

Council QA – Feb. 1, 2022

Wednesday, January 26, 2022 3:55 PM

I. CONSENT AGENDA:

1. **22-0097** Approve the regular City Council meeting minutes of January 18, 2022
2. **22-0120** Approve the City Council meeting schedule for February, March and April 2022
3. **22-0087** Approval of Mayoral appointment to the Public Utilities Advisory Board
4. **22-0088** Approve the award of Change Order #1 to Contract 21-192, Hosting Capacity Study to CMY Solutions LLC for an additional year and a new completion date of December 31, 2022
5. **22-0067** Approve the award of Change Order #1 to Contract 21-275, Springbrook Water Reclamation Center Structural Repairs to Crossroad Construction, Inc. for an amount not to exceed \$18,664.70 for a total award of \$148,664.70 and for an additional 59 days
6. **22-0078** Approve the award of Change Order #2 to Contract 21-163, Springbrook Water Reclamation Center Structural Engineering, to Fehr Graham & Associates LLC (formerly Deuchler Engineering Corporation) adding 105 days

Q:	Is any of the work done in-house? If so, can you provide prior staff engineering hours needed to complete the work in-house? Also, please provide the current and upcoming staff hours needed for this task without outside contract support?	Gustin
A:	<p>On this project, work in-house included the creation of the contract documents and the bulk of the construction management and inspection. This contract is for the structural engineering specialty items (288 hours). This is needed because the City does not have an Illinois Licensed Structural Engineer on staff.</p> <p>In addition, the structural engineering consultant assisted City staff with review of the shop drawings and special inspections of the structural items due to staffing constraints. We do not anticipate any additional requests concerning this engineering contract.</p> <p>We estimate that City staff has spent approximately 300 hours to date on this project with an estimated 60-100 hours of additional City staff time to complete the project.</p>	Blenniss

- 7. **22-0034** Approve the award of Option Year Three to Contract 17-133, Land Surveying Services, to Christopher B. Burke Engineering, Engineering Resource Associates, Farnsworth Group, Hampton, Lenzini and Renwick, Inc., Ridgeline Consultants and Robinson Engineering for an amount not to exceed \$200,000

- 8. **22-0071** Approve the award of Option Year 1 to Contract 21-017, Sanitary Sewer Manhole Rehabilitation, to Spectra Tech, LLC for an amount not to exceed \$185,460, plus a 5% contingency

- 9. **22-0090** Approve the award of Cooperative Procurement 22-061, Police Department Roof Restoration - Phase Three and Final to Weatherproofing Technologies Inc./Tremco for an amount not to exceed \$215,645.36 and a 5% contingency

Q:	Who will be doing the actual work on the roof?	Hinterlong
A:	Tremco uses their own in-house workers to complete the work. They have done the work on Phase I & II without any issues.	Dublinski

- 10. **22-0020** Approve the award of Bid 21-376, Transmission Pole Painting to Morris Painting, Inc. for an amount not to exceed \$650,700 and for a one-year term

Q:	How will residents be notified when work will commence and finish?	Gustin
A:	The vendor expects that most poles will require two days to prepare and paint. For those poles which require a lane closure, Naper Notify will be utilized consistent with the traffic alerts notification category. A majority of the poles to be painted are accessible from the Tollway and will not require lane closures.	Groth/LaCloche
Comment	Great work on keeping our costs down!!	Hinterlong

- 11. **22-002** Adopt the resolution authorizing the City Manager to execute the 2022 Pace Paratransit Local Share Agreement for the operation of the Ride DuPage Program

Q:	Should the Resolution include the cancellation paragraph? Can staff provide criteria by which they would recommend non-participation of this program? Would staff recommend an efficiency rating of the program to determine continued participation, evaluation of financial and staff costs?	Gustin
A:	The agreement includes a provision that allows for termination of the	Louden

	<p>contract. Termination would need to be discussed with the program partners before action is taken.</p> <p>The Ride DuPage program was put in place with the goal of improving transportation options for seniors and persons with disabilities. The program currently achieves this goal, and therefore, staff recommends continued participation. Staff currently receives ridership, cost, and on-time performance information from Pace; however, in conjunction with our partners, we continue to request additional data from Pace on the program.</p>	
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- 12. **21-1653B** Pass the ordinance granting a variance to the sign requirements to permit Napleton Mazda to install a new ground sign at the property located at 2363 Aurora Avenue - PZC 21-1-122

Q:	Years ago staff talked about a policy/goal to bring older signs in to city code compliance and the trigger would be once the petitioner again comes to the city for a change. Is that a consideration here?	Gustin
A:	<p>Staff's efforts to correct non-conforming pole signs have been focused on Ogden Avenue. In contrast, when the sign code update was adopted, staff acknowledged that many car dealership signs would become non-conforming as a result. However, given that the sign code must be content-neutral, separate regulations could not be written in for car dealerships. Accordingly, staff anticipated that variances would be requested for car dealerships as signs are replaced over time.</p> <p>Staff is supportive of this request in part because the proposed sign will now conform to the code in terms of style; the previous sign consisted of a two-pole structure and the proposed sign has a wider base and meets the definition of a monument type sign, which is a requirement of all ground signs. For sign variance cases, staff also reviews the context of the proposed sign and in this case, staff finds that the signage proposed for the subject property is generally consistent with the character of pre-existing car dealership signage in the corridor and therefore supports the sign as proposed.</p>	Green

- 13. **22-0095** Pass the ordinance authorizing the issuance of General Obligation (GO) Bonds for an amount not to exceed \$7,500,000
- 14. **22-0121** Pass the ordinance approving a two-year extension of the effective period of the deviations and fee-in-lieu of parking approved by Ordinance 20-014 for the River Main development from February 19, 2022 to February 19, 2024 - PZC 19-1-131

L. ORDINANCES AND RESOLUTIONS:

- 1. **22-0069B** Conduct the first reading of the ordinance amending Title 6 (Zoning Regulations) Chapter 1 (Zoning Title, Purpose,

Definitions) Section 6 (Definitions) and Title 6 (Zoning Regulations) Chapter 8 (Industrial Districts) Article B (ORI Office, Research and Light Industry District) of the Naperville Municipal Code regarding the ORI Zoning District - PZC 21-1-144

<p>Please find attached a letter of support for the ORI amendments submitted by the City of Warrentville on January 31, 2022, titled 01 - Letter from Warrentville re ORI Amendment.</p>	<p>Laff</p>
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- 2. **21-1623B** Receive the staff report for 8S201 College Road (Timec Resubdivision) - PZC 21-1-101 (Item 1 of 6)

<p>Q:</p>	<p>Legislative text has a spelling error “Vice to Vince”.. Spell check sometimes is a pain.</p>	<p>Gustin</p>
<p>A:</p>	<p>Correct, we intended to refer to Vince Rosanova.</p>	<p>Russell</p>

- 3. **22-0028** Conduct the public hearing to consider the Annexation Agreement for 8S201 College Road (Timec Resubdivision) - PZC 21-1-101 (Item 2 of 6)
- 4. **22-0029** Pass the ordinance authorizing the execution of the Annexation Agreement (requires six positive votes) for 8S201 College Road (Timec Resubdivision) - PZC 21-1-101 (Item 3 of 6)
- 5. **22-0030** Pass the ordinance annexing 8S201 College Road (Timec Resubdivision) - PZC 21-1-101 (Item 4 of 6)

<p>Q:</p>	<p>Staff how contiguous must an unincorporated property be to an incorporated Naperville property? Can you provide the lot connection used for this request?</p>	<p>Gustin</p>
<p>A:</p>	<p>An unincorporated property is considered eligible for annexation and contiguous if it is adjacent (sharing a common lot line or across the right-of-way) to an incorporated property. As a general rule of thumb, the contiguity must be at least 60'; point to point contiguity is not sufficient. The subject property is adjacent to incorporated properties to the north, east, and west.</p>	<p>Russell</p>

- 6. **22-0031** Pass the ordinance rezoning 8S201 College Road (Timec Resubdivision) to E2 upon annexation - PZC 21-1-101 (Item 5 of 6)
- 7. **22-0032** Pass the ordinance approving a deviation to the width of the parcels

at the right-of-way and the preliminary/final plat of subdivision for 8S201 College Road (Timec Resubdivision) - PZC 21-1-101 (Item 6 of 6)

M. AWARD OF BIDS AND OTHER ITEMS OF EXPENDITURE:

- 1. **22-0074** Approve the award of Cooperative Procurement 21-281, Police Department Body Worn Cameras and In-Car Video System to Axon Enterprise, Inc for an amount not to exceed \$2,257,634.97 and for a five-year term

Q:	Does this 5 year contract value include data storage and hw/sw maintenance costs? What is the estimated useful life of the BWC and dash cameras? After the 5 year contract ends, what estimate do we have for ongoing hardware and software maintenance, as well as ongoing storage and retrieval costs?	Sullivan
A:	<p>Does this 5 year contract value include data storage and hw/sw maintenance costs? Yes it does.</p> <p>What is the estimated useful life of the BWC and dash cameras? We receive a "refresh" of the BWC every 2.5 years. The first, and main reason, is that the battery life begins to degrade at this point. Thus the new product will have a brand new battery and eliminate any concerns about the BWC lasting for the 12-hour shift. However, if there is a new product, we know we are going to have the newest, upgraded technology supplied to us at no additional cost, based on our agreement.</p> <p>In-car camera technology has a longer shelf life, as evidenced by our current system being in play for almost 9 years now. Axon's recommended refresh for this product is every 5 years, either for a hardware refresh or the release of a new product. Obviously we would only take advantage of this if we renew with Axon at that time.</p> <p>After the 5 year contract ends, what estimate do we have for ongoing hardware and software maintenance, as well as ongoing storage and retrieval costs? After this 5-year term ends, it should be anticipated that we will be moving into a new contract, either renewing with Axon or selecting another vendor, to continue the utilization of these technologies moving forward. The pricing will be similar if we continue to do business with Axon, with consideration given to inflation as well as any new services the company may offer with these technologies.</p> <p>If we did choose a new vendor 5 years from now, part of the agreement we currently have is that we can download our video and store it. The other option included in this agreement is an API interface where Axon would transfer the videos to the newly chosen vendor, where it would be stored in that vendor's product. Both of these options are free to us and again would only be used if we left Axon.</p>	Arres

O. REPORTS AND RECOMMENDATIONS:

- 1. **22-0107** Approve the proposed CY2022 SECA Grant Fund Program allocations

<p>Q:</p>	<p>Staff are there other funds that survey work can receive funds? What is the criteria to receive SECA funds in connection with a survey? Staff shared that potentially the Strategic Plan, and its community survey will come back to Council in 2023. Would that qualify for SECA funds? If staff recommends the rebirth of the Plan residents shared missing the opportunity to participate. Plus in the past Plan our Hispanic population was not provided its own designation, I believe lopped in with white. When will DCM be paid off? How much does DCM pay for rent to the city? What funds were received from DCM (insurance) or the city (insurance) after the flood? Does DMC receive any State and County funds? What rights and options does the city have with respect to the DMC debt?</p>	<p>Gustin</p>
<p>A:</p>	<p>Surveys are not specifically identified as a unique area that would qualify for SECA funding. It is the SECA Commission's responsibility to recommend, and ultimately the City Council's authority to approve, if projects/initiatives fit the criteria for funding (i.e., special event or cultural amenity). At this time, staff does not intend to apply for SECA grant funds for the Strategic Plan, nor has staff begun planning for it's possible 2023 implementation.</p> <p>To be clear, the City has no bonded debt related to the DCM. Rather, the City is repaying the Capital Projects Fund the amount it contributed to the museum purchase through a transfer of SECA funds. The DCM "debt" will be paid off in 2025. Under the existing 20-year agreement, the museum pays a monthly rent fee of \$5,171.33 to the City, which began in 2015. There were no insurance claims made against the City's insurance for the flood. Staff is unaware to what extent DCM receives any money from the state or county for operations of the museum.</p> <p>Please see attachment, 02 - DuPage Children's Museum - Agenda Item - Lease Agreement.</p>	<p>Gallahue</p>
<p>Q:</p>	<p>The Legislative Text says that SECA Commission chose which 5 projects/events to allocate the balance of \$21,622 to partly based on "events/projects where the City Council concurred with the SECA Commission." How is SECA defining "concurred"? I know of one of the five events/projects listed had at least 2 Councilpersons ask for it to be significantly reduced, but here it is being significantly increased. It seems as though there were so many projects/events where the money could have been allocated where all 9 on Council were not asking for a reduction, and perhaps the money could have been spread out to those organizations where more of an impact could have been felt.</p>	<p>Bruzan Taylor</p>

A:	<p>Staff chose the five events/initiatives to reallocate the \$21,622 based on SECA Commission discussions in November and December. Staff also informed the SECA Commission of the proposed events/initiatives and received no alternative suggestions.</p> <p>Staff defines "concurred" or "consensus" as when five or more councilmembers agree with the proposed recommendation. Council concurred with all but one SECA Commission funding recommendation. After reducing funding for the one event, staff redistributed the \$21,622 balance according to the criteria listed in the memo in order to make whole four events/projects that have great impact on the community as well as one project that will benefit a number of grant recipients for performing arts requests.</p>	Gallahue
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2. 22-0072B Receive feedback from the Planning and Zoning Commission on Downtown Design Standards and direct staff accordingly

