2024		10,000.00
			Vendor Ian Gemmell Totals			Invoices	1		\$10,000.00
Vendor General Mills 112724	Storm Water Deposit Refund	Edit		11/27/2024	12/16/2024	12/18/2024	11/27/2024		2,432.50
			Vendor General Mills Totals			Invoices	1		\$2,432.50
Vendor John J Laureto III 121124	Hearing Deposit Refund	Edit		12/11/2024	12/16/2024	12/18/2024	12/11/2024		219.24
			Vendor John J Laureto III Totals			Invoices	1		\$219.24
Vendor Brian McCann 348818	Lateral Lining	Edit		11/12/2024	12/16/2024	12/18/2024	12/06/2024		10,000.00
			Vendor Brian McCann Totals			Invoices	1		\$10,000.00
Vendor Israel Mejia 1292024	Deposit Refund	Edit		12/09/2024	12/16/2024	12/18/2024	12/09/2024		49.19
			Vendor Israel Mejia Totals			Invoices	1		\$49.19
Vendor Dale Sporrer 67676	Lead Line Replacement	Edit		11/25/2024	12/16/2024	12/18/2024	12/03/2024		5,600.00
			Vendor Dale Sporrer Totals			Invoices	1		\$5,600.00
			Grand Totals			Invoices	339		\$4,017,471.70

City of Geneva
Payment Batch Register

Bank Account: 06 - Accounts Payable

Batch Date: 12/04/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 06 - Accounts Payable					
Check	12/04/2024	164908 Accounts Payable	Illinois Secretary of State		9.00
	Invoice	Date	Description	Check Sort Code	Amount
	12424	12/04/2024	Plate Replacement for Vehicle -1249		9.00
Check	12/04/2024	164909 Accounts Payable	Illinois Secretary of State		9.00
	Invoice	Date	Description	Check Sort Code	Amount
	120424	12/04/2024	Plate Replacement for Vehicle -5717		9.00
Check	12/04/2024	164910 Accounts Payable	Illinois Secretary of State		9.00
	Invoice	Date	Description	Check Sort Code	Amount
	12042024	12/04/2024	Plate Replacement for Vehicle -5716		9.00
Check	12/04/2024	164911 Accounts Payable	Kane County Government		109,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	2024ED07	11/27/2024	1LF0112		109,000.00
06 Accounts Payable Totals:			Transactions: 4		\$109,027.00
	Checks:	4	\$109,027.00		

City of Geneva
Payment Batch Register

82

Bank Account: 06 - Accounts Payable

Batch Date: 11/26/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 06 - Accounts Payable						
Check	11/26/2024	164823	Utility Management Refund	Prologis		401.56
			Account Type	Account Number	Transaction Date	Transaction Type
06 Accounts Payable Totals:				Transactions: 1		\$401.56
	Checks:	1		\$401.56		

City of Geneva
Payment Batch Register

Bank Account: 06 - Accounts Payable

Batch Date: 12/03/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 06 - Accounts Payable						
Check	12/03/2024	164907	Utility Management Refund	Zurbruggen , Doug		55.30
			Account Type	Account Number	Transaction Date	Transaction Type
			Residential	0485000240-005	12/03/2024	Refund
06 Accounts Payable Totals:				Transactions: 1		\$55.30
	Checks:	1		\$55.30		



**Payroll Summary Report
11/27/2024**

Net Pay	\$	625,478.85
FICA/Medicare Contributions		30,400.09
IMRF Contributions		21,954.93
Dental/Health Premiums		-
Total Payroll Expenditures	\$	<u>677,833.87</u>



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	2024 Tax Levy		
Presenter & Title:	Rita Kruse, Finance Director		
Date:	December 16, 2024		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: N/A			
Estimated Cost: \$ N/A	Budgeted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
Estimate of the City of Geneva Tax Levy for 2024 based on the Assessor Estimated EAV, the current year's CPI (3.4%) plus the estimated value of new growth (12.52%) within the City.			
Attachments: (please list)			
<ul style="list-style-type: none"> • Ordinance 2024-57 Annual Tax Levy Ordinance • Exhibit A the budgetary use of the tax levy • Ordinance 2024-58 through 2024-68 Special Service Area Ordinances • Police Pension Fund Municipal Compliance Report • Fire Pension Fund Municipal Compliance Report 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (Mayor & City Council)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: (how the item should be listed on agenda)			
Recommend approval of Ordinances 2024-57 through 2024-68 for the 2024 property tax levies.			

ORDINANCE NO. 2024-57

ANNUAL TAX LEVY ORDINANCE

WHEREAS, the Mayor and City Council of the City of Geneva, in the County of Kane and State of Illinois, did on the 5th day of February, 2024, pass the Annual Budget for said City of Geneva, a copy of said Budget which is attached as Exhibit A, and was approved by the Mayor of said City on February 5, 2024, the amount of which is ascertained to be the aggregate sum of One Hundred \$138,644,390 including Special Service Area Numbers One, Four, Five, Seven, Nine, Eleven, Sixteen, Eighteen, Twenty-Three, Twenty-Six and Thirty-Two.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GENEVA:

Section 1: That there be and is hereby levied upon all taxable property within the Corporate Limits of said City of Geneva, Kane County, Illinois, subject to taxation for the year \$6,659,577 for the specific purposes mentioned in said Budget Ordinance which is incorporated herein by reference.

Amount of total taxes to be levied:

Levy	Reference	Amount
General Corporate	65 ILCS 5/8-3-1	\$ 203,820
Police Protection	65 ILCS 5/11-1-3	891,000
Police Pension Fund	40 ILCS 5/3-125	2,588,344
Fire Protection	65 ILCS 5/11-7-1	835,000
Firefighter's Pension Fund	40 ILCS 5/4-118	1,298,263
Illinois Municipal Retirement Fund	40 ILCS 5-7-171	150,000
Audit	65 ILCS 5/8-8-8	13,000
Workmen's Compensation and Liability Insurance	745 ILCS 10/9-103 and 10/9-107	194,250
Streets and Bridges	65 ILCS 5/11-81-1	204,620
Emergency Services	65 ILCS 5/8-3-16	7,970
Social Security	40 ILCS 5/21-110	1,750
School Crossing Guards	65 ILCS 5/11-80-23	450
Ambulance Service	65 ILCS 5/11-5-7.1	2,780
Firefighter's Pension Fund (PA-0689)	40 ILCS 5/4-118	68,330
Community Mental Health Fund	405 ILCS 20/4	200,000
Total Corporate Levy		\$6,659,577

Section 2: The amounts budgeted and not expressly itemized and carried forward in the Tax Levy Ordinance will be paid out of monies from sources other than the Tax Levy.

Section 3: The Clerk of said City is hereby directed to file with the County Clerk of Kane County a duly certified copy of the Ordinance.

Section 4: This Ordinance shall take effect and be in full force from and after its passage and approval as provided by law.

PASSED by the Mayor and City Council this 16th day of December, 2024.

AYES: NAYS: ABSENT: ABSTAIN: HOLDING OFFICE:11

Mayor

ATTEST:

City Clerk

**EXHIBIT A
2024 TAX LEVY**

REVENUES

Taxes	10,914,545
Licenses	217,525
Permits	440,900
Intergovernmental Revenues	11,924,830
Fines & Forfeits	233,500
Services Fees	627,865
Other Revenues	910,000
Other Financing Sources	0
TOTAL OPERATING REVENUES	25,269,165

<u>EXPENSES</u>	2024-25 Budget Amt	Income From Other Sources	To Be Raised By Taxation
Legislative	195,576		
City Administrator's Office	342,566		
Administrative Services	3,757,242		
Finance	326,198		
Community Development	1,177,765		
Economic Development	1,371,160		
Police	9,446,724		
Fire	6,079,894		
Public Works	2,572,040		
TOTAL OPERATING EXPENSES	25,269,165	18,812,368	6,456,797
Community Mental Health Fund	200,000	-	200,000
BUDGETED FUNDS - 2024 TAX LEVY	25,469,165	18,812,368	6,656,797

SAID AMOUNTS ARE HEREBY LEVIED:

General Corporate	203,820
Police Protection	891,000
Police Pension Fund	2,588,344
Fire Protection	835,000
Firefighter's Pension Fund	1,298,263
Illinois Municipal Retirement Fund	150,000
Audit	13,000
Workmen's Compensation and Liability Insura	194,250
Streets and Bridges	204,620
Emergency Services	7,970
Social Security	1,750
School Crossing Guards	450
Ambulance Service	2,780
Firefighter's Pension Fund (PA-0689)	68,330
TOTAL PROPERTY TAX LEVY	6,459,577

ORDINANCE NO. 2024-58

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE
FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025
IN AND FOR THE CITY OF GENEVA
SPECIAL SERVICE AREA NUMBER ONE**

WHEREAS, the City of Geneva Special Service Area Number One was continued by Ordinance No. 2023-27, AN ORDINANCE ESTABLISHING THE CONTINUATION OF SPECIAL SERVICE AREA NO. 1 IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, adopted December 4, 2023, and effective February 2, 2024 upon its passage approval and publication.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

Section 1: That the total amount of the budget for all purposes of the current fiscal year is \$352,905.

Section 2: That the following sums be and are levied upon the taxable property, as defined in the Revenue Act of 1939, for the fiscal year beginning May 1, 2024, and ending April 30, 2025.

	<u>Budget</u>	<u>Income from Other Sources</u>	<u>To Be Raised By Taxation</u>
Personal Services	\$ 189,868	\$ -	\$ 189,868
Contractual Expense	120,287	89,035	31,252
Commodities	32,750	32,750	-
Capital Outlay	<u>10,000</u>	<u>10,000</u>	<u>-</u>
Total	\$ 352,905	\$ 131,785	\$ 221,120

Section 3: This tax is levied pursuant to Article VII Sections 6A and 6L of the Constitution of the State of Illinois, Public Act 78-901, and Ordinance No. 2023-27.

Section 4: That there is hereby certified to the County Clerk of Kane County, Illinois, the sum of \$221,120 required to be raised by taxation for the current fiscal year and the City Clerk is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Kane County on or before the time required by law.

Section 5: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED by the Mayor and City Council this 16th day of December, 2024.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

ATTEST:

Mayor

City Clerk

ORDINANCE NO. 2024-59

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 IN AND FOR THE CITY OF GENEVA
SPECIAL SERVICE AREA NUMBER FOUR

WHEREAS, the City of Geneva Special Service Area Number Four was created by Ordinance No. 87-62, AN ORDINANCE ESTABLISHING CITY OF GENEVA, KANE COUNTY, ILLINOIS, SPECIAL SERVICE AREA NUMBER FOUR, adopted November 16, 1987, and effective upon passage approval and publication.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

Section 1: That the total amount of the budget, as amended, for all purposes is \$37,500.

Section 2: That the following sums be and are levied upon the taxable property, as defined in the Revenue Act of 1939, for the fiscal year beginning May 1, 2024, and ending April 30, 2025.

	<u>Budget</u>	<u>Income from Other Sources</u>	<u>To Be Raised By Taxation</u>
Contractual Expense \$	37,500	\$ 4,700	\$ 32,800

Section 3: This tax is levied pursuant to Article VII Sections 6A and 6L of the Constitution of the State of Illinois, Public Act 78-901, and Ordinance No. 87-62.

Section 4: That there is hereby certified to the County Clerk of Kane County, Illinois, the sum of \$32,800 required to be raised by taxation for the current fiscal year and the City Clerk is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Kane County on or before the time required by law.

Section 5: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED by the Mayor and City Council this 16th day of December, 2024.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2024-60

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 IN AND FOR THE CITY OF GENEVA

SPECIAL SERVICE AREA NUMBER FIVE

WHEREAS, the City of Geneva Special Service Area Number Five was created by Ordinance No. 89-05, AN ORDINANCE ESTABLISHING CITY OF GENEVA, KANE COUNTY, ILLINOIS, SPECIAL SERVICE AREA NUMBER FIVE, adopted January 16, 1989, and effective upon passage approval and publication.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

Section 1: That the total amount of the budget for all purposes to be collected is \$28,645.

Section 2: That the following sums be and are levied upon the taxable property, as defined in the Revenue Act of 1939, for the fiscal year beginning May 1, 2024, and ending April 30, 2025.

	<u>Budget</u>	<u>Income from Other Sources</u>	<u>To Be Raised By Taxation</u>
Contractual Expense	\$ 28,645	\$ 8,855	\$ 19,790

Section 3: This tax is levied pursuant to Article VII Sections 6A and 6L of the Constitution of the State of Illinois, Public Act 78-901, and Ordinance No. 89-05.

Section 4: That there is hereby certified to the County Clerk of Kane County, Illinois, the sum of \$19,790 required to be raised by taxation for the current fiscal year and the City Clerk is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Kane County on or before the time required by law.

Section 5: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED by the Mayor and City Council this 16th day of December, 2024.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2024-61

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 IN AND FOR THE CITY OF GENEVA

SPECIAL SERVICE AREA NUMBER SEVEN

WHEREAS, the City of Geneva Special Service Area Number Seven was created by Ordinance No. 89-04, AN ORDINANCE ESTABLISHING CITY OF GENEVA, KANE COUNTY, ILLINOIS, SPECIAL SERVICE AREA NUMBER SEVEN, adopted January 16, 1989, and effective upon passage approval and publication.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

Section 1: That the total amount of the budget for all purposes of the current fiscal year is \$17,065.

Section 2: That the following sums be and are levied upon the taxable property, as defined in the Revenue Act of 1939, for the fiscal year beginning May 1, 2024, and ending April 30, 2025.

	<u>Budget</u>	<u>Income from Other Sources</u>	<u>To Be Raised By Taxation</u>
Contractual Expense	\$ 17,065	\$ 4,540	\$ 12,525

Section 3: This tax is levied pursuant to Article VII Sections 6A and 6L of the Constitution of the State of Illinois, Public Act 78-901, and Ordinance No. 89-04.

Section 4: That there is hereby certified to the County Clerk of Kane County, Illinois, the sum of \$12,525 required to be raised by taxation for the current fiscal year and the City Clerk is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Kane County on or before the time required by law.

Section 5: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED by the Mayor and City Council this 16th day of December, 2024.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2024-62

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 IN AND FOR THE CITY OF GENEVA

SPECIAL SERVICE AREA NUMBER NINE

WHEREAS, the City of Geneva Special Service Area Number Nine was created by Ordinance No. 89-03, AN ORDINANCE ESTABLISHING CITY OF GENEVA, KANE COUNTY, ILLINOIS, SPECIAL SERVICE AREA NUMBER NINE, adopted January 16, 1989, and effective upon passage approval and publication.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

Section 1: That the total amount of the budget for all purposes of the current fiscal year is \$7,630.

Section 2: That the following sums be and are levied upon the taxable property, as defined in the Revenue Act of 1939, for the fiscal year beginning May 1, 2024, and ending April 30, 2025.

	<u>Budget</u>	<u>Income from Other Sources</u>	<u>To Be Raised By Taxation</u>
Contractual Expense	\$ 7,630	\$ 635	\$ 6,995

Section 3: This tax is levied pursuant to Article VII Sections 6A and 6L of the Constitution of the State of Illinois, Public Act 78-901, and Ordinance No. 89-03.

Section 4: That there is hereby certified to the County Clerk of Kane County, Illinois, the sum of \$6,995 for required to be raised by taxation for the current fiscal year and the City Clerk is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Kane County on or before the time required by law.

Section 5: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED by the Mayor and City Council this 16th day of December, 2024.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2024-63

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 IN AND FOR THE CITY OF GENEVA

SPECIAL SERVICE AREA NUMBER ELEVEN

WHEREAS, the City of Geneva Special Service Area Number Eleven was created by Ordinance No. 90-24, AN ORDINANCE ESTABLISHING CITY OF GENEVA, KANE COUNTY, ILLINOIS, SPECIAL SERVICE AREA NUMBER ELEVEN – EAGLEBROOK COUNTRY CLUB, adopted June 18, 1990, and effective upon passage approval and publication.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

Section 1: That the total amount of the budget for all purposes is \$109,040.

Section 2: That the following sums be and are levied upon the taxable property, as defined in the Revenue Act of 1939, for the fiscal year beginning May 1, 2024, and ending April 30, 2025.

	<u>Budget</u>	<u>Income from Other Sources</u>	<u>To Be Raised By Taxation</u>
Contractual Expense	\$ 109,040	\$ (620)	\$ 109,660

Section 3: This tax is levied pursuant to Article VII Sections 6A and 6L of the Constitution of the State of Illinois and pursuant to Public Act 78-901 and pursuant to ordinance No. 90-24.

Section 4: That there is hereby certified to the County Clerk of Kane County, Illinois, the sum of \$109,660 for required to be raised by taxation for the current fiscal year and the City Clerk is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Kane County on or before the time required by law.

Section 5: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED by the Mayor and City Council this 16th day of December, 2024.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2024-64

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 IN AND FOR THE CITY OF GENEVA

SPECIAL SERVICE AREA NUMBER SIXTEEN

WHEREAS, the City of Geneva Special Service Area Number Sixteen was created by Ordinance No. 97-37 and 97-39, AN ORDINANCE ESTABLISHING CITY OF GENEVA, KANE COUNTY, ILLINOIS, SPECIAL SERVICE AREA NUMBER SIXTEEN (FISHER FARMS MIXED PLANNED UNIT DEVELOPMENT, adopted July 7, 1997, and effective upon passage approval and publication, and amended April 17, 2000.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

Section 1: That the total amount of the budget for all purposes to be collected from the tax is \$172,795.

Section 2: That the following sums be and are levied upon the taxable property, as defined in the Revenue Act of 1939, for the fiscal year beginning May 1, 2024, and ending April 30, 2025.

	<u>Budget</u>	<u>Income from Other Sources</u>	<u>To Be Raised By Taxation</u>
Contractual Expense	\$ 143,790	\$ -	\$ 143,790
Other Financing Sources	<u>29,005</u>	<u>(2,235)</u>	<u>31,240</u>
Total	\$ 172,795	\$ (2,235)	\$ 175,030

Section 3: This tax is levied pursuant to Article VII Sections 6A and 6L of the Constitution of the State of Illinois, Public Act 78-901, and Ordinance No. 97-37 and 97-39.

Section 4: That there is hereby certified to the County Clerk of Kane County, Illinois, the sum of \$175,030 required to be raised by taxation for the current fiscal year and the City Clerk is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Kane County on or before the time required by law.

Section 5: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED by the Mayor and City Council this 16th day of December, 2024.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

ATTEST:

Mayor

City Clerk

ORDINANCE NO. 2024-65

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 IN AND FOR THE CITY OF GENEVA

SPECIAL SERVICE AREA NUMBER EIGHTEEN

WHEREAS, the City of Geneva Special Service Area Number Eighteen was created by Ordinance No. 96-70, AN ORDINANCE ESTABLISHING CITY OF GENEVA, KANE COUNTY, ILLINOIS, SPECIAL SERVICE AREA NUMBER EIGHTEEN (WILDWOOD SUBDIVISION), adopted November 18, 1996, and effective upon passage approval and publication.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

Section 1: That the total amount of the budget for all purposes to be collected is \$3,745.

Section 2: That the following sums be and are levied upon the taxable property, as defined in the Revenue Act of 1939, for the fiscal year beginning May 1, 2024, and ending April 30, 2025.

	<u>Budget</u>	<u>Income from Other Sources</u>	<u>To Be Raised By Taxation</u>
Contractual Expense	\$ 3,395	\$ -	\$ 3,395
Other Financing Sources	350	85	265
Total	<u>\$ 3,745</u>	<u>\$ 85</u>	<u>\$ 3,660</u>

Section 3: This tax is levied pursuant to Article VII Sections 6A and 6L of the Constitution of the State of Illinois, Public Act 78-901 and Ordinance No. 96-70.

Section 4: That there is hereby certified to the County Clerk of Kane County, Illinois, the sum of \$3,660 required to be raised by taxation for the current fiscal year and the City Clerk is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Kane County on or before the time required by law.

