

United City of Yorkville

800 Game Farm Road Yorkville, Illinois 60560 Telephone: 630-553-4350

www.yorkville.il.us

AGENDA CITY COUNCIL MEETING Tuesday, May 10, 2016 7:00 p.m.

City Hall Council Chambers 800 Game Farm Road, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I WARD II WARD III WARD IV

Carlo Colosimo Jackie Milschewski Chris Funkhouser Diane Teeling Ken Koch Larry Kot Joel Frieders Seaver Tarulis

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. ADM 2015-44 Ordinance Approving a Water Tower Lease Agreement with TCG Solutions, Inc. (Water Towers at 4600 North Bridge Street, 610 Tower Lane, 3299 Lehman Crossing, 2224 Tremont And Route 71) – *authorize Mayor and City Clerk to execute*

Minutes for Approval:

1. Minutes of the Regular City Council – April 12, 2016

Bills for Payment (Informational): \$560,197.79

Mayor's Report:

- 1. CC 2016-29 Selection of Mayor Pro-Tem for Fiscal Year 2017
- 2. CC 2016-30 Appointments to Boards and Commissions
- 3. CC 2016-31 Proclamation for National Safe Boating Week

Public Works Committee Report:

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Plan Commission:

Zoning Board of Appeals:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Executive Session:

Citizen Comments:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: May 18, 2016 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman MilschewskiFinanceLibrary

Vice-Chairman: Alderman Frieders Administration

Committee: Alderman Teeling Alderman Tarulis

ECONOMIC DEVELOPMENT: June 7, 2016 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u> <u>Departments</u> <u>Liaisons</u>

Chairman: Alderman Koch Community Development Plan Commission

Vice-Chairman: Alderman Teeling Building Safety and Zoning Yorkville Econ. Dev. Corp. Committee: Alderman Colosimo Kendall Co. Plan Commission

Committee: Alderman Funkhouser

PUBLIC SAFETY: July 7, 2016 – 6:30 p.m. – City Hall Conference Room

Committee Departments Liaisons

Chairman: Alderman Kot Police School District

Vice-Chairman: Alderman Frieders Committee: Alderman Colosimo Committee: Alderman Tarulis

PUBLIC WORKS: May 17, 2016 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman FunkhouserPublic WorksPark BoardVice-Chairman:Alderman MilschewskiEngineeringYBSD

Committee: Alderman Kot Parks and Recreation

Committee: Alderman Koch

UNITED CITY OF YORKVILLE WORKSHEET CITY COUNCIL

Tuesday, May 10, 2016 7:00 PM

CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:
CITIZEN COMMENTS ON AGENDA ITEMS:
CONSENT AGENDA:
1. ADM 2015-44 Ordinance Approving a Water Tower Lease Agreement with TCG Solutions, Inc.
Approved: Y N Subject to
Removed
□ Notes

MINU	UTES FOR APPROV			 	
1.	Minutes of the City C		il 12, 2016	 	
	Approved: Y				
	Removed				
	□ Notes				
BILL	S FOR PAYMENT:			 	
1.	Bills for Payment (In			 	
	□ Notes				
MAY	OR'S REPORT:			 	
1.	CC 2016-29 Selectio			 	
	☐ Approved: Y	-			
	☐ Removed				
	□ Notes				

2.	CC 2016-30 Appoin	tments to Boa	rds and Commissions	
			_ □ Subject to	
	☐ Removed			
3.	☐ Approved: Y ☐ Removed	N	ional Safe Boating Week _ □ Subject to	
ADDI	TIONAL BUSINES	S:		

CITIZEN COMMENTS:		



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

Agenda Item Number
CA #1
Tracking Number
ADM 2015-44

Agenda Item Summary Memo

Title: TCG Solutions	Lease Agreement	
Meeting and Date:	City Council – May 10, 2016	
Synopsis: See attach	ed memo.	
Council Action Prev	iously Taken:	
Date of Action: N/A	Action Taken:	
Item Number:		
Type of Vote Requir	ed: Majority	
Council Action Requ	ıested: Approval	
Submitted by:		Administration
	Name	Department
	Agenda Item	Notes:



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: May 5, 2016

Subject: Administration Committee meeting

Summary

Consideration of a new lease agreement with TCG Solutions Inc, for antennae space on the City's water towers.

Background

This item was discussed by the Administration Committee at their April meeting. At that meeting, the committee unanimously recommended approval of the agreement. At the time, there was an unresolved question as it relates to the exclusivity of the lease agreement. Our consultant has advised us that the City does not have the authority to grant exclusive use of frequencies, so that consideration has been dropped. The \$50 per post per tower rental amount remains.

TCG Solutions is run by Jeff Norris, who is an area resident and Yorkville Chamber of Commerce member. TCG would like to place wireless-networking antennae on top of the City's water towers to run a small-scale internet provider.