Q:	<p>Staff what percentage of painted facade will be or considered, per the city signage ordinance? If a petitioner makes painting or staining the exterior as part of their marketing or branding what percentage would staff allow? What oversight will the city have making sure it is in architectural compliance? What is the city's checklist or definition of architectural compliance?</p>	Gustin
A:	<p>The City's sign code regulations permit signage on qualifying facades using the following calculation: linear foot of façade frontage x 1.5 = the maximum permitted sign square footage. The maximum permitted signage allowance is applicable to any proposed signage (wall, awning and canopy signs) which is clearly identifiable with a business brand or logo.</p> <p>Exterior façade changes that include accent colors, but are not clearly identifiable with a brand or logo (and therefore not counted as signage), would be required to comply with the maximum permitted accent color allowance of 10-25% of the façade per the Downtown Design Standards.</p> <p>The Downtown Design Standards provide guidance on the architectural style and character of the exterior façade for buildings located within the Downtown.</p>	Mattingly
Q:	<p>Is this approving applying stain to brick by right? Or would they need approval to do that?</p>	Hinterlong
A:	<p>The existing Downtown Design Guidelines permit staining of brick. Neither the PZC nor staff is proposing any changes to this existing allowance. Any request to stain brick is reviewed and approved by staff administratively.</p>	Mattingly

3. 22-0042 Receive the Preliminary 2021 Year-End Financial Report

Q:	Staff explain the difference between actual and projected on	Gustin
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	<p>the property tax number and why actual and proposed might be higher or lower? Staff when or would staff recommend to reduce the tax rate on the Food & Beverage to relieve the restaurants in town? If not at what number would staff recommend same?</p>	
<p>A:</p>	<p>DuPage and Will counties add an additional 1% to the City tax levy to ensure the City receives the entire amount necessary to pay obligations such as debt service and pensions. Property tax collections usually come in at about 99.5%, so the City rarely captures the full additional 1% but does realize a small amount of additional tax revenue beyond what was levied. Staff takes the full county tax extension amount into consideration during the levy process when estimating the impact on the tax rate and average bill impact.</p> <p>Food & Beverage Tax is paid by the customer and not by the restaurant, so reducing or eliminating the tax would have no direct financial benefit to the restaurants. They could benefit if the tax reduction changed consumer behavior enough to drive more business to the restaurant; however, it is unlikely that would occur.</p> <p>At the current Citywide rate of 1%, the Food & Beverage Tax on a \$50 restaurant bill is 50 cents. Reducing or even eliminating that amount is unlikely to be the driving factor in a consumer's decision-making process on whether to dine out or what restaurants to patronize.</p> <p>Additionally, Food & Beverage Tax funds a very specific set of expenditures, including the SECA program and a portion of public safety pensions and debt service. If the tax were reduced or eliminated, the City would need to identify alternate funding sources for these expenses or reduce them in accordance with any reduction to the Food & Beverage Tax. For those reasons, staff would not recommend a reduction to the Food & Beverage Tax.</p>	<p>Munch</p>
	<p>The presentation slide deck for the February Financial Report is attached below. Please see attachment titled 03 - February Financial Presentation.</p>	<p>Munch</p>



City of Warrenville
35258 Manning Avenue
Warrenville, IL 60555

(630) 836 3050 tel
(630) 393 1531 fax
www.warrenville.il.us

January 31, 2022

Mayor and City Council
City of Naperville
400 S. Eagle Street
Naperville, IL 60540

**RE: Zoning Ordinance Text Amendment to ORI District Regulations
PZC Case #21-1-144**

Dear Mayor Chirico and Members of the Naperville City Council:

I am writing on behalf of the City of Warrenville to express strong support for your approval of the ORI Zoning District Text Amendment of which your Planning and Zoning Commission unanimously recommended approval at their January 19, 2022 meeting.

For decades, Naperville, Warrenville, Lisle, and DuPage County have carefully and consistently planned, made significant infrastructure investments, and worked collaboratively with the business and real estate development community to cultivate a character of quality, innovation, and economic vitality in the western segment of the I-88 Technology and Research Corridor. As a result, the corridor continues to attract a diverse range of desirable businesses that produce high-quality jobs, draw talented people, and contribute positively to the character and quality of life in our communities. As part of this effort, warehouse and distribution uses have been permitted and embraced in strategic locations throughout the corridor where roadway infrastructure can effectively accommodate the new truck traffic this type of development generates. Historically, our communities have been resistant to large blocks of this type of development within the visual corridor of I-88, knowing there are more appropriate and suitable locations.

Like the City of Naperville, Warrenville continues to receive and respond to increasing interest from industrial developers pursuing opportunities to build new, extremely large, precast tilt-up concrete, warehouse and distribution facilities in our community. Increasingly, these proposals involve the redevelopment of existing commercial and office properties adjacent to I-88. While current market, demographic, and economic trends make this type of development increasingly attractive and profitable from a real estate development and business investment standpoint, the key question from a municipal perspective is whether it will have an overall positive impact on the character, economic vitality, and quality of life in our communities.

Answering this question requires a careful evaluation of the specifics of individual project proposals. With the approval of the zoning text amendment that would classify new warehouse and distribution projects a possible conditional use in the ORI zoning district,

Naperville Mayor Chirico and City Council

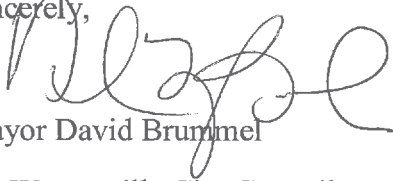
January 31, 2022

Page 2 of 2

the City of Naperville would be able to more effectively evaluate these types of projects, make informed decisions on them, ensure they occur in appropriate locations, and impose special approval conditions designed to address the unique impacts this type of project can have on the character and roadway network in the surrounding area.

On behalf of the City of Warrenville, thank you for your careful consideration of our City's position on this matter, as well as your continued efforts to re-invent, re-invigorate, and diversify the land uses in the western section of the I-88 corridor in a manner that attracts top talent, enhances its overall economic vitality, and adds positively to the quality of life in all of our communities.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Brummel', written over the word 'Sincerely,'.

Mayor David Brummel

cc: Warrenville City Council

Doug Krieger, Naperville City Manager

Bill Novack, Director of Naperville Transportation, Engineering, and Development

Allison Laff, Deputy Director of Naperville Transportation, Engineering, and Development



Naperville

CITY COUNCIL AGENDA ITEM

SUBJECT: Purchase and Lease of Property where DuPage Children's Museum is located.

TYPE OF VOTE: Simple Majority

ACTION REQUESTED:

Pass the Ordinance Authorizing the Execution of a Purchase and Sale Agreement between the City of Naperville and the DuPage Children's Museum;
Pass the Ordinance Authorizing the Execution of a Lease Agreement between the City of Naperville and the DuPage Children's Museum.

BOARD/COMMISSION REVIEW: N/A

COUNCIL ACTION PREVIOUSLY TAKEN:

Date	Item No.	Action
N/A		

DEPARTMENT: City Manager's Office

SUBMITTED BY: Douglas A. Krieger, City Manager

FISCAL IMPACT:

Construction contract awards have delivered savings of \$2 million from the CIP budget, which will be used along with \$1 million from the Burlington Fund to finance the purchase. Thereafter, the annual SECA allocation for the Museum will decrease by 50% and be used to repay the purchase price.

BACKGROUND: For many years, the DuPage Children's Museum has struggled financially due to a significant capital debt. During those years, the Museum has depended on the City's financial assistance through SECA funds to maintain operations. The Museum has made efforts to reduce its debt and reach financial solvency, but its significant capital debt has precluded its success. Recently, the Museum succeeded in obtaining significant financial assistance from the State of Illinois, in the amount of \$1.94 million. In addition, the Museum has also raised significant contributions from private donors amounting to approximately \$700,000 and has achieved a commitment from DuPage County to contribute \$250,000. In order to extinguish the existing capital debt, the Museum's financing institution has agreed to reduce its debt significantly. All of these actions has resulted in an opportunity for the City to acquire the Museum property for approximately half of the value of the property by payment of \$3 million.

In 1997, the Museum acquired the property for \$4.7 million and thereafter made significant investments in the property resulting in the current Museum, which attracts 330,000 visitors each year. The Museum has partnered with our community through programs with the School District and the Park District. It has received awards and has been recognized as one of the most visited cultural attractions in the State of Illinois.

DISCUSSION: The two ordinances attached authorize the purchase of the Museum property by the City for payment of \$3million, and the lease of the property for a 20 year term to the Museum. The Lease requires that the City retain 2 members on the Museum Board and that the City Council approve the Museum budget annually. In addition, the City will have the opportunity to utilize up to 57 commuter parking spaces at the Museum property.

The City will finance this transaction through a combination of funds from the Burlington Fund and through revenues in the SECA fund. The City will not raise taxes and the City's operating budget will have no impact. For several years, the Museum has been granted financial assistance from the City. The Lease prohibits such financial assistance during the term of the lease, in order to assure the SECA revenues are directed toward financing this transaction. In addition, the Museum will be required to pay the City lease payments during years 6-20 of the lease, which will be increased annually based on CPI.

RECOMMENDATION: Pass the Ordinance Authorizing the Execution of a Purchase and Sale Agreement between the City of Naperville and the DuPage Children's Museum;
Pass the Ordinance Authorizing the Execution of a Lease Agreement between the City of Naperville and the DuPage Children's Museum.

ATTACHMENTS:

1. Ordinance Authorizing the Execution of a Purchase and Sale Agreement
2. Ordinance Authorizing the Execution of a Lease Agreement

**CITY OF NAPERVILLE
MEMORANDUM**

DATE: October 1, 2010
TO: Mayor and City Council
FROM: Doug Krieger, City Manager *Doug Krieger*
SUBJECT: Additional Information – Agenda Item N1 - DuPage Children's Museum

PURPOSE:

The purpose of this memo is to respond to additional questions from Councilman Wehrli related to Agenda Item N1.

DISCUSSION: Councilman Wehrli is seeking additional information related to Agenda Item N1 - DuPage Children's Museum.

- 1.) Please confirm that Children's Museum board members are unpaid.
The Board does not receive any compensation.
- 2.) Please provide a breakdown of major categories in number of employees and dollars of salaries and wages, full-time vs. part-time, major job functions, e.g. executive, administrative, exhibit support and maintenance.
As of 6-30-2010, DCM had 26 full time staff, 12 part-time benefits eligible, 62 part-time (100 employees). Since then they have had a termination and some recent hires, to replace part-time staff. Their current headcount is 105. For the first quarter of this fiscal year, the salary and wages expense is \$406,574.
- 3.) Provide a list of all current DCM and Carillon board members (just your board only).
The DCM Board Members are as follows: Marc Blackman, David Carpenter, Robert Chan, W. Ronald Dietz, Lenore M. Johnson, Amy Louis, Nancy Nyberg, Carmen Patti, Darlene Senger, Jim Sheehan, Jeffrey A. Stensland, Vincent L. Tiseo, Ron Zink and Art Zwemke
- 4.) Need electronic copy of three year plan without SECA.
A copy of the three year plan is attached.
- 5.) Has this business ever operated in the black? If so, please provide supporting data and indicate what year(s).
Operations Only, DCM has operated in the black in three of the last five years. Attached files shows data from DCM's audits from 2001 to 2009.
- 6.) How will they be changing their business model once they have no mortgage to pay?
The Board and staff will be operating the business self-sufficiently; finding sources of earned and donated income through admissions, memberships, and donations. DCM will

replace the SECA general operating grant which represents 7% of total revenue through new sources.

- 7.) Please provide a current business plan from the DCM.
The Board recently approved the goals and objectives for a five year strategic plan, see attached summary. Action steps are in the process of development.
- 8.) What other debt does this business have?
The museum does not have any other debt. We have two leases for the copier and postage machine.
- 9.) Have all vendors been paid? If not, why not?
All payables are current and timely.
- 10.) When was the last payment to Chase made and for what amount? Please provide a listing of all payments made to Chase over the last five years and indicate if they were on time or not.
Chase Bank payments were primarily for the letter of credit and remarketing fees, plus processing fees for payment of interest to the bond trustee. The payment to Chase was for letter of credit fees in August. A file of all payments in the last five years is attached.