Section 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED by the Mayor and City Council this 16th day of December, 2024.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2024-66

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2024, AND ENDING APRIL 30, 2025 IN AND FOR THE CITY OF GENEVA SPECIAL SERVICE AREA NUMBER TWENTY-THREE

BE IT ORDAINED by the Mayor and City Council of Geneva, Kane County, Illinois as follows:

Section 1: The City of Geneva Special Service Area Number Twenty-Three has been created by ordinance No. 98-27 entitled: “AN ORDINANCE ESTABLISHING, KANE COUNTY, ILLINOIS, SPECIAL SERVICE AREA NUMBER TWENTY-THREE (SUNSET MEADOWS SUBDIVISION UNITS 1, 2, AND 3 STORM WATER DETENTION)” adopted June 15, 1998, and effective upon passage approval and publication.

Section 2: That the total amount of the budget for all purposes to be collected is \$14,235.

Section 3: That the following sums be, and the same hereby are, levied upon the taxable property, as defined in the Revenue Act of 1939, said tax to be levied for the fiscal year beginning May 1, 2024, and ending April 30, 2025.

	<u>Budget</u>	<u>Income from Other Sources</u>	<u>To Be Raised By Taxation</u>
Contractual Expense	\$ 14,235	\$ 11,370	\$ 2,865

Section 4: This tax is levied pursuant to Article VII Sections 6A and 6L of the Constitution of the State of Illinois and pursuant to Public Act 78-901 and pursuant to Ordinance No. 98-27.

Section 5: That there is hereby certified to the County Clerk of Kane County, Illinois, the sum of \$2,865 required to be raised by taxation for the current fiscal year and the City Clerk is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Kane County on or before the time required by law.

Section 6: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED by the City Council this 16th day of December, 2024.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2024-67

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 IN AND FOR THE CITY OF GENEVA

SPECIAL SERVICE AREA NUMBER TWENTY-SIX

WHEREAS, the City of Geneva Special Service Area Number Twenty-Six was created by Ordinance No. 2010-43, AN ORDINANCE ESTABLISHING, KANE COUNTY, ILLINOIS, SPECIAL SERVICE AREA NUMBER TWENTY-SIX WESTHAVEN OF GENEVA PLANNED UNIT DEVELOPMENT-RESIDENTIAL AREA, adopted October 4, 2010, and effective upon passage approval and publication.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

Section 1: That the total amount of the budget for all purposes to be collected is \$25,945.

Section 2: That the following sums be and are levied upon the taxable property, as defined in the Revenue Act of 1939, for the fiscal year beginning May 1, 2024, and ending April 30, 2025.

	<u>Budget</u>	<u>Income from Other Sources</u>	<u>To Be Raised By Taxation</u>
Contractual Expense	\$ 25,945	\$ 16,265	\$ 9,680

Section 3: This tax is levied pursuant to Article VII Sections 6A and 6L of the Constitution of the State of Illinois, Public Act 78-901 and Ordinance No. 2010-43.

Section 4: That there is hereby certified to the County Clerk of Kane County, Illinois, the sum of \$9,680 required to be raised by taxation for the current fiscal year and the City Clerk is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Kane County on or before the time required by law.

Section 5: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED by the Mayor and City Council this 16th day of December, 2024.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2024-68

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 IN AND FOR THE CITY OF GENEVA

SPECIAL SERVICE AREA NUMBER THIRTY-TWO

WHEREAS, the City of Geneva Special Service Area Number Thirty-Two was created by Ordinance No. 2015-23, AN ORDINANCE ESTABLISHING, KANE COUNTY, ILLINOIS, SPECIAL SERVICE AREA NUMBER THIRTY-TWO ON BRENTWOOD’S POND SUBDIVISION (RESIDENTIAL), adopted November 2, 2015, and effective upon passage approval and publication.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

Section 1: That the total amount of the budget for all purposes to be collected is \$3,580.

Section 2: That the following sums be and are levied upon the taxable property, as defined in the Revenue Act of 1939, for the fiscal year beginning May 1, 2024, and ending April 30, 2025.

	<u>Budget</u>	<u>Income from Other Sources</u>	<u>To Be Raised By Taxation</u>
Contractual Expense	\$ 3,300	\$ -	\$ 3,300
Other Financing Sources	280	(125)	405
Total	\$ 3,580	\$ (125)	\$ 3,705

Section 3: This tax is levied pursuant to Article VII Sections 6A and 6L of the Constitution of the State of Illinois, Public Act 78-901 and Ordinance No. 2015-23.

Section 4: That there is hereby certified to the County Clerk of Kane County, Illinois, the sum of \$3,705 required to be raised by taxation for the current fiscal year and the City Clerk is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Kane County on or before the time required by law.

Section 5: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED by the Mayor and City Council this 16th day of December, 2024.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Mayor

ATTEST:

City Clerk

THE CITY OF GENEVA, ILLINOIS POLICE PENSION FUND

PUBLIC ACT 95-0950
MUNICIPAL COMPLIANCE REPORT



FOR THE FISCAL YEAR ENDED
APRIL 30, 2024

20 Police Plz
Geneva, IL 60134
Phone: 630.232.4736
www.geneva.il.us



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 NORTH RIVER RD. • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516
www.lauterbachamen.com

October 9, 2024

Members of the Pension Board of Trustees
Geneva Police Pension Fund
Geneva, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Geneva Police Pension Fund for the fiscal year ended April 30, 2024. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report, please contact your Client Manager or PSA.

Respectfully submitted,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

**THE CITY OF GENEVA, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2024**

The Pension Board certifies to the Board of Trustees of the City of Geneva, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Cash and Investments (including accrued interest)	<u>\$31,543,224</u>	<u>\$28,863,184</u>
Total Net Position	<u>\$31,544,379</u>	<u>\$28,861,311</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions	<u>\$402,700</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$2,208,000</u>
Municipal Contribution	<u>\$2,588,344</u>

- 3) The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations	<u>\$2,858,400</u>
(b) Annual Requirement of the Fund as Determined by:	
Illinois Police Officers' Pension Investment Fund	<u>N/A</u>
Private Actuary - Foster & Foster	
Recommended Municipal Contribution	<u>\$2,588,344</u>
Statutory Municipal Contribution	<u>\$2,192,254</u>

**THE CITY OF GENEVA, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2024**

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year	Preceding Fiscal Year
Net Income Received from Investment of Assets	\$2,689,411	\$99,003
Assumed Investment Return		
Illinois Police Officers' Pension Investment Fund	N/A	6.800%
Private Actuary - Foster & Foster	7.000%	7.000%
Actual Investment Return	8.904%	0.342%

- 5) The total number of active employees who are financially contributing to the fund:

Number of Active Members	37
--------------------------	----

- 6) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	24	\$2,026,810
(ii) Disability Pension	2	\$133,077
(iii) Survivors and Child Benefits	2	\$75,939
Totals	28	\$2,235,826

**THE CITY OF GENEVA, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2024**

7) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Police Officers' Pension Investment Fund	<u>N/A</u>	<u>60.02%</u>
Private Actuary - Foster & Foster	<u>58.08%</u>	<u>60.92%</u>

8) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Police Officers' Pension Investment Fund	<u>N/A</u>
Private Actuary - Foster & Foster	<u>\$23,816,532</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

9) Please see attached Investment/Cash Management policy if applicable

Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL POLICE
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §3-143 of the Illinois Pension Code 40 ILCS 5/3-143, that the preceding report is true and accurate.

Adopted this October day of 16, 2024

President Er. M. Panarelli Date 10-16-24
 Pro Tem
 Secretary [Signature] Date 10/16/24

**THE CITY OF GENEVA, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2024**

INDEX OF ASSUMPTIONS

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended April 30, 2024 and 2023.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended April 30, 2024 and 2023.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended April 30, 2024 plus 5.64% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources:

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended April 30, 2024, times 7% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Recommended Tax Levy Requirement as Reported by Foster & Foster, Actuarial Valuation for the Year Ended April 30, 2024.

- 3) (a) Pay all Pensions and Other Obligations - Total Non-Investment Deductions as Reported in the Audited Financial Statements for the Year Ended April 30, 2024, plus a 25% Increase, Rounded to the Nearest \$100.

(b) Annual Requirement of the Fund as Determined by:

Illinois Police Officers' Pension Investment Fund - No April 30, 2024 Actuarial Valuation available at the time of this report.

Private Actuary - Foster & Foster:

Recommended Amount of Tax Levy as Reported by Foster & Foster in the April 30, 2024 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Foster & Foster in the April 30, 2024 Actuarial Valuation.

**THE CITY OF GENEVA, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2024**

INDEX OF ASSUMPTIONS

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended April 30, 2024 and 2023.

Assumed Investment Return:

Illinois Police Officers' Pension Investment Fund - Preceding Fiscal Year Interest Rate Assumption as Reported in the April 30, 2023 Actuarial Valuation. No April 30, 2024 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended April 30, 2024 and 2023 Actuarial Valuations.

Actual Investment Return -Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning and Ending Balances of the Fiscal Year Cash Investments, Excluding Net Investment Income, Gains, and Losses for the Fiscal Year Return Being calculated, as Reported in the Audited Financial Statements for the Fiscal Years Ended April 30, 2024 and 2023.

- 5) Number of Active Members - Illinois Department of Insurance Annual Statement for April 30, 2024 - Schedule P.
- 6) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for April 30, 2024 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.
- (ii) Disability Pension - Same as above.
- (iii) Survivors and Child Benefits - Same as above.

**THE CITY OF GENEVA, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2024**

INDEX OF ASSUMPTIONS

7) The funded ratio of the fund:

Illinois Police Officers' Pension Investment Fund - Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2023 Actuarial Valuation. No April 30, 2024 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2024 and 2023 Actuarial Valuations.

8) Unfunded Liability:

Illinois Police Officers' Pension Investment Fund - Deferred Asset (Unfunded Accrued Liability) - No April 30, 2024 Actuarial Valuation available at the time of this report.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Foster & Foster in the April 30, 2024 Actuarial Valuation.

THE CITY OF GENEVA, ILLINOIS FIREFIGHTERS' PENSION FUND

PUBLIC ACT 95-0950
MUNICIPAL COMPLIANCE REPORT



FOR THE FISCAL YEAR ENDED
APRIL 30, 2024

200 East Side Drive
Geneva, IL 60134
Phone: 630.232.2530
www.geneva.il.us



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 NORTH RIVER RD. • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516

www.lauterbachamen.com

October 10, 2024

Members of the Pension Board of Trustees
Geneva Firefighters' Pension Fund
Geneva, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Geneva Firefighters' Pension Fund for the fiscal year ended April 30, 2024. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report, please contact your Client Manager or PSA.

Respectfully submitted,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

**THE CITY OF GENEVA, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2024**

The Pension Board certifies to the Board of Trustees of the City of Geneva, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	Current Fiscal Year	Preceding Fiscal Year
Total Cash and Investments (including accrued interest)	\$20,315,646	\$18,280,240
Total Net Position	\$20,318,124	\$18,277,301

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of firefighters' and from other sources:

Estimated Receipts - Employee Contributions	\$223,000
Estimated Receipts - All Other Sources	
Investment Earnings	\$1,422,100
Municipal Contributions	\$1,366,593

- 3) The estimated amount necessary during the fiscal year to meet the annual actuarial requirements of the pension fund as provided in Sections 4-118 and 4-120:

Annual Requirement of the Fund as Determined by:

Firefighters' Pension Investment Fund	N/A
Private Actuary - Foster & Foster	
Recommended Municipal Contributions	\$1,366,593
Statutory Municipal Contributions	\$1,156,409

**THE CITY OF GENEVA, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2024**

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Net Income Received from Investment of Assets	<u>\$1,935,508</u>	<u>\$121,390</u>
Assumed Investment Return		
Firefighters' Pension Investment Fund	<u>N/A</u>	<u>7.125%</u>
Private Actuary - Foster & Foster	<u>7.000%</u>	<u>7.000%</u>
Actual Investment Return	<u>10.030%</u>	<u>0.667%</u>

- 5) The increase in employer pension contributions that results from the implementation of the provisions of P.A. 93-0689:

Firefighters' Pension Investment Fund	<u>N/A</u>
Private Actuary - Foster & Foster	<u>N/A</u>

- 6) The total number of active employees who are financially contributing to the fund:

Number of Active Members	<u>19</u>
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- 7) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	<u>Number of</u>	<u>Total Amount Disbursed</u>
(i) Regular Retirement Pension	<u>14</u>	<u>\$1,034,155</u>
(ii) Disability Pension	<u>0</u>	<u>\$0</u>
(iii) Survivors and Child Benefits	<u>4</u>	<u>\$181,756</u>
Totals	<u>18</u>	<u>\$1,215,911</u>

**THE CITY OF GENEVA, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2024**

8) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Firefighters' Pension Investment Fund	<u>N/A</u>	<u>71.80%</u>
Private Actuary - Foster & Foster	<u>64.33%</u>	<u>67.50%</u>

9) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Firefighters' Pension Investment Fund	<u>N/A</u>
Private Actuary - Foster & Foster	<u>\$11,468,469</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

10) Please see attached Investment/Cash Management policy if applicable

Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL FIREFIGHTERS'
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §4-134 of the Illinois Pension Code 40 ILCS 5/4-134, that the preceding report is true and accurate.

Adopted this 17th day of October, 2024

President  Date 10-17-2024

Secretary  Date 10/17/24

**THE CITY OF GENEVA, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2024**

INDEX OF ASSUMPTIONS

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended April 30, 2024 and 2023.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended April 30, 2024 and 2023.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended April 30, 2024 plus 5.59% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended April 30, 2024, times 7% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Recommended Tax Levy Requirement as Reported by Foster & Foster, Actuarial Valuation for the Year Ended April 30, 2024.

- 3) Annual Requirement of the Fund as Determined by:

Firefighters' Pension Investment Fund - No April 30, 2024 Actuarial Valuation available at the time of this report.

Private Actuary - Foster & Foster:

Recommended Amount of Tax Levy as Reported by Foster & Foster in the April 30, 2024 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Foster & Foster in the April 30, 2024 Actuarial Valuation.

**THE CITY OF GENEVA, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2024**

INDEX OF ASSUMPTIONS

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended April 30, 2024 and 2023.

Assumed Investment Return:

Firefighters' Pension Investment Fund - Preceding Fiscal Year Interest Rate Assumption as Reported in the April 30, 2023 Actuarial Valuation. No April 30, 2024 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended April 30, 2024 and 2023 Actuarial Valuations.

Actual Investment Return -Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning and Ending Balances of the Fiscal Year Cash Investments, Excluding Net Investment Income, Gains, and Losses for the Fiscal Year Return Being calculated, as Reported in the Audited Financial Statements for the Fiscal Years Ended April 30, 2024 and 2023.

- 5) Illinois Department of Insurance - Amount of total suggested tax levy to be excluded from the property tax extension limitation law as contemplated by 35 ILCS 200/18-185.

Private Actuary - No Private Actuarial Valuation amount available at the time of this report.

- 6) Number of Active Members - Illinois Department of Insurance Annual Statement for April 30, 2024 - Schedule P.

- 7) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for April 30, 2024 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.

(ii) Disability Pension - Same as above.

(iii) Survivors and Child Benefits - Same as above.

**THE CITY OF GENEVA, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2024**

INDEX OF ASSUMPTIONS

8) The funded ratio of the fund:

Firefighters' Pension Investment Fund - Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2023 Actuarial Valuation. No April 30, 2024 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2024 and 2023 Actuarial Valuations.

9) Unfunded Liability:

Firefighters' Pension Investment Fund - Deferred Asset (Unfunded Accrued Liability) - No April 30, 2024 Actuarial Valuation available at the time of this report.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Foster & Foster in the April 30, 2024 Actuarial Valuation.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Replacement Trench Rescue Struts		
Presenter & Title:	Michael K. Antenore, Fire Chief		
Date:	December 16, 2024		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS-II			
Estimated Cost: \$ 27,765	Budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>This request is to purchase a set of replacement trench rescue struts. The current technical rescue team trench rescue struts are over 20 years old, have failed and are no longer serviceable. The proposed new struts will allow the technical rescue team to continue to respond to trench rescue emergencies and operate in a safe manner.</p> <p>The purchase is best available technology and will be made from Air One Equipment, Inc. who is the exclusive Paratech Incorporated dealer for this geography.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Air One Equipment, Inc. Quotation #39528 (Exhibit A) • Paratech Incorporated Authorized Dealer Letter dated November 21, 2024 (Exhibit B) 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Recommend approval of Resolution Authorizing the Purchase of Replacement Trench Rescue Struts from Air One Equipment, Inc.			

RESOLUTION NO. 2024-128

**RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT
TRENCH RESCUE STRUTS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the purchase of replacement trench rescue struts (Exhibit A) in an amount not to exceed \$27,765 to be used by the Fire Department.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of December, 2024.

AYES: ____ **NAYS:** ____ **ABSENT:** ____ **ABSTAINING:** ____ **HOLDING OFFICE:** 10

APPROVED by me as Mayor of the City of Geneva, Kane County, Illinois this ____ day of December, 2024.

Mayor

ATTEST:

City Clerk



360 Production Drive
South Elgin, IL 60177
Phone: 847-289-9000
Fax: 847-289-9001
Email: airone@aoe.net

QUOTATION

VALID FOR 30 DAYS.

Date	Quote #
11/21/2024	39528

Sold To
GENEVA FIRE DEPARTMENT 200 EASTSIDE DR GENEVA, IL 60134

Ship To
GENEVA FIRE DEPARTMENT Attn: Andrew Shad 200 EASTSIDE DR GENEVA, IL 60134

PLEASE DO NOT PAY OFF OF THIS QUOTE. A FINAL INVOICE WILL BE SENT ONCE ORDER IS COMPLETE.	Quoted By	P.O. No.	Terms	Salesman
			Net 45	JD

Item	Description	Qty	Cost	Amount
22-796200	Acme Thread Strut 25-36	8	605.00	4,840.00
22-796202	Acme Thread Strut 37-58	4	755.00	3,020.00
22-796012	Strut Extension 12"	6	215.00	1,290.00
22-796024	Strut Extension 24"	6	275.00	1,650.00
22-796060	Swivel Base 6"	24	355.00	8,520.00
22-796070	Rigid Base 6"	4	269.00	1,076.00
22-796295	Spot Shore Rail 18 In (45.7 Cm)	12	305.00	3,660.00
22-796TCK	PARATECH: TRENCH CONTROL KIT	1	3,709.00	3,709.00

Shipping charges are added when invoiced unless otherwise noted. At present, all quoted shipping/lead times are non-binding estimates only.	Subtotal	\$27,765.00
3% PROCESSING FEE FOR CREDIT CARD PAYMENTS OVER \$500	Sales Tax (0.0%)	\$0.00
Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee. Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt.	DO NOT PAY- INVOICE TO FOLLOW	
	Total	\$27,765.00



November 21, 2024

Geneva Fire Department
Attn: D/C Matt Lohse

Deputy Chief Lohse,

I am pleased to inform you that Air One Equipment is the authorized dealer of the Paratech Product Line and product familiarization in the state of Illinois.

Please feel free to refer your product inquiries to Air One Equipment. They are well trained and properly equipped to service your requirements for Paratech products. I am quite proud of our long-standing relationship with Air One Equipment and know they will serve you well before and after the sale.

I appreciate your interest in our fine products and along with Air One Equipment look forward to providing you with the most advanced and highest quality equipment available for today's hazardous rescue operations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hans Frank Normolle". The signature is stylized and written in a cursive-like font.

Hans Frank Normolle
Chief Sales Officer
Paratech, Inc.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Replacement Ballistic Personal Protective Equipment		
Presenter & Title:	Michael K. Antenore, Fire Chief		
Date:	December 16, 2024		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS-II			
Estimated Cost: \$ 32,310	Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>This request is to purchase replacement ballistic personal protection equipment. The original sets of ballistic equipment have reached their end of life and require replacement. The proposed purchase (with the exception of the helmets) will have a 10 year warranty, doubling the life over our current equipment.</p> <p>The equipment being recommended has the best protection level as well as the longest warranty. The purchase will be made from Streicher's, Butler, WI.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Streicher's, quotation # Q361442 (Exhibit A) 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Recommend Approval of Resolution Authorizing the Purchase of Replacement Ballistic Personal Protective Equipment.			

RESOLUTION NO. 2024-129

**RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT
BALLISTIC PERSONAL PROTECTIVE EQUIPMENT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the purchase of replacement ballistic personal protective equipment (Exhibit A) in an amount not to exceed \$32,310 to be used by the Fire Department.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of December, 2024.