DuPage Children's Museum
Three Year Business Model for Fiscal Years 2010 through 2012

(fiscal year ending June 30)

	A	B	C	D
Description	Budget FY2010	FORECAST FY2010	Projected Budget FY2011	Projected Budget FY2012
Revenues				
1 Donated				
2 Corporations & Foundations	\$425,000	\$387,800	\$446,250 ¹	\$468,563 ¹
3 Individuals & Service Orgs.	\$629,000	\$736,287	\$660,300 ¹	\$693,159 ¹
4 Increased Grants & Donations			\$35,700 ²	\$71,400 ²
5 Government Grants	\$17,100	\$9,430	\$75,000 ³	\$75,000 ³
6 Naperville SECA Grant	\$250,000	\$250,000	\$50,000 ⁴	\$25,000 ⁴
7 Grants Released from Restrictions		⁵	\$100,000 ⁶	\$50,000 ⁶
Earned				
8 Memberships, Admissions & Programs	\$1,556,886	\$1,426,829	\$1,593,756 ¹	\$1,642,921 ¹
9 Additional Membership & Admissions			\$73,000 ¹	\$73,000 ¹
10 Rentals & Store	\$331,200	\$262,000	\$337,824	\$344,580
11 Other Income	\$17,000	\$28,459	\$17,100	\$17,100
New Initiatives				
12 New Program: Professional Development		\$11,850 ⁶	\$33,480 ⁶	\$44,640 ⁶
13 New Family Fundraising Event			\$50,000 ⁷	\$60,000 ⁷
14 Café Income (opening 4Q10)			\$160,545 ⁸	\$230,794 ⁸
15 Traveling Exhibit (Sponsorships & Admissions)				\$166,000 ⁹
16 Total Operating Revenues	\$3,225,986	\$3,112,655	\$3,632,955	\$3,951,167
Restricted Project Funding: Rebuild Working Capital				
17 McCormick Foundation		\$200,000 ¹⁰		
18 Christopher Family Foundation		(under Individuals) ¹¹		
19 Total Restricted Project Funding		\$200,000		
The footnotes on page 3 are an integral part of this budget.				
Expenses				
29 Personnel Salaries	\$1,011,564		\$1,101,564	\$1,146,064
30 Personnel Hourly	\$744,869		\$744,869	\$774,869
31 Fringe & Benefits	\$356,569		\$386,569	\$418,069
20 Professional/Contract	\$249,191	\$212,474	\$261,826	\$267,083
21 Personnel	\$2,116,424	\$2,069,457	\$2,232,992	\$2,338,992
22 Supplies	\$176,560	\$156,209	\$176,307	\$179,833
23 Utilities	\$130,760	\$128,500	\$137,288	\$144,162
24 Exhibits	\$72,000	\$53,963	\$121,968	\$128,055
25 Printing	\$61,200	\$26,000	\$61,200	\$61,200
26 Cost of Store Sales	\$88,060	\$65,000	\$89,811	\$91,607
27 Other Expenses	\$291,271	\$237,339	\$300,555	\$315,849
New Initiative Costs				
28 New Program Costs		\$4,133	\$12,352	\$15,836
29 New Family Event			\$25,000	\$25,000
30 Café Staffing			\$32,370	\$44,455
31 Café Cost of Goods Sold			\$96,327	\$138,476
32 Traveling Exhibit Costs				\$114,000
33 Traveling Exhibit Staffing				\$37,000
34 Total Operating Expenses	\$3,186,436	\$2,942,075	\$3,547,985	\$3,901,518
35 Operating Surplus/(Loss)	\$40,550	\$170,580	\$84,970	\$49,639
Rebuild Working Capital				
36 Interest and Bond Costs		\$208,000		
37 Restricted for Working Capital in FY2011		\$250,000		
38 Total Expenses		\$468,000		
39 Net Operating Surplus/(Loss)	\$40,550	\$170,580	\$84,970	\$49,639
40 Working Capital Fund			\$250,000	
The footnotes on page 3 are an integral part of this budget.				

Data from DCM's Audited Financial Statements
Net Earnings 2001-2010.xls

For fiscal years Ending June 30,		Operations	Campaign/ Property	Capital Improvements	Total	Campaign excl. Debt	Campaign excl. Debt & Depreciation
	2001	\$14,843	(\$4,623,021)	\$0	(\$4,608,178)	(\$3,989,442)	(\$3,861,698)
	2002	(\$249,173)	(\$1,373,568)	\$0	(\$1,622,741)	(\$984,322)	(\$430,243)
	2003	(\$463,102)	(\$486,136)	(\$26,219)	(\$975,457)	(\$153,257)	\$475,641
	2004	(\$253,622)	(\$997,151)	\$228,233	(\$1,022,540)	(\$666,517)	(\$53,033)
	2005	(\$30,430)	(\$695,287)	\$271,767	(\$453,950)	(\$243,425)	\$369,642
	2006	\$218,045	(\$1,075,295)	\$0	(\$857,250)	(\$457,242)	\$174,899
	2007	\$40,510	(\$853,061)	\$125,530	(\$687,021)	(\$157,539)	\$430,977
	2008	(\$27,862)	(\$674,455)	\$222,190	(\$480,127)	(\$68,178)	\$545,783
	2009	(\$66,803)	(\$893,990)	(\$64)	(\$960,857)	(\$566,248)	\$4,518
	2010						
Bond Costs	2001		\$633,579				
	2002		\$389,246				
	2003		\$332,879				
	2004		\$330,634				
	2005		\$451,862				
	2006		\$618,053				
	2007		\$695,522				
	2008		\$606,277				
	2009		\$327,742				
	2010		\$182,935				
Depreciation	2001		\$127,744				
	2002		\$554,079				
	2003		\$628,898				
	2004		\$613,484				
	2005		\$613,067				
	2006		\$632,141				
	2007		\$588,516				
	2008		\$613,961				
	2009		\$570,766				
	2010		\$562,649				

**DuPage Children's Museum
Board Meeting
September 23, 2010**

2011–2016 Strategic Plan Goals and Objectives
Presented by the DCM Strategic Planning Committee

GOAL 1: Expand and enhance Museum experiences to impact a wider audience.

- Objective #1** Continue to evolve the range and variety of Museum experiences to most effectively reach the full spectrum of the Museum's early childhood age range. (Infancy to 10 years old)
- Objective #2** Extend the impact of the Museum on site as well as in the home and classroom by expanding access to educational opportunities and training programs for the important adults in children's lives.
- Objective #3** Balance the needs of our various audiences to provide the optimum experience for all DCM constituencies.
- Objective #4** Identify measures of performance and effectiveness in order to assess and improve museum experiences and to enable the Museum to better demonstrate its impact.
- Objective #5** Identify and prioritize opportunities for DCM to enhance its facility and programming to accommodate a wider audience.

GOAL 2 Be a more visible and respected authority and resource for early learning best practices.

- Objective #1** Establish a dynamic early learning advisory council to support the Museum's early learning and professional development programming.
- Objective # 2** Define strategies for the most effective role DCM can play in the early learning landscape that outlines ways to leverage DCM's strengths and identifies what resources will be required to support this objective.
- Objective #3** Develop and promote DCM's advocacy role in educating the community about the importance of investing in early childhood learning.

GOAL 3 Establish a range of strategic alliances that enhance DCM's services to families as well as its presence in the community.

- Objective #1** Develop a plan for leveraging DCM's presence and interests with those of other key community organizations to benefit early learning opportunities and initiatives.
- Objective #2** Identify and pursue opportunities for DCM to play a leadership role in community projects that involve young children.

GOAL 4: Achieve a measurable increase in awareness and appreciation of the Museum (including its programs and early learning initiatives) as well as its value as a community asset.

Objective #1 Develop and execute integrated marketing strategies that will support increased visitation, membership and other earned revenue, specific Museum programs as well as early childhood learning initiatives while enhancing DCM's brand.

Objective #2 Build marketing capacity to "Get the message out."

Objective #3 Develop beneficial marketing alliances.

GOAL 5: Achieve a level of financial support that enables the Museum to maintain organizational excellence and implement its Strategic Plan over the next five years.

Objective #1 Secure an on-going base of 15–20% of the Museum's annual operating budget in renewable annual support from one or more strategic partners.

Objective #2 Increase all income (donated & earned) to reach \$4MM annually by FY2012 and \$5MM annually by 2015 to support the achievement of the organization's goals and objectives.

Objective #3 Begin a "capital campaign readiness phase" so that DCM has the capacity and donor base to launch a new capital campaign for facility enhancements and to build endowment.

GOAL 6 Develop specific resource plans in order to build sufficient institutional capacity to support the goals and initiatives of this Strategic Plan.

Objective #1 Formalize a staffing and succession plan for the organization

Objective #2 Strengthen Board of Director and Distinguished Advisor numbers and capabilities to support Strategic Plan initiatives.

Objective #3 Adopt a physical facilities plan that provides for adequate maintenance of the existing property as well as necessary expansion opportunities

**DCM's payments to Chase Bank
FY2006 to Present**

Date	Trans Description	Debit Amt	Credit Amt
7/11/2005	J.P Morgan Securities, Inc. - REMARKETING FEES 4/1/05 - 6/30/05	4,144.86	
7/31/2005	Chase fee to process interest payment	200.00	
8/1/2005	JP Morgan Chase Bank, N.A. - LETTER OF CREDIT FEES	43,044.84	
8/31/2005	Chase fee to process interest payment	200.00	
9/1/2005	Chase fee to process interest payment	200.00	
10/3/2005	Chase fee to process interest payment	200.00	
10/6/2005	J.P Morgan Securities, Inc. - REMARKETING FEES 7/1/05-9/30/05	4,190.41	
11/1/2005	Chase fee to process interest payment	200.00	
11/17/2005	JP Morgan Chase Bank, N.A. - LETTER OF CREDIT FEES	43,044.84	
12/1/2005	Chase fee to process interest payment	200.00	
1/1/2006	Chase fee to process interest payment	200.00	
1/3/2006	JP Morgan Chase Bank, N.A. - LETTER OF CREDIT FEES	42,109.08	
1/5/2006	J.P Morgan Securities, Inc. - REMARKETING FEE 10/1/05 - 12/31/05	4,190.41	
2/1/2006	Chase fee to process interest payment	200.00	
3/1/2006	Chase fee to process interest payment	200.00	
4/1/2006	Chase fee to process interest payment	200.00	
4/3/2006	JP Morgan Chase Bank, N.A. - LETTER OF CREDIT FEES	42,576.96	
4/4/2006	J.P Morgan Securities, Inc. - REMARKETING FEE 1/1/06 - 3/31/06	4,099.32	
5/1/2006	Chase fee to process interest payment	200.00	
6/1/2006	Chase fee to process interest payment	200.00	
6/30/2006	J.P Morgan Securities, Inc. - REMARKETING FEE 4/1/06 - 6/30/06	4,144.86	
7/1/2006	Chase fee to process interest payment	200.00	
7/3/2006	JP Morgan Chase Bank, N.A. - LETTER OF CREDIT FEES FOR 7/1/06 - 9/3	43,044.84	
8/1/2006	Chase fee to process interest payment	200.00	
8/30/2006	JP Morgan Chase Bank, N.A. - AMENDMENT COMMISSION FOR RENEWA	250.00	
9/1/2006	Chase fee to process interest payment	200.00	
9/30/2006	Chase fee to process interest payment	200.00	
10/2/2006	J.P Morgan Securities, Inc. - REMARKETING FEE 7/1/06 - 9/30/06	4,190.41	
10/2/2006	JP Morgan Chase Bank, N.A. - LETTER OF CREDIT FEES FOR BOND	43,044.84	
11/1/2006	Chase fee to process interest payment	200.00	
12/1/2006	Chase fee to process interest payment	200.00	
1/2/2007	J.P Morgan Securities, Inc. - BOND COST & REMARKETING FEES 10/1/06	4,190.41	
1/2/2007	JP Morgan Chase Bank, N.A. - LETTER OF CREDIT FEES FOR BOND	42,109.08	
2/1/2007	Chase Letter of Credit FEES JAN & FEB	400.00	
3/1/2007	Chase fee to process interest payment	200.00	
4/2/2007	JP Morgan Chase Bank, N.A. - LETTER OF CREDIT FEES 4/1/07 - 6/30/07	42,576.96	
4/3/2007	J.P Morgan Securities, Inc. - REMARKETING FEES FOR BOND	4,099.32	
4/4/2007	Chase fee to process interest payment	200.00	
5/1/2007	Chase fee to process interest payment	200.00	
6/1/2007	Chase fee to process interest payment	200.00	
7/2/2007	Chase fee to process interest payment	200.00	
7/6/2007	J.P Morgan Securities, Inc. - REMARKETING FEES FOR BOND 4/1/07 - 6/3	4,144.86	
7/31/2007	Chase Letter of Credit FEES	14,348.28	
8/2/2007	Chase fee to process interest payment	200.00	
8/31/2007	Chase Letter of Credit FEES	14,348.28	
9/5/2007	Chase fee to process interest payment	200.00	
9/30/2007	Chase Letter of Credit FEES AMORTIZATION	14,348.28	
10/3/2007	J.P Morgan Securities, Inc. - REMARKETING FEE 7/1/07 -9/30/07	4,190.41	
10/31/2007	Chase Letter of Credit FEES FOR OCT	13,968.04	
12/6/2007	JP Morgan Chase Bank, N.A. - LETTER OF CREDIT FEES FOR BOND	28,682.79	
12/31/2007	J.P Morgan Securities, Inc REMARKETING FEE	4,107.88	
1/7/2008	J.P Morgan Securities, Inc. - QUATERLY REMARKETING FEE	40.06	
1/31/2008	J.P Morgan Securities, Inc REMARKETING FEE	1,369.52	
1/31/2008	Chase Letter of Credit fee EXPENSE	14,068.11	
2/29/2008	J.P Morgan Securities, Inc REMARKETING FEE	1,281.16	
2/29/2008	Chase Letter of Credit fee EXPENSE	14,068.11	
3/31/2008	J.P Morgan Securities, Inc REMARKETING FEE	1,369.52	

**DCM's payments to Chase Bank
FY2006 to Present**

Date	Trans Description	Debit Amt	Credit Amt
3/31/2008	Chase Letter of Credit fee EXPENSE	13,410.23	
4/30/2008	J.P Morgan Securities, Inc REMARKETING FEE	1,369.52	
4/30/2008	Chase Letter of Credit fee EXPENSE	14,068.11	
5/1/2008	Chase fee to process interest payment	200.00	
5/31/2008	J.P Morgan Securities, Inc REMARKETING FEE	1,365.86	
5/31/2008	Chase Letter of Credit fee EXPENSE	14,068.11	
6/2/2008	Chase fee to process interest payment	200.00	
6/30/2008	CORR APRIL ACCRUAL		454.07
6/30/2008	Chase Letter of Credit fee EXPENSE	13,614.30	
6/30/2008	J.P Morgan Securities, Inc REMARKETING FEE	1,321.68	
7/31/2008	Chase Letter of Credit fee EXPENSE	14,068.11	
8/31/2008	Chase Letter of Credit fee EXPENSE	14,068.11	
9/30/2008	Chase Letter of Credit fee EXPENSE	13,614.30	
10/31/2008	Chase Letter of Credit fee EXPENSE	14,068.11	
11/30/2008	Chase Letter of Credit fee EXPENSE	13,614.03	
12/31/2008	Chase Letter of Credit fee EXPENSE	9,860.45	
1/31/2009	Chase Letter of Credit fee EXPENSE	9,968.38	
2/28/2009	Chase Letter of Credit fee EXPENSE	9,968.38	
3/31/2009	Chase Letter of Credit fee EXPENSE	9,968.38	
4/30/2009	Chase Letter of Credit fee EXPENSE	8,643.45	
5/31/2009	Chase Letter of Credit fee EXPENSE	8,643.45	
6/30/2009	Chase Letter of Credit fee EXPENSE	8,643.45	
7/31/2008	J.P Morgan Securities, Inc REMARKETING FEE	1,365.86	
8/31/2008	J.P Morgan Securities, Inc REMARKETING FEE	1,365.86	
9/30/2008	J.P Morgan Securities, Inc REMARKETING FEE	1,321.80	
10/31/2008	J.P Morgan Securities, Inc REMARKETING FEE	1,365.86	
11/30/2008	J.P Morgan Securities, Inc REMARKETING FEE	1,321.80	
12/31/2008	J.P Morgan Securities, Inc REMARKETING FEE	997.95	
1/31/2009	J.P Morgan Securities, Inc REMARKETING FEE	997.95	
2/28/2009	J.P Morgan Securities, Inc REMARKETING FEE	997.95	
3/31/2009	J.P Morgan Securities, Inc REMARKETING FEE	997.95	
4/30/2009	J.P Morgan Securities, Inc REMARKETING FEE	966.00	
5/31/2009	J.P Morgan Securities, Inc REMARKETING FEE	966.00	
6/30/2009	J.P Morgan Securities, Inc REMARKETING FEE	966.00	
6/30/2009	J.P Morgan Securities, Inc REMARKETING FEE	1,920.76	
7/1/2009	Chase Letter of Credit fee 7/09	10,251.12	
7/31/2009	CORR JULY INT ACCR		20.98
8/1/2009	BOND STANDBY Chase Letter of Credit fee FEE	10,251.12	
9/1/2009	BOND Chase Letter of Credit fee	9,920.43	
9/30/2009	ADJ FOR REMARKETING FEE ACCRUAL	20.22	
10/1/2009	Chase fee to process interest payment	200.00	
10/31/2009	Chase Letter of Credit fee FEES	10,251.12	
11/2/2009	Chase fee to process interest payment	200.00	
11/30/2009	Chase Letter of Credit fee FEES	9,920.70	
12/1/2009	DEC Chase Letter of Credit fee	10,250.85	
12/1/2009	Chase fee to process interest payment	200.00	
12/1/2009	Chase Letter of Credit fee PMT FEE	250.00	
1/4/2010	Chase fee to process interest payment	200.00	
1/4/2010	Chase Letter of Credit fee	10,251.12	
2/1/2010	FEB Chase Letter of Credit fee	9,259.07	
2/1/2010	Chase fee to process interest payment	200.00	
3/1/2010	Chase fee to process interest payment	200.00	
3/1/2010	Chase Letter of Credit fee	10,251.12	
3/29/2010	J.P Morgan Securities, Inc. - QUARTERLY BOND FEES FOR REMARKETING	2,897.26	
3/31/2010	ADJ ACC INT FOR REMARKETING FEE		128.05
4/1/2010	APRIL Chase Letter of Credit fee	9,920.43	
4/1/2010	Chase fee to process interest payment	200.00	

**DCM's payments to Chase Bank
FY2006 to Present**

Date	Trans Description	Debit Amt	Credit Amt
5/3/2010	Chase fee to process interest payment	200.00	
5/3/2010	Chase Letter of Credit fee	10,251.12	
6/1/2010	Chase fee to process interest payment	200.00	
6/1/2010	Chase Letter of Credit fee	9,920.43	
7/1/2010	Chase Letter of Credit fee	10,251.12	
7/6/2010	J.P Morgan Securities, Inc. - 4/1/10 - 6/30/10 REMARKETING FEE	2,929.45	
8/2/2010	Chase Letter of Credit fee	10,251.12	
8/3/2010	Chase fee to process interest payment	200.00	
9/1/2010	Chase fee to process interest payment	200.00	



Association Office

WE BUILD STRONG KIDS,
STRONG FAMILIES,
STRONG COMMUNITIES.

October 1, 2010

**Heritage YMCA
Group**

P.O. Box 838
Naperville, IL
60566-0838
tel 630.420.6275
fax 630.420.0458
heritageymca.org

Aurora Family YMCA

460 Garfield Ave.
Aurora, IL 60506
tel 630.896.9782
fax 630.264.7136
aurora@
heritageymca.org

**Kroehler Family
YMCA**

34 S. Washington St.
Naperville, IL 60540
tel 630.420.6270
fax 630.420.8677
kroehler@
heritageymca.org

Fry Family YMCA

2120 W. 95th St.
Naperville, IL 60564
tel 630.904.9595
fax 630.904.9597
fry@
heritageymca.org

**Field House Family
YMCA**

31W290 Schoger Dr.
Naperville, IL 60564
tel 630.585.5100
fax 630.585.5560
fieldhouse@
heritageymca.org

**Oswego Family
YMCA**

160 E. Washington St.
Oswego, IL 60543
tel 630.551.0797
fax 630.551.0799
oswego@
heritageymca.org

Katie Wernberg
City of Naperville
400 S. Eagle St.
Naperville, IL 60540

Dear Katie,

In the next several weeks I am looking forward to the opportunity to visit with you about the City of Naperville's continued support of the YMCA Naperville Family Resource Center. The success of the YMCA Naperville Family Resource Center is one of our community's great success stories and we are proud to be your partner in this values driven, mission based program.

I have read with great interest this week about the proposed purchase of the DuPage Children's Museum property and the very favorable long term commitment to bring stability to their operation. I believe the Children's Museum is a tremendous amenity for kids and families and no one can dispute that their facility is situated on a valuable piece of property. I am simply writing today to make certain that in the midst of an accelerated timetable to approve the financing and long term lease for the Museum, that the needs of the larger not-for-profit community not be set aside and unintended, negative consequences result for those not-for-profits who have stood at your side as partners in addressing pressing community needs.

It would be easy for our YMCA to build the case that we, like others, made debt decisions during good times that now, in reflection, were ill advised. We have 17,000 local members from across this great City and have a facility on Washington Street that has served kids and families well for 100 years and sits on prime commercial real estate. We have a \$6.4 M debt (down from \$8.9 in 2004, principal payments being made primarily from operations). We have worked each day to improve our programming while recognizing that the debt we chose to assume is a part and parcel of daily operations. Our mortgage cost is like wages, utilities and all other overhead. It is an obligation of operations.

My sole intent in writing you today is to ask that the decision to move forward and purchase the Museum property is made in light of current and future commitments you have to your other not-for-profit partners and not have a lessening of support for them be an unintended consequence of this purchase. Please know I am keenly aware that you can say this \$3 M share of the purchase is being made with funds from sources not in the funding streams which support

Heritage YMCA Group
October 1, 2010
Page 2

YMCA programs or other not-for-profits. I would say that in this, and any other community, there is a definable pool of funding. Segregate it as you may, it is tax dollars, it is finite and, you could say, contracting in size. This acquisition is not being made with Community Block Grant funding, but is it a stretch to say that in three years the Museum could apply for a Community Block Grant, capital improvement funds or monies from the general fund to reroof and reduce the dollars available to others? Or, will this new use of SECA funds establish a new standard and precedent and reduce the funding available for the current, legitimate requests? I fear in an effort to talk about "this fund" and "that fund" we will forget that they are all "our funds" and one affects the other.

I do hope that this does not come across as self serving or in opposition to your purchase or a statement about my friends and colleagues at the Children's Museum. I simply hope that your discussion is conducted in the context of the larger issue and in the reality that one decision could very well impact future funding to other not-for-profits.

I am now in my seventh year in Naperville. I have attempted to stay focused on running a fiscally responsible organization while not losing sight of our charitable mission. I have been unwavering in my commitment to serving all kids and families without regard to financial ability. This year in Naperville alone we will commit well over \$300,000 to honor this promise. To not share my concern for decisions that affect our ability to continue this service to the community would be to betray all for which we have been an advocate. I wish you well in your deliberations of this important decision and trust you will make the right decisions moving forward. I do look forward to sitting down with you to visit about our YMCA Naperville Family Resource Center.

Sincerely,

Tom Beerntsen, President and CEO
Heritage YMCA



October 1, 2010

Mayor Pradel and Members of the City Council
City of Naperville
400 South Eagle Street
Naperville, IL 60540

Mr. Doug Krieger
City Manager
City of Naperville
400 South Eagle Street
Naperville, IL 60540

Dear Mr. Mayor, Members of the City Council and Mr. Krieger:

I am writing you today regarding Agenda Item N-1, the City's purchase and simultaneous lease of, the property where the DuPage Children's Museum is currently located. I want to stress that the Chamber's letter today is not to be construed as a position of support for, or a statement against, the IGA or the DuPage Children's Museum.

The DuPage Children's Museum (DCM) is a wonderful amenity in our community, a valued Member of our Chamber, and many involved Members and community leaders serve on their Board of Directors. The Chamber is sending this letter because we believe there is confusion in the community regarding this issue, and the agreements have the potential to affect the City's future finances. We believe that vibrant discussion amongst the Council at the October 5 meeting will clear up much of the uncertainty on this issue and look forward to Tuesday's meeting.

The Chamber wholly appreciates the fact that the City has been in negotiations for the purchase of the property for several years and that these discussions needed to occur in private. However, we hope you can appreciate that a six-day public viewing of the purchase agreement and 70 year lease arrangement, has caused some anxiety amongst community stakeholders.

We have fielded a number of questions from a multitude of individuals and in general, the questions we have heard repeated are:

- Can you provide clarity on what, if any role, monies from the SECA fund will play in this transaction? If SECA funds are being used, what is the plan for how money annually will be obligated for this transaction?
- Is it the intent of the Council to offer the DCM any subsidies or capital improvement dollars, beyond purchasing the land and favorable lease terms? If so, what is the order of magnitude?

The **BusinessVoice**

Mr. Mayor, Members of the Council and Mr. Krieger

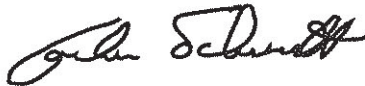
October 1, 2010

- Page Two -

- The DCM is charged rent beginning in year six, with a lease cap of \$3,000,000. Will the rent money completely cover all of the taxpayer costs of this transaction, and at what date will the taxpayers be made whole?
- In what fund will the rent money go, and what is the rationale for resetting the annual rent to \$1.00 after DCM total rent payments exceed \$3,000,000?
- In the lease, the DCM is prohibited from coming forward for SECA grants in future for operations, though may still apply for projects for capital, until such time that the total rent payments exceed \$3,000,000. Is it the intent of the Council and the DCM that they will forgo all other grant opportunities that exist at the City during this period as well?
- What happens if the Council disapproves of a DCM budget?
- In a worst case scenario, if the museum is not able to achieve financially sustainable operations is the City preparing to take ownership of the DuPage Children's Museum?
- Would the Council welcome and entertain ideas and solicitations from other entities for creating public-private partnerships such as this?

Thank you for your consideration of the points raised in this letter and your continued service to our community.