AYES: ____ **NAYS:** ____ **ABSENT:** ____ **ABSTAINING:** ____ **HOLDING OFFICE:** 10

APPROVED by me as Mayor of the City of Geneva, Kane County, Illinois this ____ day of December, 2024.

Mayor

ATTEST:

City Clerk

Streicher's - Milwaukee
 4777 N 124th St
 Butler, WI 53007
 Phone: 262-781-2552
 Fax: 262-781-0444



SALES QUOTE

Sales Quote Number: Q361442
 Sales Quote Date: 09/08/24
 Page: 1

Federal ID # 41-1458127

Sell 336242
 To: Geneva Fire District
 200 East Side Driv
 Geneva, IL 60134

Ship
 To: Geneva Fire District
 200 East Side Driv
 Geneva, IL 60134

Phone:
 Fax:

Ship Via
 Terms Credit Card

SalesPerson Josh Marshall
 Phone: 262-781-2552
 E-mail: joshm@streichers.com

Item No.	Description	Unit	Quantity	Unit Price	Total Price
PRT-774MCR2SK.L	Ballistic Helmet: Delta 4 Mid-Cut w/R2S Mesh Black L-XL	EA	19	470.00	8,930.00
BFA-P3.1012SC	Rifle Plate: Star Game Changer, 10x12 Shooters Cut FRONT RIFLE PLATE	EA	38	350.00	13,300.00
STR-MISC	Rifle Plate: Star Game Changer, 6 x 6 SIDE RIFLE PLATE	EA	38	260.00	9,880.00
FRT	Shipping, Handling & Insurance	EA	1	200.00	200.00

Quoted prices do not include Sales Tax. All quoted prices are valid for 60 days from the date of the quote.

Total: 32,310.00

Ballistic Personal Protective Equipment

<u>Supplier</u>	<u>Location</u>	<u>Price</u>	Armor Rating			
			Helmet	Plate (Front/Rear)	Plate (Side)	Soft (Side)
Conway Shield	New Berlin, WI	\$ 21,850	IIIa/HG2 (5)	Level III+/RF2 (10)		Level IIIa/HG2 (5)
RMA Armanent	Centerview, IA	\$ 26,732	IIIa/HG2 (5)	Level III+/RF2 (5)	Level IV/RF3 (10)	
Streicher's	Butler, WI	\$ 32,310	IIIa/HG2 (5)	Level III+/RF2 (10)	Level III+/RF2 (10)	

Note: (X) = Warranty



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Economic Development Incentive Agreement with Fox River Post 75 American Legion		
Presenter & Title:	Cathleen Tymoszenko, Economic Development Director		
Date:	December 16, 2024		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EV-II			
Estimated Cost: \$ 13,200	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The Fox River Post 75 American Legion (American Legion) is the owner of 22 S. Second St. The property is used by the Legion for Post activities and is available to community members to rent. The American Legion has been working to make needed improvements to the building and upgrade the interior to create a more welcoming environment for members and the community. Recent improvements include plumbing, HVAC and site improvements as well as upgrades to bathrooms, kitchen/bar and meeting hall.</p> <p>The windows and the doors on the building are in need of repair/replacement. The kitchen window on the west elevation was replaced through a donation recently and the American Legion can accomplish repair or replacement of the windows on James Street if assisted. Planned improvements are pending Historic Preservation and building permit review and therefore the scope of work may entail repair or replacement subject to determination. In keeping with prior determinations for expenditures of American Rescue Plan Act Funds set aside for Historic Preservation and Adaptive Reuse, we recommend a grant award for \$13,200. This amount is 80% of the estimated cost of the planned improvements, which is less than 20% of the total cash/in-kind investment made into the property in recent years.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution and Economic Development Incentive Agreement 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (Mayor \and City Council)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Approve Resolution Authorizing Economic Development Incentive Agreement between City of Geneva and Fox River Post 75 American Legion for 22 S. Second Street.			

RESOLUTION NO. 2024 - 130

**RESOLUTION AUTHORIZING EXECUTION OF
AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY
AND BETWEEN CITY OF GENEVA AND FOX RIVER POST 75
AMERICAN LEGION FOR 22 S. SECOND STREET, GENEVA IL**

**BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF
GENEVA, KANE COUNTY, ILLINOIS, as follows:**

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, An Economic Development Incentive Agreement by and between City of Geneva and Fox River Post American Legion in the form attached hereto at Exhibit “A”, relating to the historic preservation 22 S. Second Street, Geneva IL.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the Mayor and City Council of the City of Geneva, Kane County, Illinois, this ___ day of _____, 2024

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Mayor

ATTEST:

City Clerk

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

By and Between

CITY OF GENEVA AND FOX RIVER POST 75 AMERICAN LEGION

FOR 22 S. SECOND STREET, GENEVA, IL.

This Agreement is entered into this _____ day of _____, 2024, by the City of Geneva, Kane County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "City" or "corporate authorities"); and Fox River Post 75 American Legion, a not for profit organization (hereinafter collectively referred to as "Owner"). The City and the Owner are collectively referred to as the "Parties."

Pursuant to the provisions of statutes and Government Funds and Plans (as hereinafter defined) and the Illinois Constitution of 1970, and in consideration of the Findings set forth below, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION I. AUTHORITY

The authority for the Parties to enter into this Agreement is:

A. As a non-home rule unit of government the City's authority is expressly limited by Article VII, Section 7 of the Illinois Constitution of 1970, which provides in part that non-home rule units of government shall only have powers granted to them by law.

B. Accordingly, under Illinois law (65 ILCS 5/8-1-2.5) the corporate authorities may enter into an economic incentive agreement relating to the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

C. The Coronavirus State and Local Fiscal Recovery Funds, a part of the federal American Rescue Plan (known as the Government Funds and Plans), delivered funds to local government to support recovery and to ensure that governments have the resources needed to fight

the pandemic, support families and businesses, maintain public service and build a strong, resilient and equitable economy by making investments that support long-term growth and opportunity. In keeping with this goal and the U.S. Department of the Treasury Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule issued in January 2022 and amended in 2023, the City Council of the City of Geneva has determined that a portion of the City of Geneva's American Rescue Plan will be used to support investment in historic downtown Geneva.

SECTION II. FINDINGS

In accordance with the statutory provisions cited above as well as the City Council's intended use of Government Funds and Plans referenced above, the factors of consideration that have resulted in this Agreement are the following:

A. The Owner is the legal owner of certain real property ("Property") located within the boundaries of the City, commonly known as 22 S. Second Street, Geneva, Illinois 60134, and legally described in **Exhibit A**. The Property is improved with one story brick building with basement consisting of approximately 4,174 square feet on the main level and 3,970 in the basement ("Building"). The Building, constructed in is located in an established downtown commercial area is at the primary intersection of Second and James Streets.

B. The Geneva Public Library District donated the property to the Fox River Post 75 American Legion in 1995. Since that time, the property has been fully owner occupied and is used for various Legion activities as well as made available to community members who contract to rent the space for special events and occasions. The property is a space for community building, cultural reflection, and the enduring legacy of both local history and veteran service.

C. The Property is a Contributing property within the local historic district and as a Contributing property in the Central Geneva Historic District, listed in the National Register of Historic Places. The building's connection to the American Legion further underscores its significance. American Legion halls became central to community life, especially after World War I, when they provided veterans with a space for fellowship, support, and social activities. Founded in 1919, the American Legion aimed to serve veterans and their families, promote patriotism, and

advocate for their welfare. These halls were not only places for veterans to gather, but also vital spaces for civic engagement, hosting local meetings, charitable events, and memorials. Over time, American Legion buildings played a crucial role in preserving local history and fostering a sense of shared identity within the community, making them integral to the social fabric of towns like Geneva.

D. The Owner has undertaken a series of improvement projects accomplished partially with donated services and materials. Such improvements include but are not limited to upgrades and repairs to heating and plumbing, bathrooms, kitchen and bar areas, roof, carpentry, flooring and ceiling, the HVAC system, a window and a sign. Such improvements represent a previous cash outlay of \$39,480 and in-kind, donations of \$37,250 as detailed in Exhibit B.

E. The corporate authorities finds that the Property, as it exists on the date of this Agreement, will benefit from continued investment including the repair/replacement of windows. The next phase of planned improvements include repair/replacement of three windows on the James Street elevation. This phase of work is hereafter sometimes referred to as the “Project” as further defined in the Project Budget as set forth in Exhibit B. The Project will improve the character of the property and the neighborhood by enhancing curb appeal and energy efficiencies for the property.

F. The Parties acknowledge that the Project requires municipal reviews and approvals by the City’s Historic Preservation Commission and requires a Building Permit.

G. The Owner of the Project, is seeking economic assistance from the City in order to complete the Project and has demonstrated that without the economic assistance to be given by the City the Project as contemplated by the Project Budget would not be economically viable; and

H. The corporate authorities finds that the OWNER has demonstrated that if the Project expenditures are made, the property will become more viable and an improved asset to the community; and

I. The corporate authorities finds that completing the Project requires assistance from the CITY in order to complete the improvements and it is in the City of Geneva's best interest to enter into this Agreement in order to have the Property modified in accordance with the Project.

J. Pursuant to the 65 ILCS 5/8-11-20, the City Council of the CITY has made the following findings with respect to the Project:

- i. The Project will serve to further the development of adjacent areas.
- ii. Without this Agreement, the Project would not be possible.
- iii. The Project will strengthen the commercial sector of the City.
- iv. This Agreement is made in the best interest of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate the CITY and the OWNER agree as follows:

SECTION III. INCORPORATIONS OF RECITALS. The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

SECTION IV. INTENT. Subject to the Conditions Precedent set forth in Section V below, the CITY is prepared to commit to the incentives under the terms and conditions hereinafter set forth to induce and assist in the Project.

SECTION V. CONDITIONS PRECEDENT

All undertakings on the part of the CITY pursuant to the Agreement are subject to the satisfaction of the following conditions:

A. The planned improvements constituting the Project will have been approved by the CITY as required by law and as provided in City ordinances.

B. Owner will have completed the modifications and enhancements included in the Project Budget set forth on **Exhibit B** and City has closed the permit for the Project.

C. Owner will have demonstrated to the reasonable satisfaction of the City that it has contributed up to **\$16,500** (or more than such amount) toward the Project Budget set forth on **Exhibit B** prior to seeking any reimbursement. Following completion of improvements, Owner shall provide City with any documentation necessary to establish its Reimbursable Improvement Costs as defined in **Exhibit C** hereto. Such documentation shall include, but shall not be limited to, written proof of City inspections indicating code compliance (or no violations of codes) and/or compliance with approved plans, as applicable, and proof that the persons making such improvements have been paid in full. Such reimbursement must be sought on or before September 1, 2025.

SECTION VI. REIMBURSEMENT PROCEDURES

The CITY shall contribute, as a grant, to the cost of the historic renovation of the property in an amount equal to 80% (eighty percent) but not to exceed **\$ 13,200** of the Project cost as set out in **Exhibit C**. The City will provide this grant award upon completion of all building and site improvements evidenced by the closing of the permit by the City for the Project. The Owner shall submit to the City a verified statement, in such detail that is satisfactory to the City, showing proof of payment for the full cost of all work and labor, and/or of each separate component amount due to the contractor(s) involved in furnishing labor, materials, or equipment in said work, and/or component part. The City shall, upon receipt of said proof of payment, issue payment to the Owner for the portion of window improvements. Such payment must be applied for before September 1, 2025 and issued prior to December 31, 2025. The City shall diligently process payment of the Grant to Owner within a reasonable time after submission of all documentation in support to fits Reimbursement Improvement Costs.

SECTION VII. TERM

The period of payment to Owner shall commence on the date that the Owner received documentation of final inspection and permit closure thereafter until December 31, 2025.

SECTION VIII. ADDITIONAL COVENANTS

A. Time: Time is of the essence unless otherwise stated in this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.

B. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the CITY and OWNER and their respective successors and assigns. Notwithstanding anything herein to the contrary, the rights and benefits of this Agreement shall remain personal to OWNER, provided, however, OWNER may assign, without release of OWNER its duties, obligations and benefits to any entity which meets the standards for transfer, conveyance or sale set forth below, and CITY shall direct such reimbursement payments in accordance with any assignment notice to be provided by OWNER to CITY within thirty (30) days of such assignment.

C. Law Governing: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

D. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the CITY does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions continued herein.

E. Notices: All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To the OWNER:

Fox River Post 75 American Legion
22 S. Second Street
Geneva, IL 60134
(630) 232-2171

To the CITY:

City Administrator
22 South First Street
Geneva, IL Illinois 60134
Phone: (630) 232-7494

With copies to:

City Clerk
22 South First Street
Geneva, Illinois 60134

City Attorney
22 South First Street
Geneva, Illinois 60134

F. Authority to Execute: The signatories of the parties hereto have been authorized by the corporate authorities of the CITY and the OWNER to execute this Agreement on their behalf.

G. Successors and Assigns. All the terms and provisions of this Agreement will be binding on and inure to the benefit of all of the successors and assigns of the parties hereto.

H. Third-Party Beneficiaries. The City and the Owner agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third-party beneficiary. Except as otherwise provided herein, no third party will have any rights or claims against the CITY arising from this Agreement.

I. Limitation of Liability. Notwithstanding anything herein to the contrary by implication or otherwise, any obligations of the CITY created by or arising out of this Agreement will not be a general debt of the CITY or a charge against its general credit or taxing powers but will be payable solely out of the Coronavirus State and Local Fiscal Recovery Funds as set forth in Section I. No recourse will be had for any payment pursuant to this Agreement against any officer,

employee, attorney, or elected or appointed official, past, present, or future, of the CITY.

J. No Waiver or Relinquishment of Right To Enforce Agreement. Failure of any party to this Agreement to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other party imposed will not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, which will continue in full force and effect.

K. Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the Owner and the City relative to the subject matter thereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement will be binding on the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. However, whenever under the provisions of this Agreement any notice or consent of the City or the Owner is required, or the City or the Owner is required to agree or to take some action at the request of the other, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the Mayor or his or her designee and for the Owner by any officer or employee as the Owner so authorizes.

L. Counterparts. This Agreement may be executed in two or more counterparts, each of which taken together will constitute one of the same instrument.

M. Default. In the event of any material default under or violation of this Agreement, the party not in default or violation will serve written notice on the party or parties in default or violation, which notice will be in writing and will specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within 30 days after receipt of written notice of such default, provided that said 30-day period will be extended (a) if the alleged violation or default is not reasonably susceptible to being cured within this 30-day period, (b) if the party in default has promptly initiated a cure of the violation or default, and (c) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown below.

APPROVED BY the City of Geneva, Kane County, Illinois, by Resolution No. 2024-

_____, on the _____ day of _____, 2024.

CITY OF GENEVA,
an Illinois Municipal Corporation

Stephanie K. Dawkins
City Administrator

ATTEST:

City Clerk

OWNER:
Fox River Post 75 American Legion

Mike Ferrari, Commander

EXHIBIT A: LEGAL DESCRIPTION

The southerly 104.0 of lot 10 and the southerly 104 feet of the easterly 12 feet of lot 9 in block 51 of the original town of Geneva in the city of Geneva in Kane county Illinois.

PIN 12-03-414-017

Commonly known as: 22 S. Second Street, Geneva, IL 60134

EXHIBIT B: RECENT CAPITAL INVESTMENTS AND PROJECT BUDGETRecent Capital Investments (not included donations)

	In-kind Donations	Post Costs
Plumbing and Bathrooms	\$15,000	\$5,880
Kitchen/Bar Upgrades	12,050	7,500
Roof Repairs	1,500	7,000
Carpentry, flooring, painting	7,200	10,300
HVAC	900	8,600
Site	600	200
Total	\$37,250	\$39,480

Project Budget

Repair or Replace Windows (3) James Street Elevation	\$16,500
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EXHIBIT C: REIMBURSEABLE PROJECT COST

Repair/Replace Windows (3) James Street Elevation	\$16, 500
---	-----------

OWNER shall be entitled to receive 80% of amount contributed to the Reimbursable Improvement Costs in accordance with the terms of the Agreement. Scope of work subject to Historic Preservation determination and Building Permit issuance.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Economic Development Incentive Agreement with Charles F. Sansone Revocable Trust for 214-218 W. State Street		
Presenter & Title:	Cathleen Tymoszenko, Economic Development Director		
Date:	December 16, 2024		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EV-II			
Estimated Cost: \$ 35,424		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>Charles Sansone is the owner of 214-218 W. State. The building was constructed in 1915 by Henry Bond Fargo, the owner's great-grandfather and has remained in the family ever since. Fair Game, Town & Country Gardens and City Barber Shop occupy the three first floor retail spaces. The second floor consists of vintage residential apartments that has been vacant for decades with the exception of some temporary office uses a number of years ago. The owner has made recent improvements (2021-2024) totaling approximately \$177,000. These include new roof, boiler/ HVAC and tenant build out for Fair Game (a complete gut and remodel, restoration of the original wood floors and tin ceiling, environmental remediation of lead paint and asbestos removal). Future planned improvements include major restoration of the original brick and stone façade, repair or replacement of second floor windows, replacement of street-level door leading to second floor, replacement of exterior wood staircase and front staircase repairs. A fire alarm system throughout the building is also a necessary improvement. Contractor quotes for these line items are \$206,170 and the necessary future buildouts for unused areas including mechanical systems is estimated to be in excess of \$200,000.</p> <p>With City assistance, the owner will prioritize the restoration of the original brick and stone façade and install a fire alarm. Planned improvements are pending Historic Preservation and building permit review and therefore the scope of work may be subject to change. In keeping with prior determinations for expenditures of American Rescue Plan Act Funds set aside for Historic Preservation and Adaptive Reuse, we recommend a grant award for \$35,424. This amount is 80% of the estimated cost of the planned improvements, which is approximately 10% of the total investment into the Sansone properties to date and estimated for the future.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution and Economic Development Incentive Agreement 			
Voting Requirements:			
<i>This motion requires a simple majority of affirmative votes for passage. (Mayor and City Council)</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Approve Resolution Authorizing Economic Development Incentive Agreement between City of Geneva and Charles F. Sansone Revocable Trust for 214-218 W. State Street.			

RESOLUTION NO. 2024 - 131

**RESOLUTION AUTHORIZING EXECUTION OF
AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN
CITY OF GENEVA AND CHARLES F. SANSONE REVOCABLE TRUST
FOR 214-218 W. STATE STREET, GENEVA IL**

**BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF
GENEVA, KANE COUNTY, ILLINOIS, as follows:**

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, An Economic Development Incentive Agreement by and between City of Geneva and Charles F. Sansone Revocable Trust in the form attached hereto at Exhibit "A", relating to the historic preservation and life safety enhancements at 214-218 W. State Street, Geneva IL.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the Mayor and City Council of the City of Geneva, Kane County, Illinois, this ___ day of _____, 2024

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Mayor

ATTEST:

City Clerk

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

By and Between

CITY OF GENEVA AND CHARLES F SANSONE REVOCABLE TRUST

FOR 214-218 W STATE STREET, GENEVA, IL.

This Agreement is entered into this _____ day of _____, 2024, by the City of Geneva Kane County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "City" or "corporate authorities"); and Charles F Sansone Revocable Trust (hereinafter referred to as "Owner"). The City and the Owner are collectively referred to as the "Parties."

Pursuant to the provisions of statutes and Government Funds and Plans (as hereinafter defined) and the Illinois Constitution of 1970, and in consideration of the Findings set forth below, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION I. AUTHORITY

The authority for the Parties to enter into this Agreement is:

A. As a non-home rule unit of government the City's authority is expressly limited by Article VII, Section 7 of the Illinois Constitution of 1970, which provides in part that non-home rule units of government shall only have powers granted to them by law.

B. Accordingly, under Illinois law (65 ILCS 5/8-1-2.5) the corporate authorities may enter into an economic development incentive agreement relating to the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

C. The Coronavirus State and Local Fiscal Recovery Funds, a part of the federal American Rescue Plan (known as the Government Funds and Plans), delivered funds to local government to support recovery and to ensure that governments have the resources needed to fight the pandemic, support families and businesses, maintain public service and build a strong, resilient

and equitable economy by making investments that support long-term growth and opportunity. In keeping with this goal and the U.S. Department of the Treasury Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule issued in January 2022 and amended in 2023, the City Council of the City of Geneva has determined that a portion of the City of Geneva's American Rescue Plan will be used to support investment in historic downtown Geneva.