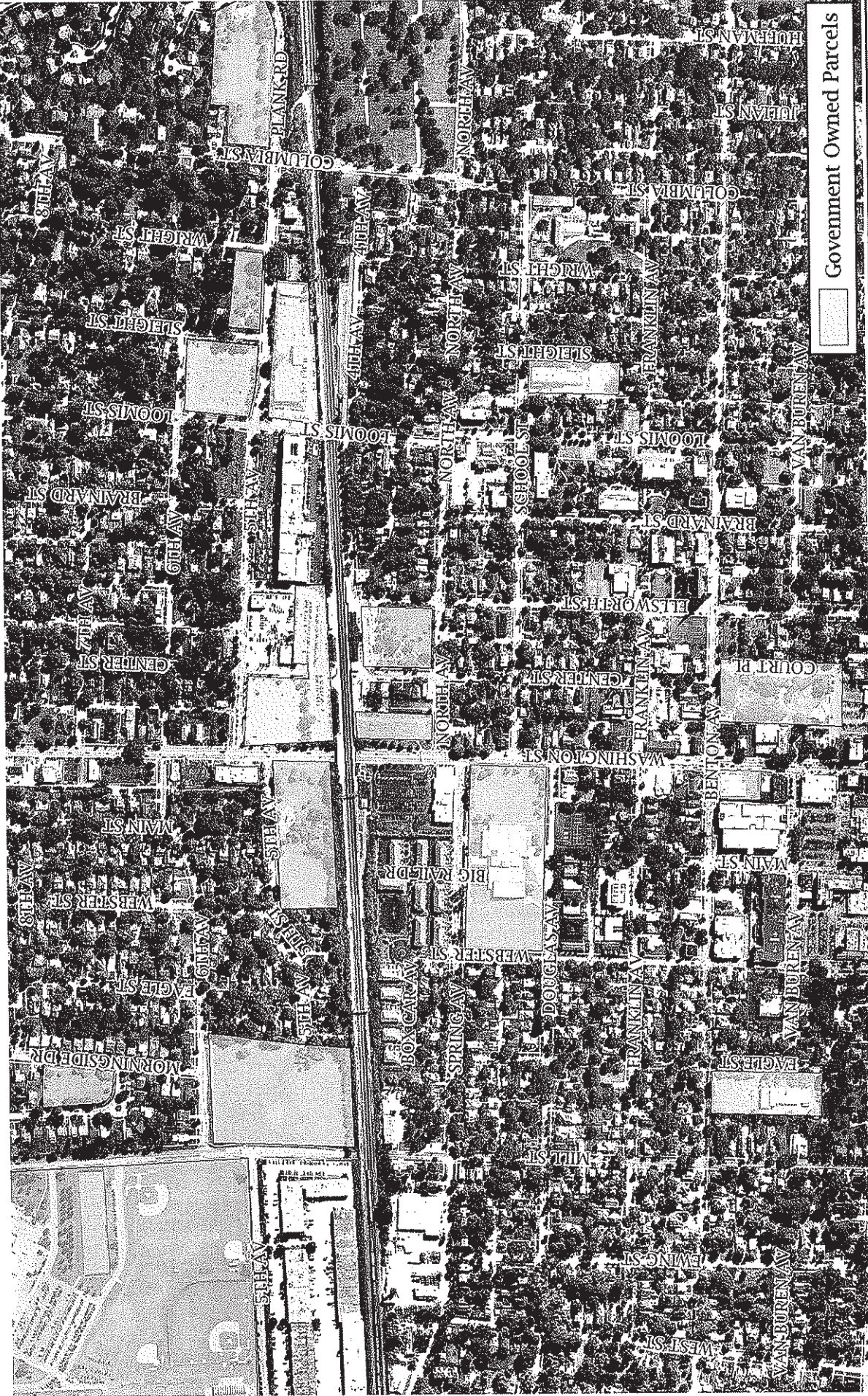
Sincerely,



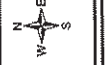
John Schmitt
President & CEO
Naperville Area Chamber of Commerce

Cc: Sue Broad, DuPage Children's Museum
Board of Directors

City of Naperville
GOVERNMENT OWNED PARCELS



Transportation, Engineering and
 Development Business Group
 October 2010



Government Owned Parcels

This map should be used for reference only.
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ORDINANCE NO. 10-__

AN ORDINANCE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF NAPERVILLE AND DUPAGE CHILDREN'S MUSEUM FOR THE PURCHASE OF CERTAIN PROPERTY

WHEREAS, the DuPage Children's Museum [hereinafter Museum] owns the real property consisting of 3 acres legally described in **Exhibit A**, [hereinafter Subject Property] which property is located at 301 North Washington Street in Naperville, Illinois; and

WHEREAS, for 13 years, the Museum has been located at the Subject Property; is visited by approximately 330,000 children, parents and teachers each year; and has been recognized as one of the most visited cultural attractions in the State of Illinois; and

WHEREAS, the Museum acquired the Subject Property in 1997 for \$4.7 million and has made significant investments in the property; and

WHEREAS, the City of Naperville is a home rule municipality pursuant to Article 7, Section 6 of the Illinois Constitution and has powers to purchase property for public purposes; and

WHEREAS, the Museum has suffered financial difficulties over the years and has relied on the City for assistance through grant money funded by the City's SECA (Special Events and Cultural Amenities) fund; and

WHEREAS, if the Museum were located on publicly owned property, it would be eligible for significantly more grant money from many sources other than the City; and

WHEREAS, the State of Illinois has contributed almost \$2 million for this transaction to occur; and

WHEREAS, DuPage County will contribute \$250,000 for this transaction to occur; and

WHEREAS, many private donors have contributed over \$700,000 for this transaction to occur; and

WHEREAS, the corporate authorities of the City of Naperville have determined that it is advisable, necessary and in the public interest that the City purchase the Subject Property for payment of \$3 million and that said acquisition is for a public purpose; and

WHEREAS, the corporate authorities of the City of Naperville have determined that it furthers the City's best interests, and it is in the public interest and a public purpose to acquire the Subject Property in order to retain the Museum in the City because of its positive impact in the community; to decrease the City's annual financial contribution to the Museum's operating and capital costs; and to increase the Museum's eligibility for additional grant money; and to increase the City's commuter parking supply; and

WHEREAS, in addition to the acquisition of the Subject Property, the City will also lease the building to the Museum for its continued use and the Museum will pay the City rent in accordance with the terms and conditions in said lease; and

WHEREAS, the City Council of the City of Naperville has determined that it is advisable and necessary for the health, safety and welfare of the residents of the City to provide for the purchase of approximately 3 acre of real property depicted in **Exhibit A** (Subject Property) in accordance with the terms and conditions contained in the attached Purchase and Sale Agreement Between the City of Naperville and DuPage Children's Museum (hereinafter, Purchase Agreement) and simultaneously lease the Subject Property to the Museum pursuant to the terms of a Lease Between The City Of Naperville And The DuPage Children's Museum (herinafter, Lease) : and

WHEREAS, the City of Naperville, as a home rule municipality, is authorized pursuant to Article 7, Section 6 of the Illinois Constitution to purchase property for public purposes; and

WHEREAS, by approval of this Ordinance City of Naperville hereby invokes its home rule powers and authority to enter into this Purchase Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DuPAGE AND WILL COUNTIES, ILLINOIS, in the exercise of its home rule authority as follows:

SECTION 1: The foregoing recitals are incorporated herein as though fully stated.

SECTION 2: The City Council of the City of Naperville has determined that it is in the best interests of the citizens of Naperville to acquire the Subject Property described in **Exhibit A** subject to the terms and conditions contained in the Purchase Agreement attached as **Exhibit B**.

SECTION 3: The Purchase Agreement attached to this Ordinance as **Exhibit B** is hereby approved.

SECTION 4: The City Manager and the City Clerk are hereby authorized and directed to execute the Purchase Agreement and all documents necessary or desirable to effectuate the acquisition of the Subject Property in accordance with the terms and conditions contained in the Purchase Agreement.

SECTION 5: The Ordinance shall be in full force and effect upon its passage and approval in accordance with law.

PASSED this _____ day of _____, 2010.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2010.

ATTEST:

A. George Pradel
Mayor

Pam LaFeber, Ph.D.
City Clerk

EXHIBIT A-Legal Description

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN STENGERS ADDITION TO NAPERVILLE AND PROCEEDING THENCE NORTH ALONG THE WEST LINE OF WASHINGTON STREET, 158.3 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE WESTERLY ALONG SAID SOUTH LINE, 278.7 FEET TO THE EAST LINE OF STENGER STREET; THENCE SOUTH ALONG THE EAST LINE OF STENGER STREET, BEING COINCIDENT WITH THE WEST LINE OF LOTS 13 AND 14 IN SAID ADDITION, 136 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EAST ALONG A LINE COINCIDENT WITH THE SOUTH LINES OF LOT 2 AND LOT 13 IN SAID ADDITION 278 FEET TO THE POINT OF BEGINNING, REFERENCE BEING HAD TO THE PLAT OF SAID ADDITION RECORDED AUGUST 31, 1914 AS DOCUMENT 117778, IN DUPAGE COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 12 IN STENGERS ADDITION, LYING NORTH OF THAT PART THEREOF DEDICATED FOR AN ALLEY IN INSTRUMENT RECORDED JUNE 21, 1950 AS DOCUMENT 596138 BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 1914 AS DOCUMENT 117778, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF STENGER STREET LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF SPRING STREET AND SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF CHICAGO, BURLINGTON AND QUINCY RAILROAD, ADJACENT AND CONTIGUOUS TO LOTS 10, 11, 12, 13 AND 14, AND LOTS 15, 16, 17, 18 AND 19 IN STENGERS ADDITION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON THE PLAT OF VACATION RECORDED JUNE 5, 1962 AS DOCUMENT R62-17580, IN DUPAGE COUNTY, ILLINOIS.

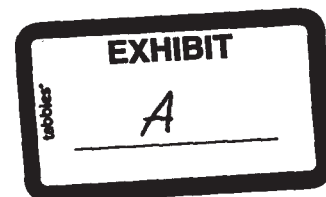
PARCEL 3:

THAT PART OF THE PUBLIC ALLEY (NOW VACATED) LYING WITHIN LOT 12 OF STENGERS ADDITION AND THAT PART OF THE PUBLIC ALLEY (NOW VACATED) LYING NORTH OF THE NORTHERLY RIGHT OF WAY OF SPRING AVENUE AND ADJACENT AND CONTIGUOUS TO LOTS 3 TO 7, INCLUSIVE ON THE EAST AND LOTS 8, 11 AND 12 ON THE WEST IN STENGERS ADDITION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT OF VACATION RECORDED JUNE 5, 1962 AS DOCUMENT R62-17580.

PARCEL 4:

LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11 AND THE SOUTH 2 FEET OF LOT 12, ALL IN STENGERS ADDITION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 1914 AS DOCUMENT 117778, IN DU PAGE COUNTY, ILLINOIS.

Common Address: 301 North Washington Street, Naperville, IL 60540



PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF NAPERVILLE AND DUPAGE CHILDREN'S MUSEUM

THIS PURCHASE AND SALE AGREEMENT is entered into as of the _____ day of _____, 2010 (hereinafter referred to as the EFFECTIVE DATE), by and between the CITY OF NAPERVILLE, an Illinois Municipal Corporation and home rule unit of government, with its principal offices at 400 South Eagle Street, Naperville, Illinois 60540 (hereinafter referred to as the CITY) and DUPAGE CHILDREN'S MUSEUM, an Illinois Not for Profit Corporation (hereinafter referred to as DCM) with offices located at 301 North Washington, Naperville, Illinois.

RECITALS

WHEREAS, the CITY has determined that it is in the best interests of the citizens of Naperville to acquire the real property that is the subject of this Agreement in order to retain the Museum in the City, to increase the City's commuter parking supply, and for such other public purposes as the CITY may determine are appropriate;

WHEREAS, DCM is the owner of a 3 acre property located on Washington Street in Naperville, which is improved with a building currently operating as a children's museum, which property is legally described on **Exhibit A** (hereinafter Subject Property) attached hereto and made part hereof; and

WHEREAS, the CITY agrees to purchase and DCM agrees to sell to the CITY the Subject Property under the terms and conditions provided for herein; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1. RECITALS INCORPORATED BY REFERENCE

1.1. The recitals set forth above are incorporated herein by reference.

2. PURCHASE PRICE

2.1. The purchase price (hereinafter "PURCHASE PRICE") of the SUBJECT PROPERTY shall be three million dollars (\$3,000,000) to be paid by the City as the sole consideration for this purchase.

3. DEED AND TITLE

3.1. DCM shall convey or cause to be conveyed to the CITY by a recordable, General Warranty Deed, good title to the SUBJECT PROPERTY subject only to the following permitted exceptions (hereinafter "Permitted Exceptions"), if any:

- a) Zoning laws and ordinances;
- b) Easements for public utilities;



- c) Public roads and highways and easements pertaining thereto;
- d) The Lease between DCM, as tenant, and the CITY, as landlord, as hereinafter described; and
- e) Such other title matters as the CITY agrees in writing to accept.

4. DCM REPRESENTATIONS AND COVENANTS

4.1. DCM represents, covenants and warrants that it will convey the SUBJECT PROPERTY free from any and all liens and encumbrances excepting only the Permitted Exceptions.

4.2. DCM represents, covenants and warrants that it has received, or prior to Closing will have received, \$1,940,000 from the State of Illinois to be used for the purpose of paying down the debt currently due and owing to Chase.

4.3. DCM represents, covenants and warrants that it has in escrow \$735,000 from private donors to be used for the sole purpose of eliminating the debt currently due and owing to Chase.

4.4. DCM represents, covenants and warrants that it has received, or prior to Closing will have received, \$250,000 from DuPage County to be used for the purpose of paying down the debt currently due and owing to Chase.