SECTION II. FINDINGS

In accordance with the statutory provisions cited above as well as the City Council's intended use of Government Funds and Plans referenced above, the factors of consideration that have resulted in this Agreement are the following:

A. The Owner is the legal owner of certain real property (" Property") located within the boundaries of the City, commonly known as 214-218 W State Street, Geneva, Illinois 60134, and legally described in **Exhibit "A"**. The Property is improved with a two-story brick and block building consisting of approximately 4,710 square feet ("Building"). The Building is located in an established downtown commercial area adjacent to the primary intersection of State (IL RT. 38) and Third Street.

B. The property is identified as a Significant property within the local historic district and as a Contributing property in the Central Geneva Historic District, listed in the National Register of Historic Places.

C. The Building was built in 1915 by Henry Bond Fargo, the OWNER's great-grandfather, and has remained in the family ever since. Henry Bond Fargo served as Mayor of Geneva and as an Illinois State Representative. Fargo was responsible for the development of several significant landmark buildings in downtown Geneva including 214-218 W State St, 220-220 W State St, 306-318 W State Street, and the Geneva Theater Building (315-323 W State St).

D. The three first floor retail spaces of the Building have been occupied by a former drug store, State Street Jewelers and now Fair Game, Town & Country Gardens and City Barber Shop. The second floor of the Building consists of a "vintage" residential apartment buildout that

has been vacant for decades, with the exception some temporary office use a number of years ago.

E. The corporate authorities finds that the Property, as it exists on the date of this Agreement, requires improvements to meet the specifications and occupancy requirements of future users, the Owner has undertaken capital investment and repairs in recent years (2021-2024) as detailed in Exhibit “B” and is working to complete additional capital improvements as detailed in the Reimbursable Improvement Cost Budget shown in Exhibit “C”.

F. The Parties acknowledge that the Project may require municipal reviews and approvals by the City’s Plan and Zoning Commission, the Historic Preservation Commission and City Council.

G. The Owner is seeking economic assistance from the City in order to complete a major restoration of the original brick and stone façade and the installation of a fire alarm system throughout the building and has demonstrated that without the economic assistance to be given by the City the Project as contemplated by the Reimbursable Improvement Cost Budget would not be economically viable; and

H. The corporate authorities finds that the Owner has demonstrated that if the Project expenditures are made, life safety will be improved and the marketability of the site will be enhanced; and

I. The corporate authorities also finds that Owner is an established and respected landlord of multiple commercial properties in Geneva IL and has provided specific evidence of equity financing for not less than 10% of the total project costs; and

J. The corporate authorities finds that completing the Project requires assistance from the City and it is in the City of Geneva’s best interest to enter into this Agreement in order to have the Property advanced for redevelopment to increase employment opportunities, strengthen the commercial sector and enhance the tax base of the City .

K. Pursuant to the 65 ILCS 5/8-11-20, the City Council of the City has made the

following findings with respect to the Project:

- i. The Project is expected to create or retain job opportunities within the City.
- ii. The Project will serve to further the development of adjacent areas.
- iii. Without this Agreement, the Project would not be possible.
- iv. The Owner meets high standards of creditworthiness and financial strength, as demonstrated by specific evidence of equity financing for not less than 10% of the total project costs.
- v. The Project will strengthen the commercial sector of the City.
- vi. The Project will enhance the tax base of the City.
- vii. This Agreement is made in the best interest of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate the City and the Owner agree as follows:

SECTION III. INCORPORATIONS OF RECITALS. The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

SECTION IV. INTENT. Subject to the Conditions Precedent set forth in Section V. below, the City is prepared to commit to the incentives under the terms and conditions hereinafter set forth to induce and assist in the Project.

SECTION V. DEFINITIONS. For the purpose of this Agreement, the use of the term not otherwise defined herein will have the following meanings:

- (i) “Maximum Payment” means the amount of \$35,424

SECTION VI. CONDITIONS PRECEDENT

All undertakings on the part of the City pursuant to the Agreement are subject to the satisfaction of the following conditions:

A. The plans for building constituting the Reimbursable Improvements will have been approved by the City as required by law and as provided in City ordinances.

B. Owner will have demonstrated to the reasonable satisfaction of the City that it has contributed up to \$44,280.00 (or more than such amount) toward the Reimbursable Improvement Cost Budget as set forth on Exhibit “C” prior to seeking any reimbursement. Following completion of improvements, Owner shall provide City with any documentation necessary to establish its Reimbursable Improvement Costs as defined in Exhibit “C” hereto. Such documentation shall include, but shall not be limited to, written proof of City inspections indicating code compliance (or no violations of codes) and/or compliance with approved plans, as applicable, and proof that the persons making such improvements have been paid in full. Such reimbursement must be sought on or before September 1, 2025.

SECTION VII. REIMBURSEMENT PROCEDURES

The City shall contribute, as a grant, to the cost of the historic renovation of the property in an amount equal to 80% (eighty percent) but not to exceed \$35,424 of the Façade Renovation and Fire Alarm costs as set out in Exhibit “C”. The City will provide this grant award upon completion of improvements evidenced by the closing of the building permit by the Building Division or Fire Department. The Owner shall submit to the City a verified statement, in such detail that is satisfactory to the City, showing proof of payment for the full cost of all work and labor, and/or of each separate component amount due to the contractor(s) involved in furnishing labor, materials, or equipment in said work, and/or component part. The City shall, upon receipt

of said proof of payment, issue payment to the Owner for the portion of storefront restoration. Such payment must be applied for before September 1, 2025 and issued prior to December 31, 2025.

SECTION VIII. TERM

The period of payment to Owner shall commence on the date that the Owner received the Certificate of Occupancy and shall continue thereafter until December 31, 2025.

SECTION IX. ADDITIONAL COVENANTS

A. Time: Time is of the essence unless otherwise stated in this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.

B. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the City and Owner and their respective successors and assigns. Notwithstanding anything herein to the contrary, the rights and benefits of this Agreement shall remain personal to Owner, provided, however, Owner may assign, without release of Owner its duties, obligations and benefits to any entity which meets the standards for transfer, conveyance or sale set forth below, and City shall direct such reimbursement payments in accordance with any assignment notice to be provided by Owner to City within thirty (30) days of such assignment.

C. Law Governing: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

D. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the City does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions continued herein.

E. Notices: All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To the OWNER:

Charles F Sansone Revocable Trust
 Charles F Sansone
 4211 Beach Park Dr
 Tampa FL 33609

To the CITY:

City Administrator
 22 South First Street
 Geneva, IL Illinois 60134
 Phone: (630) 232-7494

With copies to:

City Clerk
 22 South First Street
 Geneva, Illinois 60134

City Attorney
 22 South First Street
 Geneva, Illinois 60134

F. Authority to Execute: The signatories of the parties hereto have been authorized by the corporate authorities of the City and the Owner to execute this Agreement on their behalf.

G. Successors and Assigns. All the terms and provisions of this Agreement will be binding on and inure to the benefits of all the successors and assigns of the parties hereto.

H. Third-Party Beneficiaries. The City and the Owner agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third-party beneficiary. Except as otherwise provided herein, no third party will have any rights or claims against the City arising from this Agreement.

I. Limitation of Liability. Notwithstanding anything herein to the contrary by implication or otherwise, any obligations of the City created by or arising out of this Agreement will not be a general debt of the City. No recourse will be had for any payment pursuant to this Agreement

against any officer, employee, attorney, or elected or appointed official, past, present, or future, of the City .

J. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other party imposed will not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, which will continue in full force and effect.

K. Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the Owner and the City relative to the subject matter thereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement will be binding on the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. However, whenever under the provisions of this Agreement any notice or consent of the City or the Owner is required, or the City or the Owner is required to agree or to take some action at the request of the other, such approval or such consent or such request will be given for the City , unless otherwise provided herein, by the President or his or her designee and for the Owner by any officer or employee as the Owner so authorizes.

L. Counterparts. This Agreement may be executed in two or more counterparts, each of which taken together will constitute one and the same instrument.

M. Default. In the event of any material default under or violation of this Agreement, the party not in default or violation will serve written notice on the party or parties in default or violation, which notice will be in writing and will specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within 30 days after receipt of written notice of such default, provided that said 30-day period will be extended (a) if the alleged violation or default is not reasonably susceptible to being cured within this 30-day period, (b) if the party in default has promptly initiated a cure of the violation or default, and (c) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown below.

APPROVED BY the City of Geneva, Kane County, Illinois, by Resolution No. 2024-

_____, on the _____ day of _____, 2024.

CITY OF GENEVA, an Illinois
Municipal Corporation

Stephanie K. Dawkins
City Administrator

ATTEST:

City Clerk

OWNER:

Charles F Sansone Revocable Trust

Charles F Sansone

EXHIBIT A: LEGAL DESCRIPTION

Part of Lot 5, Block 39 Original Town of Geneva

PIN 12-03-414-004

Commonly known as: 214-218 W State Street, Geneva, Illinois 60134

EXHIBIT B: RECENT OWNER CAPITAL IMPROVEMENTS AND EXPENSES**(2021-2024)**

New Roof	\$66,705
Boiler/HVAC	12,725
214 Tenant Preparation (Fair Game)	72,873
Ceiling Restoration	15,172
Msc. Repairs	9,380
TOTAL	\$176,855

EXHIBIT C: REIMBURSEABLE IMPROVEMENT COST BUDGET

Installation of fire alarm system (Allegiant quote)	\$24,280
Tuckpointing, lintel repair/replacement as needed and facade	\$20,000
TOTAL	\$44,280

Owner shall be entitled to receive 80% of amounts contributed up to the Reimbursable Improvement Costs in accordance with the terms of the Agreement. Applicable line items may increase or decrease within the Project.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Economic Development Incentive Agreement with Charles F. Sansone Revocable Trust for 220-222 W. State Street		
Presenter & Title:	Cathleen Tymoszenko, Economic Development Director		
Date:	December 16, 2024		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EV-II			
Estimated Cost: \$ 60,808		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>Charles Sansone is the owner of 220-222 W. State. The building was constructed in 1915 by Henry Bond Fargo, the owner's great-grandfather and has remained in the family ever since. Only three tenants have occupied the property in the past 100+ years. The most recent tenant, Good Sense Children resale shop, fully leased the space for approximately 30 years. Previously the space housed Henry's dime store. Good Sense closed in 2018 and the property has remained unoccupied for over six years. After a couple of years, efforts to lease the property were discontinued as it was determined to not be economically viable due to the extraordinary costs of renovations needed for occupancy. Necessary improvements include major upgrades of all mechanical systems (electrical, plumbing and HVAC), remediation of lead paint and asbestos from floor tiles. The owner has made recent upgrades (2021-2024) totaled approximately \$19,525 and including storm sewer repair, mold remediation, boiler/ HVAC upgrades, staircase repair and fabric awning removal. Future needed improvements include major restoration of the original brick and stone façade, removal of structural awning, windows and doors, repair/replacement of exterior wood staircase and interior staircase repairs and roof repairs. A fire alarm system throughout the building is also a necessary improvement. Contractor quotes for these line items are \$262,730 and the necessary future buildouts including mechanical systems are estimated to be in excess of \$475,000.</p> <p>With City assistance, the owner will prioritize the removal of the structural awning, the restoration of the original brick and stone façade and the installation of a fire alarm. Such improvements are pending Historic Preservation and building permit review and therefore the scope of work may be subject to change. In keeping with prior determinations for expenditures of American Rescue Plan Act Funds set aside for Historic Preservation and Adaptive Reuse, we recommend a grant award for \$60,808. This amount is 80% of the estimated cost of the planned improvements. Assistance in total is approximately 10% of the total investment into the Sansone properties to date and estimated for the future.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution and Economic Development Incentive Agreement 			
Voting Requirements:			
<i>This motion requires a simple majority of affirmative votes for passage. (Mayor and City Council)</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Approve Resolution Authorizing Economic Development Incentive Agreement between City of Geneva and Charles F. Sansone Revocable Trust for 220-222 W. State Street.			

RESOLUTION NO. 2024 - 132

**RESOLUTION AUTHORIZING EXECUTION OF
AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN
CITY OF GENEVA AND CHARLES F. SANSONE REVOCABLE TRUST
FOR 220-222 W. STATE STREET, GENEVA IL**

**BE IT RESOLVED BY THE CORPORATE AUTHORIES OF THE CITY OF
GENEVA, KANE COUNTY, ILLINOIS, as follows:**

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, An Economic Development Incentive Agreement by and between City of Geneva and Charles F. Sansone Revocable Trust in the form attached hereto at Exhibit “A”, relating to the historic preservation and life safety enhancements at 220-222 W. State Street, Geneva IL.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the Mayor and City Council of the City of Geneva, Kane County, Illinois, this ___ day of _____, 2024

AYES: ___ NAYS: ___ ABSENT: ___ ABSTAINING: ___ HOLDING OFFICE: ___

Mayor

ATTEST:

City Clerk

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

By and Between

CITY OF GENEVA AND CHARLES F SANSONE REVOCABLE TRUST

FOR 220-222 W STATE STREET, GENEVA, IL.

This Agreement is entered into this _____ day of _____, 2024, by the City of Geneva, Kane County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "City" or "corporate authorities"); and Charles F Sansone Revocable Trust (hereinafter referred to as "Owner"). The City and the Owner are collectively referred to as the "Parties."

Pursuant to the provisions of statutes and Government Funds and Plans (as hereinafter defined) and the Illinois Constitution of 1970, and in consideration of the Findings set forth below, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION I. AUTHORITY

The authority for the Parties to enter into this Agreement is:

A. As a non-home rule unit of government the City's authority is expressly limited by Article VII, Section 7 of the Illinois Constitution of 1970, which provides in part that non-home rule units of government shall only have powers granted to them by law.

B. Accordingly, under Illinois law (65 ILCS 5/8-1-2.5) the corporate authorities may enter into an economic development incentive agreement relating to the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

C. The Coronavirus State and Local Fiscal Recovery Funds, a part of the federal American Rescue Plan (known as the Government Funds and Plans), delivered funds to local government to support recovery and to ensure that governments have the resources needed to fight the pandemic, support families and businesses, maintain public service and build a strong, resilient

and equitable economy by making investments that support long-term growth and opportunity. In keeping with this goal and the U.S. Department of the Treasury Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule issued in January 2022 and amended in 2023, the City Council of the City of Geneva has determined that a portion of the City of Geneva's American Rescue Plan will be used to support investment in historic downtown Geneva.

SECTION II. FINDINGS

In accordance with the statutory provisions cited above as well as the City Council's intended use of Government Funds and Plans referenced above, the factors of consideration that have resulted in this Agreement are the following:

A. The Owner is the legal owner of certain real property (" Property") located within the boundaries of the City, commonly known as 220-222 W State Street, Geneva, Illinois 60134, and legally described in **Exhibit "A"**. The Property is improved with a two-story brick and block building consisting of approximately 9,500 square feet ("Building"). The Building is located in an established downtown commercial area adjacent to the primary intersection of State (IL RT. 38) and Third Street.

B. The property is identified as a Significant property within the local historic district and as a Contributing property in the Central Geneva Historic District, listed in the National Register of Historic Places.

C. The Building was built in 1915 by Henry Bond Fargo, the Owner's great-grandfather, and has remained in the family ever since. Henry Bond Fargo served as Mayor of Geneva and an Illinois State Representative. Fargo was responsible for the development of several significant landmark buildings in downtown Geneva including 214-218 W State St, 220-220 W State St, 306-318 W State Street, and the Geneva Theater Building (315-323 W State St).

D. The Property was occupied by only three tenants in past 100+ years. The most recent tenant was a children's store, Good Sense Children, which fully leased and underutilized the Building for 28 years. Previously the space housed Henry's dime store that operated on all

three levels (totaling approx. 14,000 sf) for many years. Good Sense Children ceased use of the building in 2018 and the Property has remained unoccupied for more than six years. The second floor has been vacant and underutilized for approximately 35 years. After a couple years of vacancy, efforts to lease the property were discontinued as it was determined to be not economically viable due to the extraordinary cost of renovations sufficient for occupancy.

E. The corporate authorities finds that the Property, as it exists on the date of this Agreement, requires certain site and building improvements to meet the specifications and occupancy requirements of future users, the Owner has undertaken investment and repairs in recent years (2021-2024) as detailed in Exhibit "B" and is working to complete additional capital improvements as detailed in the Reimbursable Improvement Cost Budget shown in Exhibit "C".

F. The Parties acknowledge that the Project may require municipal reviews and approvals by the City's Plan and Zoning Commission, the Historic Preservation Commission and City Council.

G. The Owner is seeking economic assistance from the City in order to complete the removal of a structural awning (added in approximately 1950), major restoration of the original brick and stone façade and installation of a fire alarm system throughout the building and has demonstrated that without the economic assistance to be given by the City the Project as contemplated by the Project Budget would not be economically viable; and

H. The corporate authorities finds that the Owner has demonstrated that if the Project expenditures are made, the life safety and marketability for redevelopment purposes will be enhanced; and

I. The corporate authorities also finds that Owner is a retired attorney and respected landlord of multiple commercial properties in Geneva IL and has provided specific evidence of equity financing for not less than 10% of the total project costs; and

J. The corporate authorities finds that completing the Project requires assistance from

the City and it is in the City of Geneva's best interest to enter into this Agreement in order to have the Property advanced for redevelopment to increase employment opportunities, strengthen the commercial sector and enhance the tax base of the City.

K. Pursuant to the 65 ILCS 5/8-11-20, the City Council of the City has made the following findings with respect to the Project:

- i. The Project is expected to create or retain job opportunities within the City.
- ii. The Project will serve to further the development of adjacent areas.
- iii. Without this Agreement, the Project would not be possible.
- iv. The Owner meets high standards of creditworthiness and financial strength.
- v. The Project will strengthen the commercial sector of the City.
- vi. The Project will enhance the tax base of the City.
- vii. This Agreement is made in the best interest of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate the City and the Owner agree as follows:

SECTION III. INCORPORATIONS OF RECITALS. The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

SECTION IV. INTENT. Subject to the Conditions Precedent set forth in Section V. below, the City is prepared to commit to the incentives under the terms and conditions hereinafter set

forth to induce and assist in the Project.

SECTION V. DEFINITIONS. For the purpose of this Agreement, the use of the term not otherwise defined herein will have the following meanings:

- (ii) “Maximum Payment” means the amount of **\$60,808.00**

SECTION VI. CONDITIONS PRECEDENT

All undertakings on the part of the City pursuant to the Agreement are subject to the satisfaction of the following conditions:

A. The plans for building constituting the Reimbursable Improvements will have been approved by the City as required by law and as provided in City ordinances.

B. Owner will have demonstrated to the reasonable satisfaction of the City that it has contributed up to **\$76,010.00** (or more than such amount) toward the Reimbursable Improvement Cost Budget as set forth on **Exhibit “C”** prior to seeking any reimbursement. Following completion of improvements, Owner shall provide City with any documentation necessary to establish its Reimbursable Improvement Costs as defined in **Exhibit “C”** hereto. Such documentation shall include, but shall not be limited to, written proof of City inspections indicating code compliance (or no violations of codes) and/or compliance with approved plans, as applicable, and proof that the persons making such improvements have been paid in full. Such reimbursement must be sought on or before September 1, 2025.

SECTION VII. REIMBURSEMENT PROCEDURES

The City shall contribute, as a grant, to the cost of the historic renovation and life safety improvements of the property in an amount equal to 80% (eighty percent) but not to exceed **\$60,808** of the restoration of the original brick and stone façade and installation of a fire alarm system throughout the building as set out in **Exhibit “C”**. The City will provide this grant award

upon completion of all improvements evidenced by the closing of the building permits by the Building Division or Fire Department. The Owner shall submit to the City a verified statement, in such detail that is satisfactory to the City, showing proof of payment for the full cost of all work and labor, and/or of each separate component amount due to the contractor(s) involved in furnishing labor, materials, or equipment in said work, and/or component part. The City shall, upon receipt of said proof of payment, issue payment to the Owner for the portion of storefront restoration. Such payment must be applied for before September 1, 2025 and issued prior to December 31, 2025.