4.5. DCM warrants and represents that it has good title to the Subject Property except for the Permitted Exceptions and that it shall not permit any mechanic lien, judgment lien or mortgage lien to attach to the SUBJECT PROPERTY prior to Closing. If a mechanic lien, judgment lien, mortgage lien, or other lien is filed on the SUBJECT PROPERTY after the Closing relating to obligations or circumstances occurring prior to Closing, DCM agrees that it shall either satisfy such liens or shall be liable to defend and indemnify the CITY against such liens. It is further understood and agreed that the CITY may terminate this agreement and have no obligation to purchase the property if DCM fails to present good title as provided herein.

4.6. The provisions of this Paragraph 4 shall survive the Closing.

5. GENERAL TERMS AND CONDITIONS

5.1. This Agreement is subject to the general terms and conditions contained in this Paragraph 5.

5.2. DCM has heretofore furnished the CITY with a title commitment for the SUBJECT PROPERTY issued by Chicago Title Insurance Company (Title Company) on the current form of the American and Title Association Owner's Policy (or equivalent policy) in the amount of the PURCHASE PRICE through the date thereof. At Closing, DCM shall provide the CITY with a marked up title commitment in the amount of the PURCHASE PRICE, showing

DCM in title, subject only to the Permitted Exceptions set forth in paragraph 3 above and the usual general exceptions contained in Owner's Policies issued by the title company. The CITY shall pay for the cost of the title commitment and the premium for any title insurance policy to be issued. The CITY shall also be solely responsible to pay for any endorsements thereto requested by the CITY. If a New York Style closing is requested, a pro forma title policy will be provided to the CITY at Closing showing the CITY in title, subject only to the Permitted Exceptions and the usual general exceptions contained in Owners' Policies issued by the title company.

5.3. The CITY has heretofore notified DCM of certain exceptions disclosed in the Title Commitment that are not Permitted Exceptions. DCM shall then have until October 8, 2010 to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions, and to provide evidence of same to CITY. The Closing date shall be delayed, if necessary, to allow DCM time to have said exceptions waived or insured over.

5.4. At Closing, DCM shall provide the CITY with evidence that any unpermitted exceptions have been waived, or in the alternative, shall provide CITY with a commitment for title insurance specified above as to such exceptions. If this condition is not met by DCM, the CITY may elect to terminate this Agreement or to take the title as it then is.

5.5. DCM shall furnish the CITY at the Closing an Affidavit of Title, covering the date of Closing, subject only to the Permitted Exceptions or as to those exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified herein.

5.6. DCM has heretofore provided the CITY with an ALTA/ACSM Land Title Survey (hereinafter "Survey") for SUBJECT PROPERTY which Survey was prepared and certified by a Professional Land Surveyor in accordance with the 2005 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Survey.

6. ASSIGNMENT

6.1. Prior to Closing DCM shall not assign, transfer or pledge this Agreement, nor shall it lease or sublet the SUBJECT PROPERTY, without the CITY's prior written consent.

7. CLOSING DATE

7.1. When used herein, the term "Closing" shall mean the conveyance of the SUBJECT PROPERTY to the CITY and the payment of the purchase price upon the issuance to the CITY of a policy of title insurance to the SUBJECT PROPERTY subject only to the Permitted Exceptions, or as otherwise agreed to by the CITY in writing, and subject to all terms and conditions set forth herein.

7.2. Closing shall occur on October 6, 2010 at the Wheaton, Illinois office of Chicago Title Insurance Company at 11 a.m. unless the parties otherwise mutually agree. In no event shall the Closing be after October 8, 2010. The Closing shall occur, via Closing Escrow, at the offices of the Title Company identified above.

8.
THE PARTIES

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF

8.1. The obligation of the City to purchase the SUBJECT PROPERTY is expressly conditioned upon delivery to the Closing Escrow of the following:

- a) The sum of \$1,940,000 representing the grants from the State of Illinois;
- b) At least \$735,000 representing private donations; and
- c) The sum of \$250,000 representing the grants from the County of DuPage.

8.2. The obligation of DCM to sell the SUBJECT PROPERTY is expressly conditioned upon delivery to the Closing Escrow of the following:

- a) The sum of \$1,940,000 representing the grants from the State of Illinois;
- b) At least \$735,000 representing private donations;
- c) The sum of \$250,000 representing the grants from the County of DuPage; and
- d) Delivery to Title Company in an escrow of executed releases of mortgage, assignment of rents and all other security interests of JP Morgan Chase Bank, N.A., as successor by merger to Bank One N.A., as successor by merger to American National Bank & Trust Company of Chicago, all of which shall be in form sufficient to cause the Title Company to issue its Title Insurance policy in favor of City in the amount of \$3,000,000.

9.
ENTIRE AGREEMENT

9.1. This Agreement contains the entire agreement between the parties for purposes of the purchase and sale of the Subject Property.

9.2. All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement.

10.
BINDING EFFECT

10.1. This Agreement shall be binding upon the parties hereto, their assigns, successors and grantees.

11.
NOTICES

11.1. Notices or other writings which any party is required to, or may wish to serve upon any other party in connection with this Agreement, shall be in writing and shall be delivered either personally, by facsimile or by certified mail, return receipt requested, postage prepaid, addressed as follows:

FOR THE CITY

Legal Department
CITY OF NAPERVILLE
400 S. Eagle St.
P.O. Box 3020
Naperville, Illinois 60566-7020
Fax No.: (630) 305-5355

FOR DCM

James M. Sheehan
One Tellabs Center
1415 W. Diehl Road
Naperville IL 60563
(630) 798-3456

WITH A COPY TO

Dykema Gossett PLLC
Attn: George N. Gilkerson, Jr.
4200 Commerce Ct., Suite 300
Lisle, Illinois 60532
Facsimile No.: (866) 261-4333

11.2. Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice served by certified mail shall be effective on the date of mailing if it relates to termination of this Agreement. Notice as to any issue other than termination which is served by certified mail shall be deemed effective three (3) days after being sent.

12. WARRANTIES

12.1. The corporate authorities of the CITY warrant that they have the authority to enter into this Agreement.

12.2. DCM warrants that it has the authority to enter into this Agreement.

13. SEVERABILITY

13.1. If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and

such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any paragraph, subparagraph, sentence or clause not adjudged to be invalid.

14. VENUE

14.1. Venue for any action taken by the CITY or DCM, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois or the United States District Court, Northern District of Illinois, Eastern Division.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms.

CITY OF NAPERVILLE

DUPAGE CHILDREN'S MUSEUM

By: Douglas A. Krieger
Its: City Manager

By: James M. Sheehan
Its: President

ATTEST:

\

By: Pam LaFeber
Its: City Clerk

MFS: ATTESTATION BY
DCM ISN'T NECESSARY

ORDINANCE NO. 10-__

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT
BETWEEN THE CITY OF NAPERVILLE AND DUPAGE CHILDREN'S MUSEUM**

WHEREAS, the DuPage Children's Museum [hereinafter Museum] and the City of Naperville have entered into a Purchase Agreement whereby the City will acquire ownership of the real property consisting of approximately 3 acres legally described in **Exhibit A**, [hereinafter Subject Property] which property is located at 301 North Washington Street in Naperville, Illinois; and

WHEREAS, for 13 years, the Museum has been located at the Subject Property, is visited by approximately 330,000 children, parents and teachers each year, has been recognized as one of the most visited cultural attractions in the State of Illinois; and

WHEREAS, the Museum acquired the Subject Property in 1997 for \$4.7 million and has made significant investments in the property; and

WHEREAS, the City of Naperville is a home rule municipality pursuant to Article 7, Section 6 of the Illinois Constitution and has powers to purchase property for public purposes; and

WHEREAS, the Museum has suffered financial difficulties over the years and has relied on the City for assistance through grant money; and

WHEREAS, once the City acquires the property and the Museum is located on publicly owned property, it will be eligible for significantly more grant money from many sources other than the City; and

WHEREAS, the State of Illinois has contributed almost \$2 million to assist in the City's acquisition of the Subject Property; and

WHEREAS, DuPage County will contribute \$250,000 to assist in the City's acquisition of the Subject Property; and

WHEREAS, many private donors have contributed over \$700,000 to assist in the City's acquisition of the Subject Property; and

WHEREAS, the corporate authorities of the City of Naperville have determined that it is advisable, necessary and in the public interest that the City purchase the Subject Property for payment of \$3 million and that said acquisition is for a public purpose; and

WHEREAS, the corporate authorities of the City of Naperville have determined that it furthers the City's best interests, and it is in the public interest and a public purpose to acquire the Subject Property and to Lease said Property in order to retain the Museum in the City because of its positive impact in the community; to decrease the City's annual financial contribution to the Museum's operating and capital costs; and to increase the Museum's eligibility for additional grant money; and to increase the City's commuter parking supply; and

WHEREAS, in accordance with the terms and conditions contained in the Lease of the Property, attached hereto as Exhibit B, the City will lease the building to the Museum for its continued use and the Museum will pay the City rent in accordance with the terms and conditions in said Lease; and

WHEREAS, during the term of the Lease, the Museum will not receive SECA funds to assist in Museum operating expenses or debts. It is the intention of the City Council to allocate SECA funds to finance the purchase price of the Museum.

WHEREAS, the City Council of the City of Naperville has determined that it is advisable and necessary for the health, safety and welfare of the residents of the City to Lease

said property to the Museum in accordance with the terms and conditions contained in the attached Lease Agreement Between the City of Naperville and DuPage Children's Museum; and

WHEREAS, during the term of the Lease, the City will maintain oversight of the Museum through the provision of membership on the Museum Board and annual City Council approval of the Museum Budget as further delineated in the Lease; and

WHEREAS, the City of Naperville, as a home rule municipality, is authorized pursuant to Article 7, Section 6 of the Illinois Constitution to Lease said property for public purposes; and

WHEREAS, by approval of this Ordinance City of Naperville hereby invokes its home rule powers and authority to enter into this Lease.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DuPAGE AND WILL COUNTIES, ILLINOIS, in the exercise of its home rule authority as follows:

SECTION 1: The foregoing recitals are incorporated herein as though fully stated.

SECTION 2: The City Council of the City of Naperville has determined that it is in the best interests of the citizens of Naperville to Lease the Subject Property described in **Exhibit A** subject to the terms and conditions contained in the Lease attached as **Exhibit B**.

SECTION 3: The Lease attached to this Ordinance as **Exhibit B** is hereby approved.

SECTION 4: The City Manager and the City Clerk are hereby authorized and directed to execute the Lease and all documents necessary or desirable to effectuate the lease of the Subject Property in accordance with the terms and conditions contained in the Lease Agreement.

SECTION 5: The Ordinance shall be in full force and effect upon its passage and approval in accordance with law.

PASSED this _____ day of _____, 2010.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2010.

A. George Pradel
Mayor

ATTEST:

Pam LaFeber, Ph.D.
City Clerk

EXHIBIT A-Legal Description

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN STENGERS ADDITION TO NAPERVILLE AND PROCEEDING THENCE NORTH ALONG THE WEST LINE OF WASHINGTON STREET, 158.3 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE WESTERLY ALONG SAID SOUTH LINE, 278.7 FEET TO THE EAST LINE OF STENGER STREET; THENCE SOUTH ALONG THE EAST LINE OF STENGER STREET, BEING COINCIDENT WITH THE WEST LINE OF LOTS 13 AND 14 IN SAID ADDITION, 136 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EAST ALONG A LINE COINCIDENT WITH THE SOUTH LINES OF LOT 2 AND LOT 13 IN SAID ADDITION 278 FEET TO THE POINT OF BEGINNING, REFERENCE BEING HAD TO THE PLAT OF SAID ADDITION RECORDED AUGUST 31, 1914 AS DOCUMENT 117778, IN DUPAGE COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 12 IN STENGERS ADDITION, LYING NORTH OF THAT PART THEREOF DEDICATED FOR AN ALLEY IN INSTRUMENT RECORDED JUNE 21, 1950 AS DOCUMENT 596138 BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 1914 AS DOCUMENT 117778, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF STENGER STREET LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF SPRING STREET AND SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF CHICAGO, BURLINGTON AND QUINCY RAILROAD, ADJACENT AND CONTIGUOUS TO LOTS 10, 11, 12, 13 AND 14, AND LOTS 15, 16, 17, 18 AND 19 IN STENGERS ADDITION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON THE PLAT OF VACATION RECORDED JUNE 5, 1962 AS DOCUMENT R62-17580, IN DUPAGE COUNTY, ILLINOIS.

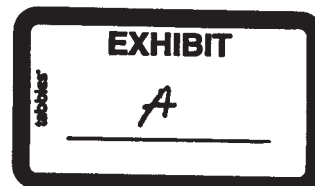
PARCEL 3:

THAT PART OF THE PUBLIC ALLEY (NOW VACATED) LYING WITHIN LOT 12 OF STENGERS ADDITION AND THAT PART OF THE PUBLIC ALLEY (NOW VACATED) LYING NORTH OF THE NORTHERLY RIGHT OF WAY OF SPRING AVENUE AND ADJACENT AND CONTIGUOUS TO LOTS 3 TO 7, INCLUSIVE ON THE EAST AND LOTS 8, 11 AND 12 ON THE WEST IN STENGERS ADDITION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT OF VACATION RECORDED JUNE 5, 1962 AS DOCUMENT R62-17580.

PARCEL 4:

LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11 AND THE SOUTH 2 FEET OF LOT 12, ALL IN STENGERS ADDITION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 1914 AS DOCUMENT 117778, IN DU PAGE COUNTY, ILLINOIS.