SECTION VIII. TERM

The period of payment to Owner shall commence on the date that the Owner received the Certificate of Occupancy and shall continue thereafter until December 31, 2025.

SECTION IX. ADDITIONAL COVENANTS

A. Time: Time is of the essence unless otherwise stated in this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.

B. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the City and Owner and their respective successors and assigns. Notwithstanding anything herein to the contrary, the rights and benefits of this Agreement shall remain personal to Owner, provided, however, Owner may assign, without release of Owner its duties, obligations and benefits to any entity which meets the standards for transfer, conveyance or sale set forth below, and City shall direct such reimbursement payments in accordance with any assignment notice to be provided by Owner to City within thirty (30) days of such assignment.

C. Law Governing: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

D. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the City does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions continued herein.

E. Notices: All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To the Owner:

Charles F Sansone Revocable Trust
Charles F Sansone
4211 Beach Park Dr
Tampa FL 33609

To the CITY:

City Administrator
22 South First Street
Geneva, IL Illinois 60134
Phone: (630) 232-7494

With copies to:

City Clerk
22 South First Street
Geneva, Illinois 60134

City Attorney
22 South First Street
Geneva, Illinois 60134

F. Authority to Execute: The signatories of the parties hereto have been authorized by the corporate authorities of the City and the Owner to execute this Agreement on their behalf.

G. Successors and Assigns. All the terms and provisions of this Agreement will be binding on and inure to the benefit of all of the successors and assigns of the parties hereto.

H. Third-Party Beneficiaries. The City and the Owner agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third-party beneficiary. Except as otherwise provided herein, no third party will have any rights or claims against the City arising from this Agreement.

I. Limitation of Liability. Notwithstanding anything herein to the contrary by implication or otherwise, any obligations of the City created by or arising out of this Agreement will not be a general debt of the City. No recourse will be had for any payment pursuant to this Agreement against any officer, employee, attorney, or elected or appointed official, past, present, or future, of the City.

J. No Waiver or Relinquishment of Right To Enforce Agreement. Failure of any party to this Agreement to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other party imposed will not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, which will continue in full force and effect.

K. Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the Owner and the City relative to the subject matter thereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement will be binding on the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. However, whenever under the provisions of this Agreement any notice or consent of the City or the Owner is required, or the City or the Owner is required to agree or to take some action at the request of the other, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the President or his or her designee and for the Owner by any officer or employee as the Owner so authorizes.

L. Counterparts. This Agreement may be executed in two or more counterparts, each of which taken together will constitute one and the same instrument.

M. Default. In the event of any material default under or violation of this Agreement, the party not in default or violation will serve written notice on the party or parties in default or violation, which notice will be in writing and will specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within 30 days after receipt of written notice of such default, provided that said 30-day

period will be extended (a) if the alleged violation or default is not reasonably susceptible to being cured within this 30-day period, (b) if the party in default has promptly initiated a cure of the violation or default, and (c) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown below.

APPROVED BY the City of Geneva, Kane County, Illinois, by Resolution No. 2024-

_____, on the _____ day of _____, 2024.

CITY OF GENEVA, an Illinois
Municipal Corporation

Stephanie K. Dawkins
City Administrator

ATTEST:

City Clerk

OWNER:

Charles F. Sansone Revocable Trust

Charles F. Sansone

EXHIBIT A: LEGAL DESCRIPTION

Part of Lot 5, Block 39 Original Town of Geneva

PIN 12-03-414-018

Commonly known as: 220-222 W State Street, Geneva, Illinois 60134

EXHIBIT B: RECENT OWNER CAPITAL IMPROVEMENTS AND EXPENSES**(2021-2024)***

Storm Sewer Repair	8,200
Mold Remediation	9,000
Boiler/HVAC	550
Staircase	375
Fabric Awning Removal	1,400
	\$19,525

*not including routine annual expenses: real estate taxes, insurance, alarm serve, etc.

EXHIBIT C: REIMBURSEABLE IMPROVEMENT COST BUDGET

Installation of Fire Alarm	\$36,010
Removal of a structural awning and restoration of original brick and stone façade	40,000
TOTAL	\$76,010

Owner shall be entitled to receive 80% of amounts contributed up to the Reimbursable Improvement Costs in accordance with the terms of the Agreement, even if it contributes less than the full amount of the Reimbursable Improvement Costs. Applicable line items may increase or decrease within the Project.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Economic Development Incentive Agreement with Charles F. Sansone Revocable Trust for 306-318 W. State Street		
Presenter & Title:	Cathleen Tymoszenko, Economic Development Director		
Date:	December 16, 2024		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EV-II			
Estimated Cost: \$ 101,209	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>Charles Sansone is the owner of 306-318 W. State. The building was constructed in 1925 by Henry Bond Fargo, the owner's great-grandfather and has remained in the family ever since. The six first floor retail spaces have historically had a high percentage of tenant occupancy including Stockholm's Restaurant, Bee Coco Candle, The Gift Box, DS Studio, Kernel's Popcorn Shop and Galena Garlic Company. The vintage second floor office space is about 33% occupied. Competitive effective utilization of the second floor would require major interior remodeling including upgraded restrooms, all interior finishes; mechanical/electrical improvements, and plumbing and HVAC upgrades. The owner has made recent improvements (2021-2024) totaled approximately \$91,600. These include boiler/ HVAC, plumbing, mold remediation, new steel fire door, tenant prep and miscellaneous upgrades. Future planned improvements include tuckpointing and façade work, repair or replacement of windows, replacement of exterior wood staircase, roof replacement and a fire alarm. Contractor quotes for these line items are \$321,872 and the necessary future buildouts for unused areas including mechanical systems estimated to be in excess of \$240,000 not including electric service upgrades.</p> <p>With City assistance, the owner will prioritize the restoration of the original brick and façade and installation of a fire alarm. Planned improvements are pending Historic Preservation and building permit review and therefore the scope of work may be subject to change. In keeping with prior determinations for expenditures of American Rescue Plan Act Funds set aside for Historic Preservation and Adaptive Reuse, we recommend a grant award for \$101,209. This amount is 80% of the estimated cost of the planned improvements, which is approximately 10% of the total investment into the Sansone properties to date and estimated for the future.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution and Economic Development Incentive Agreement 			
Voting Requirements:			
<i>This motion requires a simple majority of affirmative votes for passage. (Mayor and City Council)</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Approve Resolution Authorizing Economic Development Incentive Agreement between City of Geneva and Charles F. Sansone Revocable Trust for 306-318 W. State Street.			

RESOLUTION NO. 2024 - 133

**RESOLUTION AUTHORIZING EXECUTION OF
AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN
CITY OF GENEVA AND CHARLES F. SANSONE REVOCABLE TRUST
FOR 306-318 W. STATE STREET, GENEVA IL**

**BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF
GENEVA, KANE COUNTY, ILLINOIS, as follows:**

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, An Economic Development Incentive Agreement by and between City of Geneva and Charles F. Sansone Revocable Trust in the form attached hereto at Exhibit "A", relating to the historic preservation and life safety enhancements at 306-318 W. State Street, Geneva IL.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the Mayor and City Council of the City of Geneva, Kane County, Illinois, this ___ day of _____, 2024.

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Mayor

ATTEST:

City Clerk

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

By and Between

CITY OF GENEVA AND CHARLES F SANSONE REVOCABLE TRUST

FOR 306-318 W STATE STREET, GENEVA, IL.

This Agreement is entered into this _____ day of _____, 2024, by the City of Geneva Kane County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "City" or "corporate authorities"); and Charles F Sansone Revocable Trust (hereinafter referred to as "Owner"). The City and the Owner are collectively referred to as the "Parties."

Pursuant to the provisions of statutes and Government Funds and Plans (as hereinafter defined) and the Illinois Constitution of 1970, and in consideration of the Findings set forth below, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION I. AUTHORITY. The authority for the Parties to enter into this Agreement is:

A. As a non-home rule unit of government the City's authority is expressly limited by Article VII, Section 7 of the Illinois Constitution of 1970, which provides in part that non-home rule units of government shall only have powers granted to them by law.

B. Accordingly, under Illinois law (65 ILCS 5/8-1-2.5) the corporate authorities may enter into an economic development incentive agreement relating to the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

C. The Coronavirus State and Local Fiscal Recovery Funds, a part of the federal American Rescue Plan (known as the Government Funds and Plans), delivered funds to local government to support recovery and to ensure that governments have the resources needed to fight the pandemic, support families and businesses, maintain public service and build a strong, resilient and equitable economy by making investments that support long-term growth and opportunity. In keeping with this goal and the U.S. Department of the Treasury Coronavirus State & Local Fiscal

Recovery Funds: Overview of the Final Rule issued in January 2022 and amended in 2023, the City Council of the City of Geneva has determined that a portion of the City of Geneva's American Rescue Plan will be used to support investment in historic downtown Geneva.

SECTION II. FINDINGS. In accordance with the statutory provisions cited above as well as the City Council's intended use of Government Funds and Plans referenced above, the factors of consideration that have resulted in this Agreement are the following:

A. The Owner is the legal owner of certain real property ("Property") located within the boundaries of the City, commonly known as 306-318 W State Street, Geneva Illinois 60134, and legally described in **Exhibit "A"**. The Property is improved with a two-story brick and block building consisting of approximately 15,720 square feet ("Building"). The Building is located in an established downtown commercial area adjacent to the primary intersection of State (IL RT. 38) and Third Street.

B. The property is identified as a Significant property within the local historic district and as a Contributing property in the Central Geneva Historic District, listed in the National Register of Historic Places.

C. The Building was built in 1925 by Henry Bond Fargo, the OWNER's great-grandfather, and has remained in the family ever since. Henry Bond Fargo served as Mayor of Geneva and an Illinois State Representative. Fargo was responsible for the development of several significant landmark buildings in downtown Geneva including 214-218 W State St, 220-220 W State St, 306-318 W State Street, and the Geneva Theater Building (315-323 W State St).

D. The six first floor retail spaces have historically had a high percentage of tenant occupancy including Stockholm's Restaurant, Bee Coco Candle, The Gift Box, DS Studio & Photo Lab, Kernel's Popcorn Shop and Galena Garlic Company. The second floor is office space.

E. The corporate authorities finds that the Property, as it exists on the date of this Agreement, requires improvements to meet the specifications and occupancy requirements of future users, the Owner has undertaken capital investment and repairs in recent years (2021-2024)

as detailed in Exhibit “B” and is working to complete additional capital improvements as detailed in the Reimbursable Improvement Cost Budget shown in Exhibit “C”.

F. The Parties acknowledge that the Project may require municipal reviews and approvals by the City Historic Preservation Commission and City Council.

G. The Owner is seeking economic assistance from the City in order to complete the restoration of the original brick and stone façade and a fire alarm throughout the building and has demonstrated that without the economic assistance to be given by the City the Project as contemplated by the Reimbursement Improvement Cost Budget would not be economically viable; and

H. The corporate authorities finds that Owner is an established and respected landlord of multiple commercial properties in Geneva and has provided specific evidence of equity financing for not less than 10% of the total project costs; and

I The corporate authorities finds that completing the Project requires assistance from the City and it is in the City of Geneva’s best interest to enter into this Agreement in order to advance the property for redevelopment to increase employment opportunities, strengthen the commercial sector and enhance the tax base of the City.

J. Pursuant to the 65 ILCS 5/8-11-20, the City Council of the City has made the following findings with respect to the Project:

- i. The Project is expected to create or retain job opportunities within the City.
- ii. The Project will serve to further the development of adjacent areas.
- iii. Without this Agreement, the Project would not be possible.
- iv. The Developer meets high standards of creditworthiness and financial strength, as demonstrated by specific evidence of equity financing for

not less than 10% of the total project costs.

- v. The Project will strengthen the commercial sector of the City.
- vi. The Project will enhance the tax base of the City.
- vii. This Agreement is made in the best interest of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate the City and the Owner agree as follows:

SECTION III. INCORPORATIONS OF RECITALS. The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

SECTION IV. INTENT. Subject to the Conditions Precedent set forth in Section IV, the City is prepared to commit to the incentives under the terms and conditions hereinafter set forth to induce and assist in the project.

SECTION V. DEFINITIONS. For the purpose of this Agreement, the use of the term not otherwise defined herein will have the following meanings:

- (i) “Maximum Payment” means the amount of **\$ 101,209.**

SECTION VI. CONDITIONS PRECEDENT. All undertakings on the part of the CITY pursuant to the Agreement are subject to the satisfaction of the following conditions:

- A. The plans for building and signage improvements the Reimbursable Improvements will have been approved by the City as required by law and as provided in City ordinances.
- B. Owner will have demonstrated to the reasonable satisfaction of the City that it

has contributed up to \$126,512 (or more than such amount) toward the Reimbursable Improvement Cost Budget as set forth on Exhibit "C" prior to seeking any reimbursement. Following completion of improvements, Owner shall provide City with any documentation necessary to establish its Reimbursable Improvement Costs as defined in Exhibit "C" hereto. Such documentation shall include, but shall not be limited to, written proof of City inspections indicating code compliance (or no violations of codes) and/or compliance with approved plans, as applicable, and proof that the persons making such improvements have been paid in full. Such reimbursement must be sought on or before September 1, 2025.

SECTION VII. REIMBURSEMENT PROCEDURES. The City shall contribute, as a grant, to the cost of the historic renovation of the property in an amount equal to 80% (eighty percent) but not to exceed \$101,209 of the façade renovation and fire alarm as set out in Exhibit "C". The City will provide this grant award upon closing of the building permit by the Building Division or Fire Department. The Owner shall submit to the City a verified statement, in such detail that is satisfactory to the City, showing proof of payment for the full cost of all work and labor, and/or of each separate component amount due to the contractor(s) involved in furnishing labor, materials, or equipment in said work, and/or component part. The City shall, upon receipt of said proof of payment, issue payment to the Owner. Such payment must be applied for before September 1, 2025 and issued prior to December 31, 2025.

SECTION VII. TERM. The period of payment to Owner shall commence on the date that the Owner receives City approval and shall continue thereafter until December 31, 2025.

SECTION VIII. ADDITIONAL COVENANTS

A. Time: Time is of the essence unless otherwise stated in this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.

B. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the City and Owner and their respective successors and assigns. Notwithstanding 5

anything herein to the contrary, the rights and benefits of this Agreement shall remain personal to Owner, provided, however, Owner may assign, without release of Owner its duties, obligations and benefits to any entity which meets the standards for transfer, conveyance or sale set forth below, and City shall direct such reimbursement payments in accordance with any assignment notice to be provided by Owner to City within thirty (30) days of such assignment.

C. Law Governing: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

D. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the City does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions continued herein.

E. Notices: All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To the OWNER:

Charles F Sansone Revocable Trust
Charles F Sansone
4211 Beach Park Dr
Tampa FL 33609

To the CITY:

City Administrator
22 South First Street
Geneva, IL Illinois 60134
Phone: (630) 232-7494

With copies to:

City Clerk
22 South First Street
Geneva, Illinois 60134

City Attorney
22 South First Street
Geneva, Illinois 60134

F. Authority to Execute: The signatories of the parties hereto have been authorized by the corporate authorities of the City and the Owner to execute this Agreement on their behalf.

G. Successors and Assigns. All the terms and provisions of this Agreement will be binding on and inure to the benefit of all of the successors and assigns of the parties hereto.

H. Third-Party Beneficiaries. The City and the Owner agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third-party beneficiary. Except as otherwise provided herein, no third party will have any rights or claims against the City arising from this Agreement.

I. Limitation of Liability. Notwithstanding anything herein to the contrary by implication or otherwise, any obligations of the City created by or arising out of this Agreement will not be a general debt of the City on or a charge against its general credit or taxing powers but will be payable solely out of the Sales Tax revenues as set forth in Section 3. No recourse will be had for any payment pursuant to this Agreement against any officer, employee, attorney, or elected or appointed official, past, present, or future, of the City.

J. No Waiver or Relinquishment of Right To Enforce Agreement. Failure of any party to this Agreement to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other party imposed will not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, which will continue in full force and effect.

K. Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the Owner and the City relative to the subject matter thereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement will be binding on the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. However, whenever under the provisions of this Agreement any notice or consent of the City or the Owner is required, or the City or the Owner is required to agree or to take some action at the request of the other, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the City Administrator or his or her designee and for the Owner by any officer or employee as the Owner so authorizes.

L. Counterparts. This Agreement may be executed in two or more counterparts, each of which taken together will constitute one and the same instrument.

M. Default. In the event of any material default under or violation of this Agreement, the party not in default or violation will serve written notice on the party or parties in default or violation, which notice will be in writing and will specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within 30 days after receipt of written notice of such default, provided that said 30-day period will be extended (a) if the alleged violation or default is not reasonably susceptible to being cured within this 30-day period, (b) if the party in default has promptly initiated a cure of the violation or default, and (c) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown below.

APPROVED BY the City of Geneva, Kane County, Illinois, by Resolution No. 2024-

_____, on the _____ day of _____, 2024.

CITY OF GENEVA, an Illinois
Municipal Corporation

Stephanie K. Dawkins

City Administrator

ATTEST:

City Clerk

OWNER:
Charles F. Sansone Revocable Trust

Charles Sansone

EXHIBIT A: LEGAL DESCRIPTION

Part of Lot 5, Block 39 Original Town of Geneva

PIN 12-03-414-003

Commonly known as: 306-318 W State Street, Geneva Illinois 60134

**EXHIBIT B: CAPITAL IMPROVEMENTS AND INVESTMENTS BY OWNER
(2021-2024)**

Boiler/HVAC	\$67,100
Plumbing	13,430
Mold Remediation	2,400
New Steel Fire Door	3,350
Tenant Preparation	4,420
Msc.	900
	\$91,600

EXHIBIT C: REIMBURSEABLE PROJECT COST

Tuckpointing and Façade	\$50,000
Fire Alarm	76,512
TOTAL	\$126,512

Owner shall be entitled to receive 80% of amounts contributed up to the Reimbursable Improvement Costs in accordance with the terms of the Agreement. Applicable line items may increase or decrease within the Project.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Economic Development Incentive Agreement with Niche Restaurant, LLC		
Presenter & Title:	Cathleen Tymoszenko, Economic Development Director		
Date:	December 16, 2024		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EV-II			
Estimated Cost: \$ 40,000	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>Niche Restaurant, LLC, is working to expand into a vacant space neighboring the existing restaurant at 12 S. Third. Niche, recognized as "One of the Nicest Restaurants in America"; "One of the Best Hidden Gems in Illinois"; "Great Bourbon Bar of America"; and "Best American Food in Western Suburbs" is planning a new boutique retail experience to complement the existing restaurant offerings.</p> <p>Niche's expansion project consists of a complete building out to convert a passive retail space to an experiential retail space. This transformation will require extensive remodeling and upgrades. Work includes but is not limited to installing a bar and plumbing fixtures, lighting, furnishings, ADA bathroom and a fire alarm. The estimated total cost of the project is expected to exceed \$500,000. In keeping with prior determinations for expenditures of American Rescue Plan Act Funds set aside for Historic Preservation and Adaptive Reuse, we recommend a grant award for \$40,000. This amount is 80% of the costs to add an ADA bathroom and a fire alarm. This amount is approximately 8% of the total investment into the expansion project.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution and Economic Development Incentive Agreement 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (Mayor and City Council)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Approve Resolution Authorizing Economic Development Incentive Agreement between City of Geneva and Niche Restaurant, LLC for 12 S. Third Street.</p>			

RESOLUTION NO. 2024 - 134

**RESOLUTION AUTHORIZING EXECUTION OF
AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY
AND BETWEEN CITY OF GENEVA AND NICHE RESTAURANT, LLC
FOR 12 S. THIRD, GENEVA IL**

**BE IT RESOLVED BY THE CORPORATE AUTHORIES OF THE CITY OF
GENEVA, KANE COUNTY, ILLINOIS, as follows:**

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, An Economic Development Incentive Agreement by and between City of Geneva and Niche Restaurant, LLC in the form attached hereto at Exhibit “A”, relating to the life safety and adaptive reuse improvements at 12 S. Third Street, Geneva IL.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the Mayor and City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2024

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Mayor

ATTEST:

City Clerk

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

By and Between

CITY OF GENEVA AND NICHE RESTAURANT, LLC.

FOR 12 S. THIRD STREET, GENEVA, IL.