Common Address: 301 North Washington Street, Naperville, IL 60540



**LEASE BETWEEN THE CITY OF NAPERVILLE
AND THE DUPAGE CHILDREN'S MUSEUM
LOCATED AT 301 NORTH WASHINGTON STREET, NAPERVILLE, ILLINOIS**

THIS LEASE is made and entered into this ___ day of September, 2010 between the City of Naperville, a municipal corporation and a home rule unit of local government, having an address at 400 South Eagle Street, Naperville Illinois 60540, as landlord (the "Landlord"), and the DuPage Children's Museum, an Illinois not-for-profit corporation, having an address at 301 North Washington Street, Naperville, Illinois 60540 as tenant ("Tenant") for rental of the Land , legally described on the attached Exhibit A and improvements to the Land (the "Building") known as and located at 301 North Washington Street, Naperville Illinois 60540.

SCHEDULE

1. Premises: The Land and Building.
2. Rent: Years 1-5: \$1.00 per year.

 Years 6-20: \$62,056 subject to annual increases based on the Consumer Price Index – Urban (CPI-U).
3. Commencement Date: September 30, 2010
4. Termination Date: September 30, 2030
5. Other Material Requirements of the Lease:
 - a) Landlord access to up to 57 parking spaces for commuters at the Premises.
 - b) Landlord oversight of Tenant shall include 2 full voting members on the Tenant's Board.
 - c) Review and approval of Tenant's budget during the Lease term.



TERMS AND CONDITIONS

I. RENTAL. Landlord leases to Tenant and Tenant leases from Landlord the Premises described in Item 1 of the Schedule, subject to the covenants and conditions set forth in this Lease for the lease term described in Section II below. The Tenant shall pay Landlord annual Rent of \$1.00 for years 1-5 of this lease. The Tenant shall pay Landlord annual Rent of \$62,056 effective September 30, 2016. Thereafter, at the Landlord's option, the annual Rent of \$62,056 may be increased each year but only to the extent that there is an increase in the Consumer Price Index – Urban (CPI-U). Effective September 30, 2016, the annual Rent shall be paid in twelve equal monthly payments each of which shall be due on the last day of the month. At such time as the Rent paid over the term including any renewal terms exceeds \$3 million (\$3,000,000), the rent payment shall revert to \$1.00 per annum.

II. TERM, TERMINATION AND AUTOMATIC RENEWAL. The original term of this lease shall be for 20 years, commencing on the Commencement Date described in Item 3 of the Schedule and ending on the Termination Date described in Item 4 of the Schedule, unless renewed or earlier terminated as provided herein. The Tenant may terminate this Lease for any reason at any time upon twelve month's prior written notice to Landlord. Landlord may terminate this Lease only (i) upon a material breach of a provision of the Lease which has not been cured by Tenant and after Tenant has been provided with a reasonable opportunity to do so and (ii) if the material breach has not been cured after twelve month's prior written notice.. This Lease shall be automatically renewed, if neither party provides at least 90 days prior

written notice of intent to terminate, for ten (10) successive terms of five (5) years each, for a total of 50 years of renewal terms after the original 20-year term.

III. LANDLORD ACCESS TO PARKING SPACES FOR COMMUTERS. During the term of this lease, the Landlord shall have access to up to 57 parking spaces, which will be phased in such a manner that it will not negatively impact the Tenant's business operations. In addition, the Landlord's access to parking spaces shall not impair or affect the Tenant's compliance with parking requirements under the Naperville Municipal Code.

IV. LIMITATIONS ON TENANT'S ACCESS AND USE OF SECA FUNDS. The Tenant shall forego any and all future funds currently referred to as "SECA" (Special Events and Cultural Amenities) funds pursuant to the Naperville Municipal Code, to assist with the Tenant's operating expenses or debts. It is understood and agreed that the Landlord may rely upon such SECA funds to finance the debt incurred to purchase the Premises. In addition, this provision shall not be construed as a limitation on the Tenant's ability to apply for, and seek, SECA funds for special projects and other capital projects in the future. At such time as the Rent paid over the term including any renewal terms exceeds \$3 million (\$3,000,000), the restrictions and limitations on Tenant's eligibility to apply for, and to access, SECA funds, shall no longer apply and this Section IV shall be null and void.

V. LANDLORD'S PARTICIPATION ON TENANT'S BOARD. During the term of this lease, there shall be two members, with full voting rights, who shall serve on the governing board of the Tenant. The two members shall be selected by the Landlord and shall hold the office of councilman for the City of Naperville.

VI. LANDLORD'S REVIEW AND APPROVAL OF TENANT'S BUDGET. During the term of this lease, the City Council of the City of Naperville shall review and approve the Tenant's budget each year. Tenant shall submit its budget to the City Council no later than April 30 of each year and the City Council shall take action either approving or denying the Tenant's total budget as a whole within 30 days of its submission. If the City Council fails to act within this time frame, the budget shall be deemed approved.

VII. OPERATION, MAINTENANCE AND REPAIRS. Tenant shall operate the Premises in a reasonable and safe manner and shall maintain the Premises in good order and repair at all times. Tenant shall, at its sole expense, maintain, repair and replace the interior of the Building, as well as maintain, repair and replace the exterior of the Building, roof, heating ventilation and air conditioning systems, elevators, signage, parking lot (except any spaces utilized by the Landlord as further provided herein) and landscaping, including without limitation snow removal and such other exterior areas of the Building as necessary for the safety and preservation of the Premises at Tenant's sole cost. Tenant shall be solely responsible for all maintenance, repair and replacement costs provided herein. It is understood and agreed that the Landlord shall be responsible for its proportionate share of maintenance, snow removal and repair costs for any parking spaces for commuters as provided in Section III Landlord's Access to Parking Spaces for Commuters, herein.

VIII. COOPERATION AND COST SAVINGS. Landlord and Tenant agree to work together during the Term of this Lease to identify and implement measures to save costs relating to the operation and maintenance of the Premises, whether by using

resources and services of the Landlord or otherwise. The parties shall work cooperatively to obtain grant funds to increase the parking supply at the Premises, including but not limited to assistance to provide storm water in a manner that will allow such an increase. Nothing contained in this section shall be construed as a limitation or restriction on the Tenant's primary objective to obtain grant money for operating purposes.

IX. USE. Tenant agrees that it shall use and occupy the Premises only as a children's museum and for such ancillary uses lawfully permitted. Tenant shall comply with all federal, state and municipal laws, ordinances and regulations and all covenants, conditions and restrictions of record applicable to Tenant's use or occupancy of the Premises. Without limiting the foregoing, Tenant shall not cause nor permit, any hazardous or toxic substances to be brought upon, stored, used, discharged or disposed of in, or about the Premises or Building in violation of applicable laws.

X. ALTERATIONS. Landlord in its municipal capacity has previously approved construction of Phase II of Tenant's original building plan ("Phase II"). During the term, Tenant may construct Phase II at its expense provided that Phase II complies with Landlord's then current ordinances and codes. Tenant shall have the right, with Landlord's consent, to make other alterations, additions, modifications, and expansions to the Building provided Tenant complies with Landlord's then current ordinances and codes. Upon completion of any such work, Tenant shall promptly furnish Landlord with sworn owner's and contractors statements and full and final waivers of lien covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's lien in excess of \$20,000 to be filed against the

Building, or any part thereof, arising out of any work performed, or alleged to have been performed, by or on behalf of Tenant. If any lien is filed, Tenant shall, within 30 days after notice thereof, have such lien released of record or deliver to Landlord a bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof.

XI. INDEMNIFICATION AND INSURANCE. The Tenant shall, during the term of this Lease, indemnify and hold the Landlord harmless against any liability, judgments, expenses, attorney's fees, or claims, including personal injury, death and property damage, arising out of or occurring on or about the Premises and subject property; provided, however, no such indemnification shall be required with respect to losses or liabilities caused by the negligent acts or omissions of the Landlord. Landlord shall be liable, as provided by law, for any liability, judgments, expenses, attorney's fees or claims, including personal injury, death and property damages, arising out of or occurring on or about the Premises and subject property as a result of its use of, and access to, parking spaces for commuters as provided in Section III Landlord Access to Parking Spaces for Commuters, herein.

The Tenant, at its sole expense, shall provide insurance coverage as may be agreed to by the parties from time to time on condition that:

- a. The Landlord shall be named as an additional insured on all policies.
- b. The Tenant shall provide fire and casualty insurance in an amount equal to the replacement value of the Building.

- c. Certificates of insurance evidencing coverages required hereunder shall be provided at Landlord's request.

XII. FIRE AND CASUALTY. In the event that the Premises shall suffer any loss or damage or if the Premises is destroyed by any fire, explosion, or other casualty, Landlord and Tenant agree to use the following procedure:

- a. Tenant shall decide whether to repair, rebuild or demolish the Premises within ninety (90) days of the date of loss or damage to, or destruction of the Premises, and shall notify Landlord of its decision no later than ten (10) days after the expiration of that ninety (90) day period. Landlord and Tenant may mutually agree to extend that ninety (90) day period as necessary and as agreed. Any repairs or reconstruction shall return the Building at least to the size and condition immediately prior to damage or destruction but in conformance with then applicable law and codes. All costs or repairs or reconstruction over and above insurance proceeds shall be borne by the Tenant.
- b. All funds or proceeds from policies of insurance from damage or loss due to fire, explosion or other casualty shall be deposited into an account at a depository agreed upon by Landlord and Tenant. Any disbursements of funds or proceeds from said account shall be for the purposes of repair, rebuilding or demolition of the damaged buildings or structures or distribution pursuant to Paragraph 6(d). Disbursements shall be made only with the approval of the City Manager of the Landlord and the Executive

Director of the Tenant which shall be consistent with the decision of the Tenant whether or not to repair pursuant to paragraph (a), above.

- c. If Tenant elects to repair or rebuild the damaged or destroyed buildings or structures on the Premises, Tenant shall procure and maintain, at Tenant's own cost and expense, appropriate policies of insurance to protect Landlord during the repair or rebuilding. Any such policies shall name the Landlord as an insured and shall comply with other provisions of this Lease relating to insurance.
- d. If Tenant chooses not to repair or rebuild the buildings or structures on the Premises for its continued tenancy, the Lease shall be considered terminated, unless Landlord and the Tenant otherwise agree.

XIII. CONDEMNATION. If the Premises or the Building is rendered unusable for Tenant's purposes by reason of a condemnation (or by a deed given in lieu thereof) by an entity other than Landlord in its municipal capacity, then either party may terminate this Lease by giving written notice of termination to the other party within thirty (30) days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. If this Lease so terminates, Rent shall be paid through and apportioned as of the date of such condemnation. If such condemnation does not render the Premises or the Building unusable for Tenant's purposes, this Lease shall continue in effect and Landlord shall promptly restore the portion not condemned to the extent reasonably possible to the condition existing prior to the condemnation and the Rent shall be abated proportionally. In such event, however, Landlord shall not be required to expend an amount in excess of the

proceeds received by Landlord from the condemning authority. Landlord shall not condemn the Premises or the Lease..

XIV. CERTAIN RIGHTS RESERVED TO CITY. Landlord reserves the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim: (a) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; and (b) upon reasonable prior notice, to inspect the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for reoccupancy.

XV. ASSIGNMENT AND SUBLETTING.

a. Landlord's Consent. Tenant shall not, without the prior written consent of Landlord: (i) assign, convey, mortgage or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit the use of the Premises by any person other than Tenant, its employees and visitors. Any such transfer, sublease or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of Landlord shall be void and of no effect. Landlord's consent to any Transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future Transfer. Landlord's consent to any Transfer or acceptance of rent from any party other than Tenant shall not release Tenant from any covenant or obligation under this Lease. Landlord may require as a condition

to its consent to any assignment of this Lease that the assignee execute an instrument in which such assignee assumes the obligations of Tenant hereunder.

- b. Standards for Consent. If Tenant desires the consent of Landlord to a Transfer, Tenant shall submit to Landlord, at least ninety (90) days prior to the proposed effective date of the Transfer, a written notice which includes such information as Landlord may require about the proposed Transfer and the transferee. Landlord shall not unreasonably withhold or delay its consent to any assignment or sublease. However, it is understood and agreed that the Landlord has broad discretion in its decision whether to consent to a transfer or assignment.

XVI. SURRENDER OF POSSESSION. The Tenant shall surrender possession of the premises at the termination of this lease in a state of good repair.

XVII. REAL ESTATE TAXES. The Tenant shall pay any and all real estate taxes and special assessments which may be assessed against the Landlord due to the existence of this Lease and/or any sublease or use.

XVIII. QUIET ENJOYMENT. As long as no default exists after the expiration of the applicable notice and cure period, Tenant shall peacefully and quietly have and enjoy the Premises for the term.

XIX. DEFAULTS AND REMEDIES. In the event of a breach or default of the terms of this Lease by either party, the defaulting party shall have thirty (30) days after written notice of such default to cure such default, or with respect to a default which cannot be reasonably be cured within thirty (30) days, such cure period shall be extended to a reasonable time period as is appropriate under the circumstances. If such default is not cured within the applicable cure period, then the non-defaulting

party shall have all rights and remedies available at law and in equity. Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease. Venue shall be the Eighteenth Judicial Circuit, DuPage County, Illinois.