This Agreement is entered into this _____ day of _____, 2024, by the City of Geneva, Kane County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "City" or "corporate authorities"); and Niche Restaurant, LLC, an Illinois limited liability company (hereinafter referred to as "Developer "). The City and the Developer are collectively referred to as the "Parties."

Pursuant to the provisions of statutes and Government Funds and Plans (as hereinafter defined) and the Illinois Constitution of 1970, and in consideration of the Findings set forth below, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION I. AUTHORITY

The authority for the Parties to enter into this Agreement is:

A. As a non-home rule unit of government the City's authority is expressly limited by Article VII, Section 7 of the Illinois Constitution of 1970, which provides in part that non-home rule units of government shall only have powers granted to them by law.

B. Accordingly, under Illinois law (65 ILCS 5/8-1-2.5) the corporate authorities may enter into an economic incentive agreement relating to the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

C. The Coronavirus State and Local Fiscal Recovery Funds, a part of the federal American Rescue Plan (known as the Government Funds and Plans), delivered funds to local government to support recovery and to ensure that governments have the resources needed to fight

the pandemic, support families and businesses, maintain public service and build a strong, resilient and equitable economy by making investments that support long-term growth and opportunity. In keeping with this goal and the U.S. Department of the Treasury Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule issued in January 2022 and amended in 2023, the City Council of the City of Geneva has determined that a portion of the City of Geneva's American Rescue Plan will be used to support investment in historic downtown Geneva.

SECTION II. FINDINGS

In accordance with the statutory provisions cited above as well as the City Council's intended use of Government Funds and Plans referenced above, the factors of consideration that have resulted in this Agreement are the following:

A. The Developer has a leasehold interest in a portion of certain real property ("Property") located within the boundaries of the City, commonly known as 12 S. Third, Geneva, Illinois 60134 ("Building") legally described in **Exhibit A**. The Building is a two-story brick structure consisting of approximately 3,736 square feet. The Building is located in an established downtown commercial area just south of the primary intersection of Third and State Streets.

B. The Building was constructed in 1920 and is identified as a Contributing Property in the Central Historic District, part of the National Register of Historic Places. The Building is noted for its significance in relation to individuals, architectural style, and community development, particularly during Geneva's Early Settlement Period (1837-1857).

C. The Developer is working to expand operations to a portion of the Building that is currently vacant. To create a new Niche experience, extensive capital improvement is needed including but not limited to extensive remodeling of interior spaces, plumbing upgrades, fire alarm HVAC improvements and ADA bathroom. Such total project costs represent a total investment of **\$550,926** as detailed in **Exhibit B**.

D. The corporate authorities finds that the Property, as it exists on the date of this Agreement, will benefit from continued investment and that the Project requires assistance from

the City in order to complete the improvements and it is in the City of Geneva's best interest to enter into this Agreement in order to have the Property redeveloped and re-tenanted in accordance with the Project. The City will contribute a grant award for **\$40,000**, which is 80% of these total Reimbursable Costs as detailed in **Exhibit C**. The grant award would be provided on a reimbursement basis.

E. The Parties acknowledge that the Project may require municipal reviews and approvals that may include the City's Plan and Zoning Commission, the Historic Preservation Commission and City Council.

F. The Developer is seeking economic assistance from the City in order to complete the Project and has demonstrated that without the economic assistance to be given by the City the Project as contemplated by the Project Budget would not be economically viable; and

G. The corporate authorities finds that the Developer has demonstrated that if the Project expenditures are made, the commercial space will become more viable and will continue to be leasable and occupied; and

H. The corporate authorities also finds that the Developer is a recognized and established developer of commercial lease space and has provided specific evidence of equity financing for not less than 10% of the total project costs; and

I. The corporate authorities finds that completing the Project requires assistance from the City in order to complete the improvements and it is in the City of Geneva's best interest to enter into this Agreement in order to have the Property modified in accordance with the Project, that the Project will increase employment opportunities in the City, strengthen the commercial sector of the City and enhance the tax base of the City.

J. Pursuant to the 65 ILCS 5/8-11-20, the City Council of the City has made the following findings with respect to the Project:

- i. The Project is expected to create or retain job opportunities within the City.

- ii. The Project will serve to further the development of adjacent areas.
- iii. The Developer meets high standards of creditworthiness and financial strength, as demonstrated by specific evidence of equity financing for not less than 10% of the total project costs.
- iv. The Project will strengthen the commercial sector of the City.
- v. The Project will enhance the tax base of the City.
- vi. This Agreement is made in the best interest of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate the City and the Developer agree as follows:

SECTION III. INCORPORATIONS OF RECITALS

The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

SECTION IV. INTENT.

Subject to the Conditions Precedent set forth in Section V below, the City is prepared to commit to the incentives under the terms and conditions hereinafter set forth to induce and assist in the Project.

SECTION V. CONDITIONS PRECEDENT.

All undertakings on the part of the City pursuant to the Agreement are subject to the

satisfaction of the following conditions:

A. The plans for building and signage improvements constituting the Project will have been approved by the City as required by law and as provided in City ordinances.

B. DEVELOPER will have completed the modifications and enhancements included in the Project Budget set forth on **Exhibit B** and City has closed the permit for the Project.

C. DEVELOPER will have demonstrated to the reasonable satisfaction of the City that it has contributed approximately **\$ 505,926** toward the Project Budget set forth on **Exhibit B** prior to seeking any reimbursement. Following completion of improvements, Developer shall provide City with any documentation necessary to establish its Reimbursable Improvement Costs as defined in **Exhibit C** hereto. Such documentation shall include, but shall not be limited to, written proof of City inspections indicating code compliance (or no violations of codes) and/or compliance with approved plans, as applicable, and proof that the persons making such improvements have been paid in full. Such reimbursement must be sought on or before September 1, 2025.

SECTION VI. REIMBURSEMENT PROCEDURES

The City shall contribute, as a grant, to the cost of the historic renovation and adaptive reuse of the building in an amount equal to 80% (eighty percent) but not to exceed **\$ 40,000** of the Project cost as set out in **Exhibit C**. The CITY will provide this grant award upon completion of all building and site improvements evidenced by the closing of the permit by the City for the Project. The Developer shall submit to the City a verified statement, in such detail that is satisfactory to the City, showing proof of payment for the full cost of all work and labor, and/or of each separate component amount due to the contractor(s) involved in furnishing labor, materials, or equipment in said work, and/or component part. The City shall, upon receipt of said proof of payment, issue payment to the Developer for the portion of storefront restoration. Such payment must be applied for before September 1, 2025 and issued prior to December 31, 2025. The City shall diligently process payment of the Grant to Developer within a reasonable time after submission of all documentation in support to fits Reimbursement improvement Costs.

SECTION VII. TERM

The period of payment to Developer shall commence on the date that the Developer received documentation of final inspection and permit closure thereafter until December 31, 2025.

SECTION VIII. ADDITIONAL COVENANTS

A. Time: Time is of the essence unless otherwise stated in this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.

B. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the City and Developer and their respective successors and assigns. Notwithstanding anything herein to the contrary, the rights and benefits of this Agreement shall remain personal to Developer, provided, however, Developer may assign, without release of Developer its duties, obligations and benefits to any entity which meets the standards for transfer, conveyance or sale set forth below, and City shall direct such reimbursement payments in accordance with any assignment notice to be provided by Developer to City within thirty (30) days of such assignment.

C. Law Governing: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

D. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the City does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions continued herein.

E. Notices: All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To the DEVELOPER:

Niche Restaurant, LLC.
14 S. Third Street
Geneva, IL 60134

To the CITY:

City Administrator
22 South First Street
Geneva, IL Illinois 60134
Phone: (630) 232-7494

With copies to:

City Clerk
22 South First Street
Geneva, Illinois 60134

City Attorney
22 South First Street
Geneva, Illinois 60134

F. Authority to Execute: The signatories of the parties hereto have been authorized by the corporate authorities of the City and the Developer to execute this Agreement on their behalf.

G. Successors and Assigns. All the terms and provisions of this Agreement will be binding on and inure to the benefit of all of the successors and assigns of the parties hereto.

H. Third-Party Beneficiaries. The City and the Developer agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third-party beneficiary. Except as otherwise provided herein, no third party will have any rights or claims against the City arising from this Agreement.

I. Limitation of Liability. Notwithstanding anything herein to the contrary by implication or otherwise, any obligations of the City created by or arising out of this Agreement will not be a general debt of the City on or a charge against its general credit or taxing powers but will be payable solely out of the Coronavirus State and Local Fiscal Recovery Funds as set forth in Section I. No recourse will be had for any payment pursuant to this Agreement against any officer, employee, attorney, or elected or appointed official, past, present, or future, of the City.

J. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other party imposed will not constitute or

be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, which will continue in full force and effect.

K. Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the Developer and the City relative to the subject matter thereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement will be binding on the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. However, whenever under the provisions of this Agreement any notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the City Administrator or her designee and for the Developer by any officer or employee as the Developer so authorizes.

L. Counterparts. This Agreement may be executed in two or more counterparts, each of which taken together will constitute one of the same instrument.

M. Default. In the event of any material default under or violation of this Agreement, the party not in default or violation will serve written notice on the party or parties in default or violation, which notice will be in writing and will specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within 30 days after receipt of written notice of such default, provided that said 30-day period will be extended (a) if the alleged violation or default is not reasonably susceptible to being cured within this 30-day period, (b) if the party in default has promptly initiated a cure of the violation or default, and (c) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown below.

APPROVED BY the City of Geneva, Kane County, Illinois, by Resolution No. 2024-

_____, on the _____ day of _____, 2024.

CITY OF GENEVA,
an Illinois Municipal Corporation

Stephanie K. Dawkins
City Administrator

ATTEST:

City Clerk

DEVELOPER :

Niche Restaurant, LLC, an Illinois Limited Liability Company

Andrea Redmond

EXHIBIT A: LEGAL DESCRIPTION**8-12 S. THIRD**

The South 41.32 feet of the North 121.32 feet of Lot 1 (except the South 14.32 feet of the West 5.20 feet and except the South 54 Hundredths of a foot of the North 80.54 feet of the East 40 feet thereof) the South 41.32 feet of the North 121.32 feet of the east 23 feet of Lot 2 (except the South 14.32 feet thereof in Block 50 of the original Town of Geneva in the City of Geneva, Kane County, Illinois.

PIN 12-03-413-018

Commonly known as: 12 S. Third Street, Geneva, IL 60134

EXHIBIT B: PROJECT BUDGET**Total Project Costs**

Buildout Costs	\$ 376,684
Furniture & Accessories	64,418
Labor and Msc	59,824
TOTAL	500,926.00

EXHIBIT C: REIMBURSEABLE PROJECT COST

Fire Alarm	10,000
ADA Bathroom	40,000
TOTAL	\$50,000

Developer shall be entitled to receive 80% of amounts contributed up to the Reimbursable Improvement Costs in accordance with the terms of the Agreement. Applicable line items may increase or decrease within the Project budget.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Economic Development Incentive Agreement 427 E. State (Nicolaou)		
Presenter & Title:	Cathleen Tymoszenko, Economic Development Director		
Date:	December 16, 2024		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EV:II			
Estimated Cost: \$ 38,608	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>Nick and Jim Nicolaou (Owner), purchased the property at 427 E. State and are working to create a new dine in/carry out chicken restaurant concept named HoneyBird. The subject property is improved with a one-story frame building that was previously used for office space. Converting the space to a restaurant will require extensive interior remodeling, structural engineering and site work. Plans also include adding ADA bathrooms and a fire alarm. The estimated total project costs including acquisition are about \$970,179.</p> <p>The Owner is working to finalize a TIF request. In keeping with prior determinations for expenditures of American Rescue Plan Act Funds set aside for Historic Preservation and Adaptive Reuse, we recommend a grant award for \$38,608. This amount is 80% of the cost of ADA bathrooms and fire alarm and approximately 4% of the total project costs including acquisition. This grant amount will be taken into consideration during a review of the pending TIF request.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution and Economic Development Incentive Agreement 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (Mayor and City Council)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Approve Resolution Authorizing Economic Development Incentive Agreement between City of Geneva and Nick Nicolaou and Jim Nicolaou for 427 E. State Street.</p>			

RESOLUTION NO. 2024 - 135

**RESOLUTION AUTHORIZING EXECUTION OF
AN ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN
CITY OF GENEVA AND NICK NICOLAOU AND JIM NICOLAOU
FOR 427 E. STATE GENEVA, IL**

**BE IT RESOLVED BY THE CORPORATE AUTHORIES OF THE CITY OF
GENEVA, KANE COUNTY, ILLINOIS, as follows:**

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, An Economic Incentive Agreement by and between City of Geneva and Nick Nicolaou and Jim Nicolaou in the form attached hereto at Exhibit “A”, relating to the adaptive reuse and life safety improvements at 427 E. State Street, Geneva IL.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the Mayor and City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2024.

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Mayor

ATTEST:

City Clerk

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

By and Between

CITY OF GENEVA AND NICK NICOLAOU and JIM NICOLAOU

FOR 427 E. STATE, GENEVA, IL.

This Agreement is entered into this _____ day of _____, 2024, by the City of Geneva, Kane County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "City" or "corporate authorities"); and Nick Nicolaou and Jim Nicolaou (hereinafter collectively referred to as "Owner"). The City and the Owner are collectively referred to as the "Parties."

Pursuant to the provisions of statutes and Government Funds and Plans (as hereinafter defined) and the Illinois Constitution of 1970, and in consideration of the Findings set forth below, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION I. AUTHORITY

The authority for the Parties to enter into this Agreement is:

A. As a non-home rule unit of government the City's authority is expressly limited by Article VII, Section 7 of the Illinois Constitution of 1970, which provides in part that non-home rule units of government shall only have powers granted to them by law.

B. Accordingly, under Illinois law (65 ILCS 5/8-1-2.5) the corporate authorities may enter into an economic incentive agreement relating to the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

C. The Coronavirus State and Local Fiscal Recovery Funds, a part of the federal American Rescue Plan (known as the Government Funds and Plans), delivered funds to local government to support recovery and to ensure that governments have the resources needed to fight the pandemic, support families and businesses, maintain public service and build a strong, resilient

and equitable economy by making investments that support long-term growth and opportunity. In keeping with this goal and the U.S. Department of the Treasury Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule issued in January 2022 and amended in 2023, the City Council of the City of Geneva has determined that a portion of the City of Geneva's American Rescue Plan will be used to support investment in historic downtown Geneva.

SECTION II. FINDINGS

In accordance with the statutory provisions cited above as well as the City Council's intended use of Government Funds and Plans referenced above, the factors of consideration that have resulted in this Agreement are the following:

A. The Owner is the legal owner of certain real property ("Property") located within the boundaries of the City, commonly known as 427 E. State Street, Geneva, Illinois 60134, and legally described in **Exhibit A**. The Property is improved with a one-story frame building consisting of approximately 1,047 square feet ("Building"). The Building is located in an established downtown commercial area adjacent to the primary intersection of East State Street and Woodlawn Drive.

B. The Building was constructed in 1877 and is part of the Early Settlement Period of Geneva (1837-1857). The Property was most recently used for offices.

C. The Owner purchased the property in August 2024 and is proposing to undertake extensive capital investment to create a new restaurant. Such improvements include but are not limited to structural and civil engineering improvements, extensive interior remodeling including kitchen equipment and fixtures, plumbing, electrical and mechanical upgrades, adding ADA bathroom(s), and installing and maintaining a fire alarm. Such improvements represent an investment of **\$970.000** as detailed in **Exhibit B**.

D. The corporate authorities finds that the Property, as it exists on the date of this Agreement, will benefit from the proposed investment hereinafter referred to as the "Project" as further defined in the Project Budget as set forth in **Exhibit B**. The Project will improve the

character of the property and the neighborhood by establishing a new commercial opportunity along East State Street and improving curb appeal.

E. The Parties acknowledge that the Project requires municipal reviews and approvals in order to proceed.

F. The Owner is seeking economic assistance from the City in order to complete the Project and has demonstrated that without the economic assistance to be given by the City the Project as contemplated by the Project Budget would not be economically viable; and

G. The corporate authorities finds that the Owner has demonstrated that if the Project expenditures are made, the commercial space will become viable and will continue to be occupied; and

H. The corporate authorities also finds that Owner is a recognized and established Owner of commercial lease space and has provided specific evidence of equity financing for not less than 10% of the total project costs; and

I. The corporate authorities finds that completing the Project requires assistance from the City in order to complete the improvements and it is in the City of Geneva's best interest to enter into this Agreement in order to have the Property modified in accordance with the Project, that the Project will increase employment opportunities in the City, strengthen the commercial sector of the City and enhance the tax base of the City.

J. Pursuant to the 65 ILCS 5/8-11-20, the City Council of the City has made the following findings with respect to the Project:

- i. The Project is expected to create or retain job opportunities within the City.
- ii. The Project will serve to further the development of adjacent areas.
- iii. The Owner meets high standards of creditworthiness and financial

strength, as demonstrated by specific evidence of equity financing for not less than 10% of the total project costs.

- iv. The Project will strengthen the commercial sector of the City.
- v. The Project will enhance the tax base of the City.
- vi. This Agreement is made in the best interest of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate the City and the Owner agree as follows:

SECTION III. INCORPORATIONS OF RECITALS. The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

SECTION IV. INTENT. Subject to the Conditions Precedent set forth in Section V below, the City is prepared to commit to the incentives under the terms and conditions hereinafter set forth to induce and assist in the Project.

SECTION V. CONDITIONS PRECEDENT

All undertakings on the part of the City pursuant to the Agreement are subject to the satisfaction of the following conditions:

A. The plans for building and signage improvements constituting the Project will have been approved by the City as required by law and as provided in City ordinances.

B. Owner will have completed the modifications and enhancements included in the Project Budget set forth on **Exhibit B** and City has closed the permit for the Project.

C. Owner will have demonstrated to the reasonable satisfaction of the City that it has contributed up to approximately \$ **970,719** toward the Project Budget set forth on **Exhibit B** prior to seeking any reimbursement. Following completion of improvements, Owner shall provide City with any documentation necessary to establish its Reimbursable Improvement Costs as defined in **Exhibit C** hereto. Such documentation shall include, but shall not be limited to, written proof of City inspections indicating code compliance (or no violations of codes) and/or compliance with approved plans, as applicable, and proof that the persons making such improvements have been paid in full. Such reimbursement must be sought on or before September 1, 2025.

SECTION VI. REIMBURSEMENT PROCEDURES

The City shall contribute, as a grant, to the cost of the life safety and adaptive reuse improvements of the property in an amount equal to 80% (eighty percent) but not to exceed **\$ 38,608** of the Project cost as set out in **Exhibit C**. The City will provide this grant award upon completion of all building and site improvements evidenced by the closing of the permit by the City for the Project. The Owner shall submit to the City a verified statement, in such detail that is satisfactory to the City, showing proof of payment for the full cost of all work and labor, and/or of each separate component amount due to the contractor(s) involved in furnishing labor, materials, or equipment in said work, and/or component part. The City shall, upon receipt of said proof of payment, issue payment to the Owner. Such payment must be applied for before September 1, 2025 and issued prior to December 31, 2025. The City shall diligently process payment of the Grant to Owner within a reasonable time after submission of all documentation in support to fit Reimbursement Improvement Costs.

SECTION VII. TERM

The period of payment to Owner shall commence on the date that the Owner received documentation of final inspection and permit closure thereafter until December 31, 2025.

SECTION VIII. ADDITIONAL COVENANTS

A. Time: Time is of the essence unless otherwise stated in this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.

B. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the City and Owner and their respective successors and assigns. Notwithstanding anything herein to the contrary, the rights and benefits of this Agreement shall remain personal to Owner provided, however, Owner may assign, without release of Owner its duties, obligations and benefits to any entity which meets the standards for transfer, conveyance or sale set forth below, and City shall direct such reimbursement payments in accordance with any assignment notice to be provided by Owner to City within thirty (30) days of such assignment.

C. Law Governing: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

D. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the City does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions continued herein.

E. Notices: All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To the OWNER

Nick Nicolaou and Jim Nicolaou
702 Chase Lane
Lombard, IL 60148

To the CITY:

City Administrator
22 South First Street
Geneva, IL Illinois 60134
Phone: (630) 232-7494

With copies to:

City Clerk
22 South First Street
Geneva, Illinois 60134

City Attorney
22 South First Street
Geneva, Illinois 60134

F. Authority to Execute: The signatories of the parties hereto have been authorized by the corporate authorities of the City and the Owner to execute this Agreement on their behalf.

G. Successors and Assigns. All the terms and provisions of this Agreement will be binding on and inure to the benefit of all of the successors and assigns of the parties hereto.

H. Third-Party Beneficiaries. The City and the Owner agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third-party beneficiary. Except as otherwise provided herein, no third party will have any rights or claims against the City arising from this Agreement.

I. Limitation of Liability. Notwithstanding anything herein to the contrary by implication or otherwise, any obligations of the City created by or arising out of this Agreement will not be a general debt of the City on or a charge against its general credit or taxing powers but will be payable solely out of the Coronavirus State and Local Fiscal Recovery Funds as set forth in Section I. No recourse will be had for any payment pursuant to this Agreement against any officer, employee, attorney, or elected or appointed official, past, present, or future, of the City.

J. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party

to this Agreement to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other party imposed will not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, which will continue in full force and effect.

K. Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the Owner and the City relative to the subject matter thereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement will be binding on the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. However, whenever under the provisions of this Agreement any notice or consent of the City or the Owner is required, or the City or the Owner is required to agree or to take some action at the request of the other, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the Mayor or his or her designee and for the Owner by any officer or employee as the Owner so authorizes.

L. Counterparts. This Agreement may be executed in two or more counterparts, each of which taken together will constitute one of the same instrument.

M. Default. In the event of any material default under or violation of this Agreement, the party not in default or violation will serve written notice on the party or parties in default or violation, which notice will be in writing and will specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within 30 days after receipt of written notice of such default, provided that said 30-day period will be extended (a) if the alleged violation or default is not reasonably susceptible to being cured within this 30-day period, (b) if the party in default has promptly initiated a cure of the violation or default, and (c) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown below.

APPROVED BY the City of Geneva, Kane County, Illinois, by Resolution No. 2024-____, on the _____ day of _____, 2024.

CITY OF GENEVA,
an Illinois Municipal Corporation

Stephanie K. Dawkins
City Administrator

ATTEST:

City Clerk

OWNER:

Nick Nicolaou

Jim Nicolaou

EXHIBIT A: LEGAL DESCRIPTION

Lot 5 in block 4 of Howard and Bairds addition to Geneva, as amended by IRA Minard; in the city of Geneva, Kane County, Illinois excepting therefrom that part taken for road purposes per document 2024K032428.
(Insert)

PIN 12-02-376-008

Commonly known as: 427 E. State, Geneva, IL 60134

EXHIBIT B: PROJECT BUDGET

Property Acquisition	\$282,172
Builder's Risk Insurance	4,520
Architecture and Structural Engineering	12,000
Civil Engineering	16,600
Carpentry	358,723
Plumbing	39,970
Equipment and Fixtures	104,518
Kitchen Exhaust Hood	33,625
Fire Alarm	12,500
HVAC Equipment	27,000
Signage	21,702
Ansul System	11,289
Awning and Canopy	15,700
Alarm System	400
Landscaping	30,000
TOTAL	\$970,719

EXHIBIT C: REIMBURSEABLE PROJECT COST

ADA Bathroom	\$35,760
Fire Alarm	12, 500
TOTAL	\$48,260

Owner shall be entitled to receive 80% of amounts contributed up to the Reimbursable Improvement Costs in accordance with the terms of the Agreement, even if it contributes less than the full amount of the Reimbursable Improvement Costs. Applicable line items may increase or decrease within the Project budget.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Economic Development Incentive Agreement Goodlove, LLC For 101 S. Third Street		
Presenter & Title:	Cathleen Tymoszenko, Economic Development Director		
Date:	December 16, 2024		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EV:II			
Estimated Cost: \$ 14,000	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>Goodlove, LLC (Developer), recently purchased the property at 101 S. Third. The subject property is improved with a two-story frame building that is currently used by Odalisque and Artemisia. The Developer has plans to restore the balcony and upgrade the electric in the future but is not currently positioned to consider these improvements at this time. Therefore, the first phase of improvements aim to improve the exterior and the interior existing retail spaces. Proposed exterior enhancements include replacing signage, lighting, doors, hardware and landscaping. Proposed interior improvements include replacing flooring materials, doors, hardware, handrails, remodeling bathrooms and upgrading the kitchenette and updating smoke detectors and switches. The estimated total project costs including acquisition are about \$901,000.</p> <p>In keeping with prior determinations for expenditures of American Rescue Plan Act Funds set aside for Historic Preservation and Adaptive Reuse, we recommend a grant award for \$14,000. This amount is 80% of applicable exterior and interior costs and is under 2% of the total project costs including acquisition. This grant amount will be taken into consideration during a review of any future request for assistance.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution and Economic Development Incentive Agreement 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (Mayor and City Council)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Approve Resolution Authorizing Economic Development Incentive Agreement between City of Geneva and Goodlove, LLC for 101 S. Third Street.			

RESOLUTION NO. 2024 - 136

**RESOLUTION AUTHORIZING EXECUTION OF
AN ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN
CITY OF GENEVA AND GOODLOVE, LLC
FOR 101 S. THIRD, GENEVA, IL**

BE IT RESOLVED BY THE CORPORATE AUTHORIES OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, An Economic Incentive Agreement by and between City of Geneva and Goodlove, LLC in the form attached hereto at Exhibit “A”, relating to the improvements at 101 S. Third Street, Geneva IL.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the Mayor and City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2024

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Mayor

ATTEST:

City Clerk

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

By and Between

CITY OF GENEVA AND GOODLOVE, LLC

FOR 101 S. THIRD STREET, GENEVA, IL.

This Agreement is entered into this day of , 2024, by the City of Geneva, Kane County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "City" or "corporate authorities"); Goodlove, LLC an Illinois Limited Liability Company ("Owner"). The City and the Owner are collectively referred to as the "Parties."

Pursuant to the provisions of statutes and Government Funds and Plans (as hereinafter defined) and the Illinois Constitution of 1970, and in consideration of the Findings set forth below, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION I. AUTHORITY

The authority for the Parties to enter into this Agreement is:

A. As a non-home rule unit of government the City's authority is expressly limited by Article VII, Section 7 of the Illinois Constitution of 1970, which provides in part that non-home rule units of government shall only have powers granted to them by law.

B. Accordingly, under Illinois law (65 ILCS 5/8-1-2.5) the corporate authorities may enter into an economic incentive agreement relating to the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

C. The Coronavirus State and Local Fiscal Recovery Funds, a part of the federal American Rescue Plan (known as the Government Funds and Plans), delivered funds to local government to support recovery and to ensure that governments have the resources needed to fight the pandemic, support families and businesses, maintain public service and build a strong, resilient

and equitable economy by making investments that support long-term growth and opportunity. In keeping with this goal and the U.S. Department of the Treasury Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule issued in January 2022 and amended in 2023, the City Council of the City of Geneva has determined that a portion of the City of Geneva's American Rescue Plan will be used to support investment in historic downtown Geneva.

SECTION II. FINDINGS

In accordance with the statutory provisions cited above as well as the City Council's intended use of Government Funds and Plans referenced above, the factors of consideration that have resulted in this Agreement are the following:

A. The Owner is the legal owner of certain real property ("Property") located within the boundaries of the City, commonly known as 101 S. Third Street, Geneva, Illinois 60134. The Property is improved with a two-story building consisting of approximately 3,426 square feet and partial basement of approximately 1,120 square feet and is located in an established downtown commercial area at the primary intersection of Third and James Streets. The Property is legally described in **Exhibit A**.

B. The building was constructed in 1860 and is identified as a Contributing Property in the Central Historic District, part of the National Register of Historic Places. The structure is noted for significance in relation to individuals, architectural style, and community development, particularly during Geneva's Early Settlement Period (1837-1857).

C. The Owner is proposing to undertake extensive capital investment to modernize the retail space for existing and future tenants. Improvements include but are not limited to replacing exterior doors, floor structures, handrails, posts, steps/stairs/landings, bathroom remodeling and fire prevention. Total project costs including acquisition costs represent a total investment of **\$901,000** as detailed in **Exhibit B**.

E. The corporate authorities finds that the Property, as it exists on the date of this Agreement, will benefit from continued investment and that the Project requires assistance from

the City in order to complete the improvements and it is in the City of Geneva's best interest to enter into this Agreement in order to have the Property enhanced in accordance with the Project. The City will contribute a grant award for **\$14,000** that is 80% of Reimbursable Costs as detailed in **Exhibit C**. The grant award will be provided on a reimbursement basis.

F. The Parties acknowledge that the Project may require municipal reviews and approvals that may include the Plan and Zoning Commission, the Historic Preservation Commission and City Council.

G. The Owner is seeking economic assistance from the City in order to complete the Project and has demonstrated that without the economic assistance to be given by the City the Project as contemplated by the Project Budget would not be economically viable; and

H. The corporate authorities finds that the Owner has demonstrated that if the Project expenditures are made, the commercial space will become more viable and will continue to be leasable and occupied; and

I. The corporate authorities also finds that Owner is a recognized and established Owner of commercial lease space and has provided specific evidence of equity financing for not less than 10% of the total project costs; and

J. The corporate authorities finds that completing the Project requires assistance from the City in order to complete the improvements and it is in the City of Geneva's best interest to enter into this Agreement in order to have the Property modified in accordance with the Project, that the Project will increase employment opportunities in the City, strengthen the commercial sector of the City and enhance the tax base of the City.

K. Pursuant to the 65 ILCS 5/8-11-20, the City Council of the City has made the following findings with respect to the Project:

- i. The Project is expected to create or retain job opportunities within the City.

- ii. The Project will serve to further the development of adjacent areas.
- iii. The Owner meets high standards of creditworthiness and financial strength, as demonstrated by specific evidence of equity financing for not less than 10% of the total project costs.
- iv. The Project will strengthen the commercial sector of the City.
- v. The Project will enhance the tax base of the City.
- vi. This Agreement is made in the best interest of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate the City and the Owner agree as follows:

SECTION III. INCORPORATIONS OF RECITALS.

The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

SECTION IV. INTENT.

Subject to the Conditions Precedent set forth in Section V below, the City is prepared to commit to the incentives under the terms and conditions hereinafter set forth to induce and assist in the Project.

SECTION V. CONDITIONS PRECEDENT

All undertakings on the part of the City pursuant to the Agreement are subject to the satisfaction of the following conditions:

A. The plans for building and signage improvements constituting the Project will have been approved by the City as required by law and as provided in City ordinances.

B. Owner will have completed the modifications and enhancements included in the Project Budget set forth on Exhibit B and City has closed the permit for the Project.

C. Owner will have demonstrated to the reasonable satisfaction of the City that it has contributed approximately \$ 51,000 (or more than such amount) toward the Project Budget set forth on Exhibit B prior to seeking any reimbursement. Following completion of improvements, Owner shall provide City with any documentation necessary to establish its Reimbursable Improvement Costs as defined in Exhibit C hereto. Such documentation shall include, but shall not be limited to, written proof of City inspections indicating code compliance (or no violations of codes) and/or compliance with approved plans, as applicable, and proof that the persons making such improvements have been paid in full. Such reimbursement must be sought on or before September 1, 2025.

SECTION VI. REIMBURSEMENT PROCEDURES

The City shall contribute, as a grant, to the cost of the historic renovation and adaptive reuse of the building in an amount equal to 80% (eighty percent) but not to exceed \$ 14,000 of the Reimbursable Project cost as set out in Exhibit C. The CITY will provide this grant award upon completion of all building and site improvements evidenced by the closing of the permit by the City for the Project. The Owner shall submit to the City a verified statement, in such detail that is satisfactory to the City, showing proof of payment for the full cost of all work and labor, and/or of each separate component amount due to the contractor(s) involved in furnishing labor, materials, or equipment in said work, and/or component part. The City shall, upon receipt of said proof of payment, issue payment to the Owner. Such payment must be applied for before September 1, 2025 and issued prior to December 31, 2025. The City shall diligently process payment of the Grant to Owner within a reasonable time after submission of all documentation in support to fits Reimbursement Improvement Costs.

SECTION VII. TERM

The period of payment to Owner shall commence on the date that the Owner received documentation of final inspection and permit closure thereafter until December 31, 2025.

SECTION VIII. ADDITIONAL COVENANTS

A. Time: Time is of the essence unless otherwise stated in this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.

B. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the City and Owner and their respective successors and assigns. Notwithstanding anything herein to the contrary, the rights and benefits of this Agreement shall remain personal to Owner, provided, however, Owner may assign its duties, obligations and benefits to any entity which meets the standards for transfer, conveyance or sale set forth below, and City shall direct such reimbursement payments in accordance with any assignment notice to be provided by Owner to City within thirty (30) days of such assignment.

C. Law Governing: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

D. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the City does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions continued herein.

E. Notices: All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To the DEVELOPER:

Goodlove, LLC
 5N828 Elm
 Wayne, IL 60134
 Phone: (773) 491-1863

To the CITY:

City Administrator
 22 South First Street
 Geneva, IL Illinois 60134
 Phone: (630) 232-7494

With copies to:

City Clerk
 22 South First Street
 Geneva, Illinois 60134

City Attorney
 22 South First Street
 Geneva, Illinois 60134

F. Authority to Execute: The signatories of the parties hereto have been authorized by the corporate authorities of the City and the Developer to execute this Agreement on their behalf.

G. Successors and Assigns. All the terms and provisions of this Agreement will be binding on and inure to the benefit of all of the successors and assigns of the parties hereto.

H. Third-Party Beneficiaries. The City and the Developer agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third-party beneficiary. Except as otherwise provided herein, no third party will have any rights or claims against the City arising from this Agreement.

I. Limitation of Liability. Notwithstanding anything herein to the contrary by implication or otherwise, any obligations of the City created by or arising out of this Agreement will not be a general debt of the City on or a charge against its general credit or taxing powers but will be payable solely out of the Coronavirus State and Local Fiscal Recovery Funds as set forth in Section I. No recourse will be had for any payment pursuant to this Agreement against any officer, employee, attorney, or elected or appointed official, past, present, or future of the City,

J. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist on the strict and prompt performance of the terms,

covenants, agreements, and conditions herein contained, or any of them, on any other party imposed will not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, which will continue in full force and effect.

K. Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the Developer and the City relative to the subject matter thereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement will be binding on the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. However, whenever under the provisions of this Agreement any notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the Mayor or his or her designee and for the Developer by any officer or employee as the Developer so authorizes.

L. Counterparts. This Agreement may be executed in two or more counterparts, each of which taken together will constitute one of the same instrument.

M. Default. In the event of any material default under or violation of this Agreement, the party not in default or violation will serve written notice on the party or parties in default or violation, which notice will be in writing and will specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within 30 days after receipt of written notice of such default, provided that said 30-day period will be extended (a) if the alleged violation or default is not reasonably susceptible to being cured within this 30-day period, (b) if the party in default has promptly initiated a cure of the violation or default, and (c) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown below.

APPROVED BY the City of Geneva, Kane County, Illinois, by Resolution No. 2024-

_____, on the _____ day of _____, 2024.

CITY OF GENEVA,
an Illinois Municipal Corporation

Stephanie K. Dawkins
City Administrator

ATTEST:

City Clerk

OWNER:

Goodlove, an Illinois Limited Liability Company

Caroline Scheeler, Manager

EXHIBIT A: LEGAL DESCRIPTION

THE NORTH 50 FEET OF LOT 5 IN BLOCK 56 OF THE ORIGINAL TOWN OF GENEVA,
KANE COUNTY, ILLINOIS.

PIN 12-03-453-001

Commonly Known As: 101 S. Third, Geneva, IL 60134

EXHIBIT B: TOTAL PROJECT BUDGET

Property Acquisition	\$850,000
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Construction Costs

Exterior	9,000
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Interior First Floor	13,000
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Interior Second Floor	<u>29,000</u>
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TOTAL	\$51,000
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EXHIBIT C: REIMBURSEABLE PROJECT COST

Exterior- Doors, lighting, hardware	\$5,500
Handrails and Newel Posts at all steps/Stairs/landings	3,000
Remodel Bathroom (sink, toilet, lighting, flooring)	4,000
Remodel Bathroom second floor	4,000
Update Smoke Detectors and Switches	1,000
TOTAL	\$17,500

Developer shall be entitled to receive 80% of amounts contributed up to the Reimbursable Improvement Costs in accordance with the terms of the Agreement. Applicable line items may increase or decrease within the Project budget.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Purchase Downtown Scarborough Litters (Trash Cans)		
Presenter & Title:	Cathleen Tymoszenko, Director of Economic Development Nate Landers, Assistant Public Works Director		
Date:	December 2, 2024		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EV-III			
Estimated Cost: \$52,410	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>Several of the downtown litter receptacles have exceeded life expectancy and are in poor condition with missing elements, rust, peeling paint, etc. Replacement of approximately 35 units is proposed as an expenditure of American Rescue Plan Act funds (ARPA). Replacement will prioritize State Street and Third Street where some of the most concerning units exist. Landscape Forms is the local supplier as identified by Public Works to provide the style of receptacle we need to match the downtown streetscape.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Approve Resolution Authorizing Purchase of Scarborough Litters from Landscape Forms at a cost not to exceed \$52,410.</p>			

RESOLUTION NO. 2024 - 137

**RESOLUTION AUTHORIZING PURCHASE OF
SCARBOROUGH LITTERS FROM LANDSCAPE FORMS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to purchase, on behalf of the City of Geneva, Scarborough Litters (trashcans) from Landscape Forms, Exhibit A, in an amount not to exceed \$52,410.00, for placement downtown.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2024.

AYES: __ **NAYS:** __ **ABSENT:** __ **ABSTAINING:** __ **HOLDING OFFICE:** __

Approved by me this ____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Quote

Date: 11/21/2024
 LF Quote#: 0000425575
 PO#:

Project: City of Geneva - Scarborough Litters 2024

Bill To: City of Geneva
 ATTN: Cathleen Tymoszenko
 1800 South St.
 Geneva, IL 60134-2547

CORPORATE
 7800 E. Michigan Avenue
 Kalamazoo, MI 49048-9543
 P: 800.521.2546 F: 269.381.3455
 www.landscapeforms.com
 Federal I.D.# 38-1897577
 FSC# NC-COC-001261

Ship To: City of Geneva
 ATTN: Cathleen Tymoszenko
 1800 South St.
 Geneva, IL 60134-2547

Ship To Contact Phone:630.232.7449
 Ship Via: Common Carrier
 F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

___ Ship immediately upon completion
 OR Ship On/After the date:_____

35	Scarborough Litter Style: <i>Top Opening, 30 gal. capacity</i> Side Panel: <i>Vertical Strap</i> Powdercoat Color: <i>Gloss Black</i> Liner Color: <i>Black</i> Standard Features: <i>Freestanding/Surface Mountable</i> Standard Liner: <i>30 gallon Polyethylene Liner</i>	\$ 1,380.00	\$ 48,300.00
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Item Total	\$ 48,300.00
Shipping & Handling	\$ 4,110.00
Sub Total	\$ 52,410.00
Estimated Tax	\$ 0.00
Document Total	\$ 52,410.00

Payment Terms: NET 30 DAYS

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

Cust #: 70311
 SSR: Emily Smith
 Rep: Illinois Wisconsin Team, ILWC01

Landscape Forms Customer Service

Purchaser

Seller

Quote

Date: 11/21/2024

LF Quote#: 0000425575

PO#:

Project: City of Geneva - Scarborough Litters 2024

Bill To: City of Geneva
ATTN: Cathleen Tymoszenko
1800 South St.
Geneva, IL 60134-2547

Ship To: City of Geneva
ATTN: Cathleen Tymoszenko
1800 South St.
Geneva, IL 60134-2547

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To Contact Phone:630.232.7449

Ship Via: Common Carrier

F.O.B.: Destination

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.