XX. NOTICES. All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be, at the address set forth above or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or two (2) business days after posting in the United States mail.

XXI. MISCELLANEOUS. Subject to Section XV of this Lease, each provision of this Lease shall extend to, bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns; and all references herein to Landlord and Tenant shall be deemed to include all such parties. This Lease, and the riders and exhibits, if any, attached hereto which are hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant; and Landlord has made no representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant. Time is of the essence of this Lease and each and all of its provisions. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other

provisions. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois. Landlord shall not be in default hereunder and Tenant shall not be excused from performing any of its obligations hereunder if Landlord is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond Landlord's reasonable control. Either party may record a memorandum of this Lease.

IN WITNESS whereof, the Landlord and the Tenant have authorized the execution of and agreed to this Lease this _____ day of _____, 2010.

CITY OF NAPERVILLE

DUPAGE CHILDREN'S MUSEUM

By: Douglas A. Krieger
Its: City Manager

By: James M. Sheehan
Its: President

ATTEST:

ATTEST:

By: Pam LaFeber
Its: City Clerk

By: Lenore M. Johnson
Its: Secretary

CITY OF NAPERVILLE, ILLINOIS

2022

February Financial Report

FEBRUARY 1, 2022



TONIGHT'S AGENDA

2021 Budget Review

- Preliminary, unaudited results by fund category

Revenue and Expenditure Summaries

- Highlight 2021 performance

Future Topics

- Preview topics to be discussed in early 2022

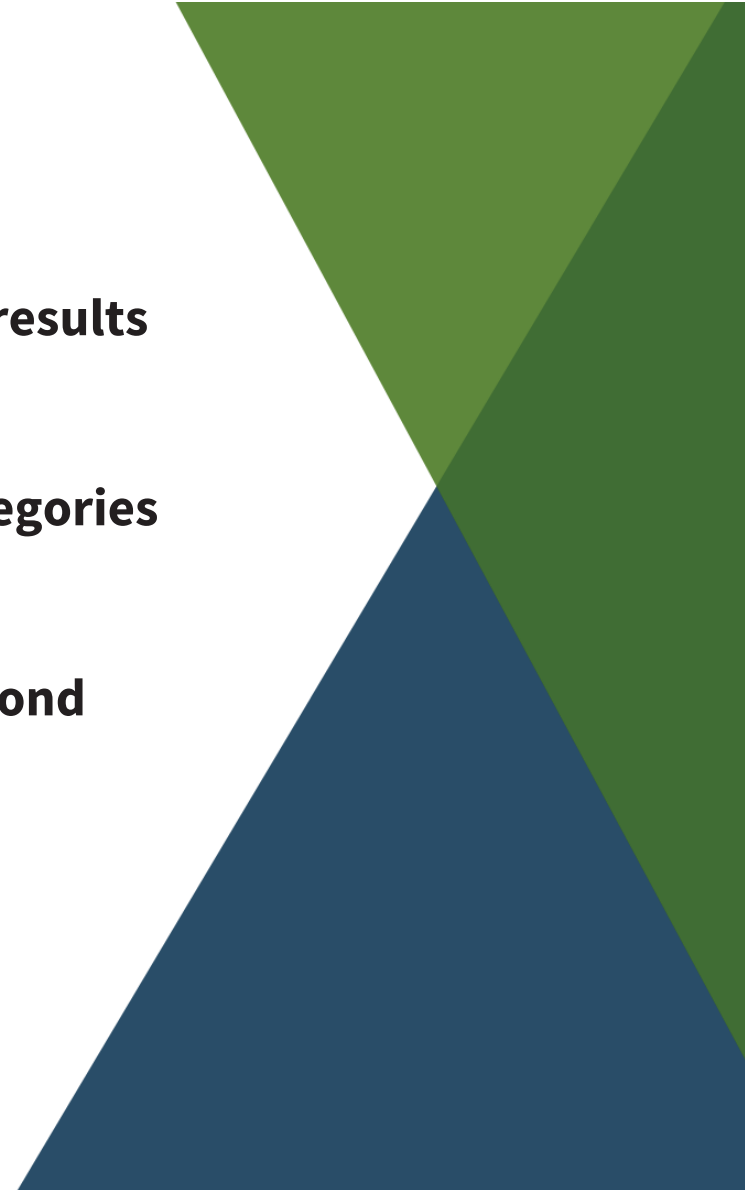
2022

Monthly Financial Reports



THIS MONTH'S HIGHLIGHTS

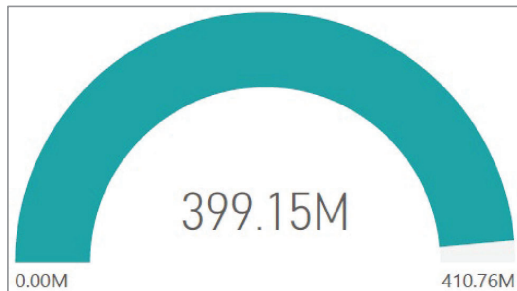
- **Rapid economic recovery fueled strong 2021 revenue results**
- **Spending aligned with budget projections in most categories**
- **Overall financial position continues to improve; AAA bond rating re-affirmed last month**
 - **Rating maintained for over 25 years**



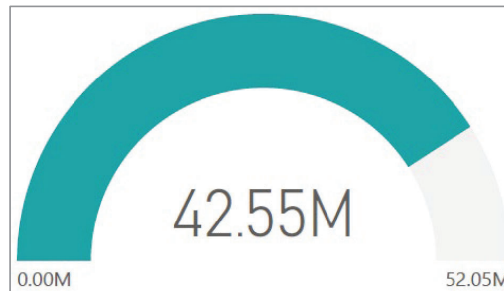
2021 BUDGET SUMMARY

Revenues

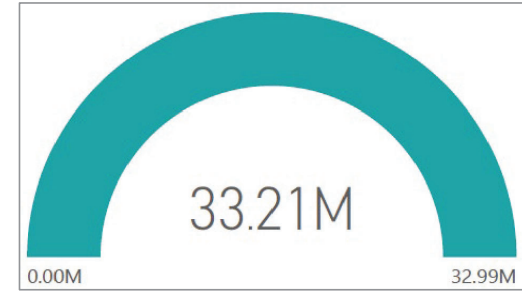
Maintenance & Operating Funds



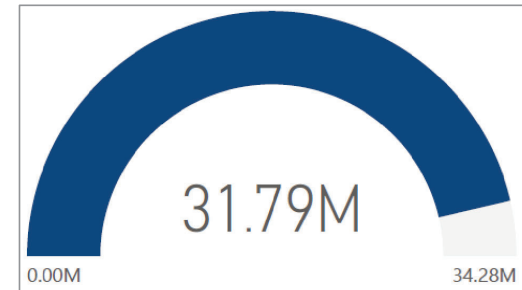
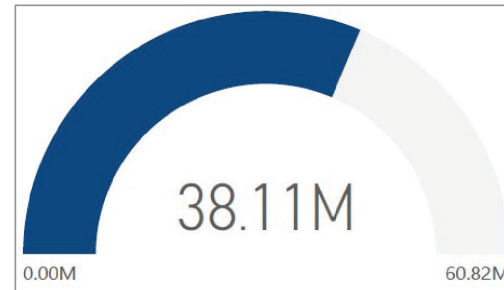
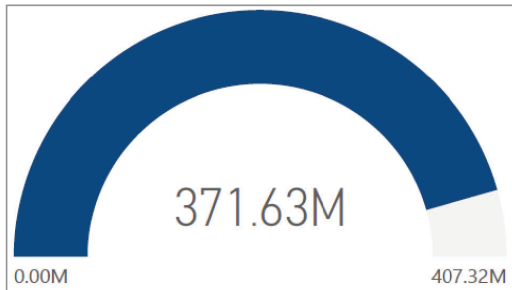
Capital & Debt Service Funds



Special Funds



Expenses



\$ in millions

MAJOR OPERATING FUNDS

	Revenues	Expenses	Margin
General Fund	141.41	128.45	12.97
Electric Fund	154.23	149.37	4.86
Water Fund	70.06	66.82	3.24

\$ in millions

General Fund aided by strong revenue recovery – adds \$13M to cash balance

- Revenues 8.5%, or \$11.2M over budget; Expenses 1.4%, or \$1.8M under budget

Electric Utility performed close to expectations – adds \$4.8M to cash balance

- Revenues slightly lower than projected; results in lower purchased electricity costs

Water Utilities expenses projected flat to revenues after final payments

- 2022 bond issuance will replenish cash spent on Water AMI in 2021

REVENUE SUMMARY

Category	Source	Total (\$)	Comparison*
State Shared	Sales tax	\$40.5M	21% increase
	Income tax	\$19.5M	22% increase
Service Charges	Electric	\$150M	3% below '21 projections
	Water/Wastewater	\$70.3M	7% above '21 projections
	Ambulance fees	\$6.9M	16% above '21 projections
Local Taxes	HRST	\$15.8M	24% increase
	Food & beverage	\$5.3M	39% increase
	Hotel/motel	\$1.2M	50% below 2019
	Real estate	\$7.4M	74% increase
Other Revenues	Building permits	\$1.4M	29% increase
	Commuter parking	\$943K	76% of '21 budget

*comparison is to 2020 totals unless otherwise noted

EXPENSE SUMMARY

Salaries and Benefits

- Total salaries and wages, including overtime, total \$101.7M – 98% of budget
- General Fund salaries slightly over budget – historical vacancy not met

Healthcare

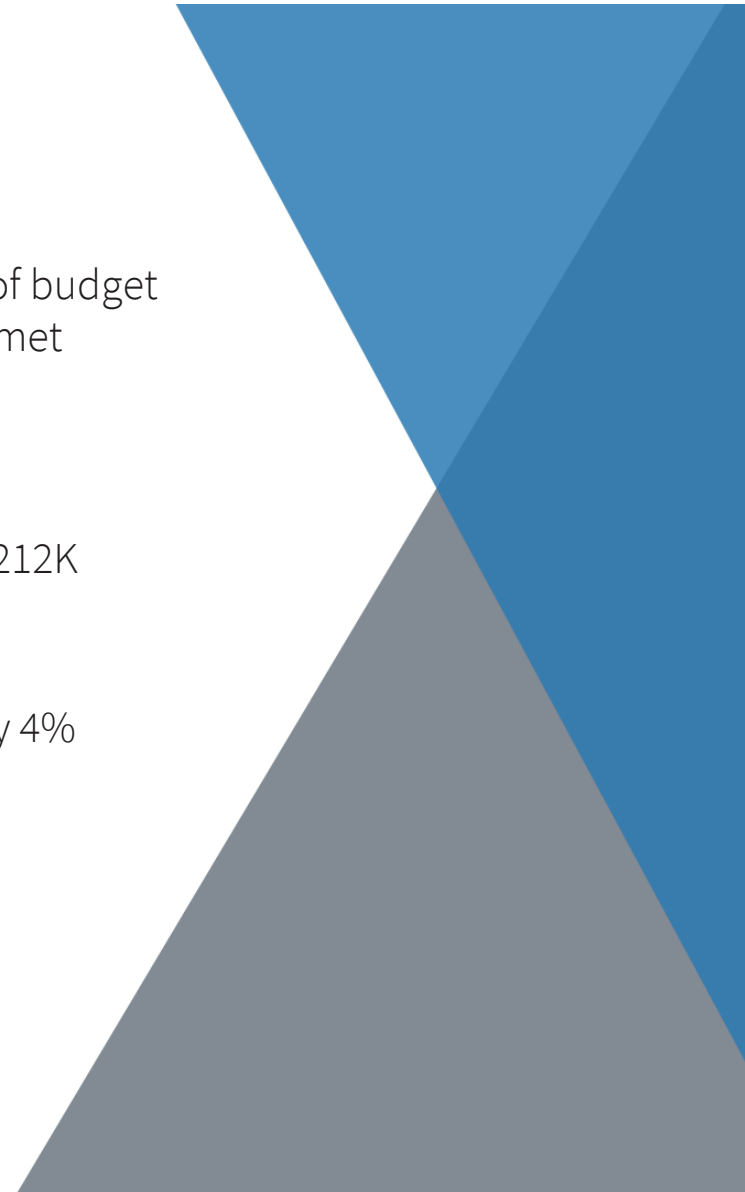
- Medical claims/administrative fees under budget by over \$2M
- Dental claims under budget by \$193K; prescription drugs over by \$212K

Purchased Services and Items

- Purchased electricity under budget by 6%; purchased water over by 4%
- Purchased services at \$33.3M under budget by 20%
- Purchased items over budget by 5% at \$22.6M

Capital Outlay

- Capital expenses total \$50M, or 60% of budget
- Under budget due to project deferrals and favorable bids in 2021
- Most deferred projects budgeted in 2022



FUTURE TOPICS

Trend reporting

- Continue monitoring & reporting on economic trends impacting the budget

Utility assistance

- Council request for additional information on utility rate assistance

Naper Settlement transfer

- Amend 2021 budget to correct negative fund balance through a General Fund transfer

Capital projects balancing

- Amend 2021 budget to align spending between Bond Fund and Capital Projects Fund

2022

Monthly Financial Reports



QUESTIONS?