Page: 2 of 3

Cust #: 70311
SSR: Emily Smith
Rep: Illinois Wisconsin Team, ILWC01

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 11/21/2024

LF Quote#: 0000425575

PO#:

Project: City of Geneva - Scarborough Litters 2024

Bill To: City of Geneva
ATTN: Cathleen Tymoszenko
1800 South St.
Geneva, IL 60134-2547

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
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ATTN: Cathleen Tymoszenko
1800 South St.
Geneva, IL 60134-2547

Ship To Contact Phone:630.232.7449
Ship Via: Common Carrier
F.O.B.: Destination

- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Cust #: 70311
SSR: Emily Smith
Rep: Illinois Wisconsin Team, ILWC01

Landscape Forms Customer Service

Purchaser

Seller



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Economic Development Incentive Agreement with Owner 101-105 W. State		
Presenter & Title:	Cathleen Tymoszenko, Economic Development Director		
Date:	December 16, 2024		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EV-II			
Estimated Cost: \$ 138,800	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The property known as the Little Owl is again under contract with a new investment entity and plans are underway to create a new dining concept as envisioned by K.C. Gulbro (FoxFire and Cooper Fox) who will lease the property to provide a restaurant focused on providing menu options for patrons with food allergies.</p> <p>The project team is currently working to finalize plans to retrofit the space and advised that they plan to adopt the façade elevations as previously proposed. In keeping with prior determinations for expenditures of American Rescue Plan Act Funds set aside for Historic Preservation and Adaptive Reuse, we recommend that the previously approved grant award for \$138,800 be reinstated to further the completion of this project. The contract purchaser has also expressed a goal to reinstate the sales tax rebate that was in place for the prior project. This request will need to be further analyzed and presented later.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution and Economic Development Incentive Agreement 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (Mayor and City Council)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Approve Resolution Authorizing Economic Development Incentive Agreement between City of Geneva and Owner of 101-105 W. State Street.			

RESOLUTION NO. 2024 - 138

**RESOLUTION AUTHORIZING EXECUTION OF
AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
BY AND BETWEEN CITY OF GENEVA AND THE OWNER OF
101-105 W. STATE, GENEVA IL**

**BE IT RESOLVED BY THE CORPORATE AUTHORIES OF THE CITY OF
GENEVA, KANE COUNTY, ILLINOIS, as follows:**

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, An Economic Development Incentive Agreement by and between City of Geneva and the current or successor property owner in the form attached hereto at Exhibit "A", relating to historic preservation at 101-105 W. State Street, Geneva IL.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the Mayor and City Council of the City of Geneva, Kane County, Illinois, this ___ day of _____, 2024

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Mayor

ATTEST:

City Clerk

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

By and Between

CITY OF GENEVA AND OWNER OF 101-105 W. STATE, GENEVA, IL.

This Agreement is entered into this _____ day of _____, 2024, by the City of Geneva, Kane County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "City" or "corporate authorities"); and the legal owner of 101- 105 W. State (hereinafter referred to as "Owner"). The City and the Owner are collectively referred to as the "Parties."

Pursuant to the provisions of statutes and Government Funds and Plans (as hereinafter defined) and the Illinois Constitution of 1970, and in consideration of the Findings set forth below, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION I. AUTHORITY

The authority for the Parties to enter into this Agreement is:

A. As a non-home rule unit of government the City's authority is expressly limited by Article VII, Section 7 of the Illinois Constitution of 1970, which provides in part that non-home rule units of government shall only have powers granted to them by law.

B. Accordingly, under Illinois law (65 ILCS 5/8-1-2.5) the corporate authorities may enter into an economic incentive agreement relating to the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

C. The Coronavirus State and Local Fiscal Recovery Funds, a part of the federal American Rescue Plan (known as the Government Funds and Plans), delivered funds to local government to support recovery and to ensure that governments have the resources needed to fight the pandemic, support families and businesses, maintain public service and build a strong, resilient and equitable economy by making investments that support long-term growth and opportunity. In

keeping with this goal and the U.S. Department of the Treasury Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule issued in January 2022 and amended in 2023, the City Council of the City of Geneva has determined that a portion of the City of Geneva's American Rescue Plan will be used to support investment in historic downtown Geneva.

SECTION II. FINDINGS

In accordance with the statutory provisions cited above as well as the City Council's intended use of Government Funds and Plans referenced above, the factors of consideration that have resulted in this Agreement are the following:

A. The Owner is the legal owner of certain real property ("Property") located within the boundaries of the City, commonly known as 101-105 W. State Street, Geneva, Illinois 60134, and legally described in **Exhibit "A"**. The Property is improved with a two-story brick and block building consisting of approximately 9,014 square feet ("Building"). The Building is located in an established downtown commercial area at the intersection of two well-traveled State highways.

B. The property is identified as a Significant property within the local historic district and as a Contributing property in the Central Geneva Historic District, listed in the National Register of Historic Places.

C. The Property was once fully occupied by Little Owl restaurant and tavern since 1947. It was later expanded to add the Flagstaff, a craft drink establishment in 2007. The Little Owl and Flagstaff business closed in August of 2019. The Property has remained significantly unoccupied or underutilized since 2019.

D. The OWNER, its successors or assigns is proposing to complete interior and exterior renovations to provide for a new commercial tenant.

E. The corporate authorities further finds that the Property, as it exists on the date of this Agreement, requires certain site and building improvements to meet the specifications and occupancy requirements.

F. The Parties acknowledge that the Project may require municipal reviews and approvals by the City's Planning and Zoning Commission, the Historic Preservation Commission and City Council.

G. The Owner is seeking economic assistance from the City in order to complete improvements and has demonstrated that without the economic assistance to be given by the City the Project would not be economically viable; and

H. The corporate authorities finds that the Owner has demonstrated that if the Project expenditures are made, the vacant commercial space will become leasable and occupied; and

I. The corporate authorities also finds that Owner is a recognized and established owner of commercial lease space and has provided specific evidence of equity financing for not less than 10% of the total project costs; and

J. The corporate authorities finds that it is in the City of Geneva's best interest to enter into this Agreement in order to have the Property improved and reoccupied to increase employment opportunities in the City, to strengthen the commercial sector of the City and enhance the tax base of the City.

K. Pursuant to the 65 ILCS 5/8-11-20, the City Council of the City has made the following findings with respect to the Project:

- i. The Project is expected to create or retain job opportunities within the City.
- ii. The Project will serve to further the development of adjacent areas.
- iii. Without this Agreement, the Project would not be possible.
- iv. The Owner meets high standards of creditworthiness and financial strength, as demonstrated by specific evidence of equity financing for not less than 10% of the total project costs.

- v. The Project will strengthen the commercial sector of the City.
- vi. The Project will enhance the tax base of the City.
- vii. This Agreement is made in the best interest of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate the City and the Owner agree as follows:

SECTION III. INCORPORATIONS OF RECITALS. The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

SECTION IV. INTENT. Subject to the Conditions Precedent set forth in Section V below, the CITY is prepared to commit to the incentives under the terms and conditions hereinafter set forth to induce and assist in the Project.

SECTION V. DEFINITIONS. For the purpose of this Agreement, the use of the terms not otherwise defined herein will have the following meanings: “Maximum Payment” means the amount of **\$ 138,800.**

SECTION VI. CONDITIONS PRECEDENT

All undertakings on the part of the City pursuant to the Agreement are subject to the satisfaction of the following conditions:

A. Plans for the exterior renovation of the façade will have been approved by the City as required by law and as provided in City ordinances.

B. Owner will have completed the façade modifications set forth on **Exhibit “B”** and the City has approved and closed the building permit.

C. Owner shall provide City with any documentation necessary to establish its

Reimbursable Improvement Costs as defined in **Exhibit “B”** hereto. Such documentation shall include, but shall not be limited to, written proof of City inspections indicating code compliance (or no violations of codes) and/or compliance with approved plans, as applicable, and a verified statement showing proof that the persons making such improvements have been paid in full. Such reimbursement must be sought on or before November 1, 2025.

SECTION VII. REIMBURSEMENT PROCEDURES

Upon the satisfaction of the Conditions Precedent set forth in Section V above, the OWNER shall be provided a grant to cover the cost of the historic renovation of the property in an amount equal to 80% (eighty percent) but not to exceed **\$138,800** of the Façade upgrades as set out in **Exhibit “B”**. This grant will be reimbursed one time only. The City will provide this grant award upon completion of the Façade improvements and finalization of the building permit. The City shall, upon receipt of said proof of payment, issue a check to the Owner in payment of the portion of façade and site preparation improvements. Such payment must be applied for before November 1, 2025 and issued prior to December 31, 2025.

SECTION VIII. ADDITIONAL COVENANTS

A. Time: Time is of the essence unless otherwise stated in this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.

B. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the City and Owner and their respective successors and assigns. Notwithstanding anything herein to the contrary, the rights and benefits of this Agreement shall remain personal to Owner, provided, however, Owner may assign its duties, obligations and benefits to any entity which meets the standards for transfer, conveyance or sale set forth below, and City shall direct such reimbursement payments in accordance with any assignment notice to be provided by Owner to City within thirty (30) days of such assignment.

C. Law Governing: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

D. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the City does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions continued herein.

E. Notices: All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To the OWNER:

To the CITY:

City Administrator
22 South First Street
Geneva, IL Illinois 60134
Phone: (630) 232-7494

With copies to:

City Clerk
22 South First Street
Geneva, Illinois 60134

City Attorney
22 South First Street
Geneva, Illinois 60134

F. Authority to Execute: The signatories of the parties hereto have been authorized by the corporate authorities of the City and the Owner to execute this Agreement on their behalf.

G. Successors and Assigns. All the terms and provisions of this Agreement will be binding on and inure to the benefit of all of the successors and assigns of the parties hereto. The Agreement must be assigned to any future Owner at closing if the property is transferred prior to the completion of the work.

H. Third-Party Beneficiaries. The City and the Owner agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third-party beneficiary. Except as otherwise provided herein, no third party will have any rights or claims against the City arising from this Agreement.

I. Limitation of Liability. Notwithstanding anything herein to the contrary by implication or otherwise, any obligations of the City created by or arising out of this Agreement will not be a general debt of the City on or a charge against its general credit or taxing powers but will be payable solely out of the Coronavirus State and Local Fiscal Recovery Funds as set forth in Section I. No recourse will be had for any payment pursuant to this Agreement against any officer, employee, attorney, or elected or appointed official, past, present, or future, of the City.

J. No Waiver or Relinquishment of Right To Enforce Agreement. Failure of any party to this Agreement to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other party imposed will not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, which will continue in full force and effect.

K. Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the Owner and the City relative to the subject matter thereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement will be binding on the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. However, whenever under the provisions of this Agreement any notice or consent of the City or the Owner is required, or the City or the Owner is required to agree or to take some action at the request of the other, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the City Administrator or designee and for the Owner by any officer or employee as the Owner so authorizes.

L. Counterparts. This Agreement may be executed in two or more counterparts, each of which taken together will constitute one of the same instrument.

M. Default. In the event of any material default under or violation of this Agreement, the party not in default or violation will serve written notice on the party or parties in default or violation, which notice will be in writing and will specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within 30 days after receipt of written notice of such default, provided that said 30-day period will be extended (a) if the alleged violation or default is not reasonably susceptible to being cured within this 30-day period, (b) if the party in default has promptly initiated a cure of the violation or default, and (c) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown above.

APPROVED BY the City of Geneva, Kane County, Illinois, by Resolution No. 2024-_____, on the _____ day of _____, 2024.

CITY OF GENEVA, an Illinois
Municipal Corporation

Stephanie K. Dawkins
City Administrator

ATTEST:

City Clerk

OWNER:

EXHIBIT A: LEGAL DESCRIPTION

THE SOUTHERLY 90 FEET OF LOT 1 AND SOUTHERLY 90 FEET OF THE EASTERLY 2 FEET, 4 INCHES OF LOT 2 IN BLOCK 28 OF THE ORIGINAL TOWN OF GENEVA, IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS

PIN 12-03-430-017

Commonly known as: 101-105 W. State Street, Geneva, IL 60134

EXHIBIT B: REIMBURSEABLE PROJECT COST

Wash masonry, repair or replace damaged brick, remove all patchwork and repair, grind and paint deteriorated and cracked mortar joints, remove and repair the wall of foreign objects, replace eight windowsills with bush hammered Lannon stone.	59,000
Remove existing brickmold from south elevation windows, install custom-made brickmold.	9,000
Scrape, repair, and paint eight windows, two lintels, eight-pediment window heads decorative gable and building cornice system.	19,500
Stabilize east lintel with tiebacks, provide a structural saddle at the west lintel for interior support beam.	7,500
Remove and replace existing storefront, modify columns, bulkhead, entrance ramp, doorway and railing at new ramp.	53,500
Repair Masonry (southeast).	25,000
TOTAL	173,500

Owner shall be entitled to receive 80% of amounts contributed up to the Reimbursable Improvement Costs in accordance with the terms of the Agreement, even if it contributes less than the full amount of the Reimbursable Improvement Costs. Applicable line items may increase or decrease within the Project Budget.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Change Order #4 - East State Street Phase II Engineering Contract Bollinger, Lach & Associates, Inc.		
Presenter & Title:	Richard Babica		
Date:	December 16, 2024		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS-II, EMS-III, ES-I, ES-II, EV-II & QL-I			
Estimated Cost: \$228,955.00	Budgeted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded: TIF#2, TIF#3, and Infrastructure Capital Funds</i>			
Executive Summary:			
<p>At the January 22, 2013 City Council Meeting, the city entered into a Professional Engineering Agreement with Bollinger, Lach & Associates, Inc. (BLA) to provide design services for the Phase II portion of the East State Street Construction Project in the amount not to exceed \$909,252.52. The City Council has since approved change orders for Land Acquisition Services, to conduct a Public Information Meeting in accordance with IDOT mandates, and additional land acquisition activities increasing the contract value to \$1,416,648.52. Attached for your review is Change Order #4 to re-design the placement of the City Water Main to accommodate AT&T infrastructure that they have declined to relocate. This re-design must be completed by January 8, 2024 to ensure meeting the publication requirements for the IDOT March 2025 Bid Letting.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Addendum/Change Order #4 Bollinger, Lach and Associates dated December 11, 2024 			
Voting Requirements:			
<i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Recommend approval of a Resolution Authorizing the City Administrator to execute Change Order #4 with Bollinger, Lach, & Associates, Inc. of Itasca, Illinois in the amount of \$228,955.00 increasing the overall contract to the amount not to exceed of \$1,645,603.52.			

RESOLUTION NO. 2024-139**RESOLUTION AUTHORIZING EXECUTION OF
CHANGE ORDER NUMBER THREE FOR THE
EAST STATE STREET PHASE II
PROFFESIONAL ENGINEERING SERVICES AGREEMENT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Council of the City of Geneva, Kane County, Illinois on January 22, 2013 entered into a contract with Bollinger, Lach, & Associates, Inc. of Itasca, Illinois, (the "Contractor") that exceeded \$10,000.

SECTION 2: Pursuant to the terms of the Agreement, the Contractor agreed to complete the Professional Engineering Agreement for the Phase II Design Services for East State Street at a cost not to exceed of \$909,252.52.

SECTION 3: That on August 17, 2020 Change Order #1 was approved by the City Council increasing the contract to \$1,348,300.52.

SECTION 4: That on July 19, 2021 Change Order #2 was approved by the City Council increasing the contract value to \$1,361,538.52.

SECTION 5: That on February 5, 2024 Change Order #3 was approved by the City Council increasing the contract value to \$1,416,648.52.

SECTION 5: That these Agreement were approved by the City Council and the scope of services to be provided by the Contractor needs to be increased, necessitating a contract modification in the Agreement.

SECTION 6: The Contractor is to make the changes requested by the City.

SECTION 7: Pursuant to 720 ILCS 5/33E-9, Change Orders, the City Council finds (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was entered; and (2) the change is germane to the original Contract as signed, and (3) the change order is in the best interest of the City.

SECTION 8: Whereas, 720 ILCS 5/33E-9 requires that any change order be made in writing.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Geneva, Kane County, Illinois, as follows:

That the provisions outlined in the Change Order #4 as requested by Bollinger, Lach, & Associates dated December 11, 2024, attached hereto, is hereby approved and the City Administrator is authorized to execute these Contract Modifications incorporating said proposal to increase the contract to the amount of \$1,645,603.52.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 24

AYES: __ **NAYS:** __ **ABSENT:** __ **ABSTAINING:** __ **HOLDING OFFICE:** __

Approved by me this ____ day of _____, 24.

Mayor

ATTEST:

City Clerk



December 11, 2024

VIA EMAIL

Rich Babica, Director of Public Works
City of Geneva
1800 South Street - Geneva, Illinois 60134

Re: Professional Engineering Services Proposal
East State Street (IL 38, FAU 0347)
Section 05-00102-00-PV, Project # 04JQ (635), Contract # 61J84
Watermain Redesign for AT&T Facilities

Mr. Babica:

The City of Geneva has requested BLA to perform Phase II engineering services for watermain redesign on East State Street. This work is being performed to avoid conflicts between existing AT&T facilities and the proposed watermain which is in the south parkway. Only work necessary to avoid a conflict between AT&T and the proposed watermain is included. A breakdown of the tasks and manhours is provided below.

ITEM	# OF SHEETS	MANHOURS/ SHEET	TOTAL MANHOURS
PLAN REVISIONS			
<i>Summary of Quantities</i>	25	1	25
<i>Schedule of Quantities</i>	15	2	30
<i>Removal Sheets</i>	10	2	20
<i>Plan and Profile Sheets</i>	20	2	40
<i>Watermain Plan and Profile</i>	11	32	352
<i>Erosion/Landscaping</i>	4	4	16
<i>Maintenance of Traffic Plans</i>	8	12	96
<i>Temporary Traffic Signal Plans</i>	10	2	20
<i>Lighting Plans</i>	16	2	32
<i>Intersection Grading Plans</i>	10	2	20
<i>Cross Sections</i>	68	2	136
<i>Plan Revisions Subtotal</i>			917
OTHER			
<i>Specification</i>			10
<i>Estimate of Cost (Quantity Computations)</i>			120
<i>Comment Revisions</i>			80
<i>Utility Coordination</i>			80
<i>IEPA Permit Revision Coordination</i>			20
<i>Meetings</i>			39
<i>Other Subtotal</i>			219
TOTAL			1,136



Total Fee Proposal

The total lump sum fee for the project encompassing the tasks identified above is \$228,955.00.

BLA can begin work within one week of ACCEPTANCE of this proposal.

Rate Table and Fees

Any items not specifically included in the above scope of work will be considered extra work to be performed at your discretion. Our rates for professional services are as follows:

Principal	\$265.00
Director of Construction Engineering	\$245.00
Director of Preliminary Design Services.....	\$245.00
Director of Structural Engineering	\$235.00
Senior Structural Engineer	\$220.00
Senior Transportation Engineer	\$200.00
Senior Resident Engineer	\$185.00
Director of Design	\$185.00
Director of Municipal Services.....	\$185.00
Senior Project Manager	\$175.00
Senior Drainage Engineer.....	\$170.00
Director of Environmental Services.....	\$160.00
Resident Engineer II.....	\$150.00
Project Manager.....	\$135.00
Resident Engineer I.....	\$125.00
Structural Engineer II	\$120.00
Project Engineer.....	\$115.00
Documentation Engineer.....	\$115.00
Construction Engineer II.....	\$110.00
Structural Engineer I	\$105.00
Public Outreach Coordinator.....	\$105.00
Design Engineer.....	\$95.00
Construction Engineer I.....	\$95.00
Clerical Assistance.....	\$70.00
Engineering Intern.....	\$55.00
Vehicle (per day).....	\$65.00
Vehicle (half-day)	\$32.50
Reimbursable Expenses/Direct Costs.....	as incurred (pass through, no markup)

These rates are based on average hourly rates; invoices will be based on actual rates with a multiplier of 2.65 and are subject to change with annual performance appraisals.

Please let us know if any of the above information is at variance with your instructions. If this correctly reflects your instructions and is acceptable, please sign below and return one copy for our file.

Thank you for requesting BLA to do this work. Should you have any questions or require additional information, please contact us at 630-438-6400.

Mr. Babica
E. State Street Watermain and AT&T Conflict
Page 2 of 3



Sincerely,

BLA, Inc.

A handwritten signature in black ink, appearing to be 'D. Bruckelmeyer', written over a horizontal line.

Daniel B. Bruckelmeyer, P.E.
President and Chief Executive Officer

ACCEPTANCE:

City of Geneva

BY: _____

TITLE: _____

DATE: _____