The agreement is very similar to the PDQ Link agreement. TCG has proposed to pay the City on a per-post basis (\$50 per post), rather than a per-tower basis (\$100 per tower). On each of the City's water towers, there are various antenna arrays, with varying amounts of posts for antennae. TCG does not expect to expand to all towers. Currently, they are looking at locating on the Bristol Bay water tower. While they have not indicated they plan to install their own antenna array, the lease would permit them to do so. Whatever is placed on the tower (antennae or array), the Public Works department and EEI will review the construction plan in advance of installation.

Recommendation

Staff recommends approval of the TCG lease agreement.

Ordinance No. 2016-	
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AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A WATER TOWER LEASE AGREEMENT WITH TCG SOLUTIONS, INC.

(Water Towers at 4600 North Bridge Street, 610 Tower Lane, 3299 Lehman Crossing, 2224 Tremont and Route 71)

WHEREAS, the United City of Yorkville (the "City")is a duly organized, and validly existing non home-rule municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois; and,

WHEREAS, the City has the authority to enter into leases of City property pursuant to section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1); and,

WHEREAS, TCG Solutions, Inc. has requested to lease a portion of the property adjacent and on the water towers at 4600 North Bridge Street, 610 Tower Lane, 3299 Lehman Crossing, 2224 Tremont and Route 71 to install telecommunications equipment and antenna structures on the water towers with easement rights for access to the properties and towers; and,

WHEREAS, the City pursuant to the above authority hereby finds that entering into this lease agreement is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

- **Section 1:** The Corporate Authorities of the United City of Yorkville hereby find as facts all of the recitals in the preamble of this Ordinance and incorporate them as though fully set forth herein.
- **Section 2:** That the lease agreement between the United City of Yorkville and TCG Solutions, Inc. entitled, *Lease Agreement*, ("Lease Agreement") attached hereto and incorporated herein as Exhibit A is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Lease Agreement.
- **Section 3:** That the officials, officers, and employees of the United City of Yorkville are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Lease Agreement.
- **Section 4:** That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed by t	the City Council of	the United City of Yorkville, Ke	ndall County,
Illinois, this	day of	, 2016.	
		CI	ΓY CLERK
CARLO COLOSII	MO	KEN KOCH	
JACKIE MILSCH	EWSKI	LARRY KOT	
CHRIS FUNKHO	USER	JOEL FRIEDERS	
DIANE TEELING	<u></u>	SEAVER TARULIS	
Approved l	by me, as Mayor of	the United City of Yorkville, Ke	ndall County,
Illinois, this	day of	, 2016.	
			MAYOR

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into as of thisday of, 2016 by and between the UNITED CITY OF YORKVILLE ("Landlord") and TCG Solutions, Inc("Tenant") located at; and,
WHEREAS, Landlord is the owner in fee simple of a parcels of land located in the UNITED CITY OF YORKVILLE, Kendall County, Illinois legally described on the attached Exhibits "A" (the "Premises"), on which municipal water towers (the "Water Tower") are located. The Water Towers are located on the Premises at 4600 N Bridge St, 610 Tower Lane, 3299 Lehman Crossing, 2224 Tremont, and Rt. 71, generally west of the of the Wildwood subdivisions (see Exhibit "A" for full legal description); and,
WHEREAS, Tenant desires to lease space on the top of the Water Tower described below for the installation and operation of certain Antenna facilities, which may include Antenna, connecting cables and appurtenances (collectively, "Antenna Facilities") for use in connection with its communications business; and,
WHEREAS, the parties are entering into this Lease on the terms and conditions set forth below.
NOW, THEREFORE, in consideration of their mutual covenants, the Landlord and Tenant agree as follows:
1. <u>Leased Premises</u> . Landlord leases to Tenant and Tenant leases from Landlord a portion of the Premises, consisting of space on the ground (the "Land") for a Base Station and on the top ("Dome") of the Water Tower, for the Tenant's Antenna Facilities. Tenant intends to locate its Antenna Facilities as described more fully on the attached Exhibit "B". Tenant may not add additional equipment and/or Antenna facilities from that shown on Exhibit "B" without the prior written approval of the Landlord, except that upon Landlord's prior written consent which shall not unreasonably be withheld, conditioned, or delayed, Tenant shall have the right to: (a) make additions, alternations or improvements to Tenant's equipment housed within the Base Station; and (b) replace any or all of its equipment installed on or about the Dome with replacement equipment of a substantially similar kind, which is reinstalled in substantially the same place and position, and is of substantially the same size and weight as the replaced equipment.
2. <u>Term</u> . This Lease has been executed this day of, 2016 (hereinafter referred to as "The Execution Date", but Tenant shall immediately be obligated within 60 days to commence payment of the full rental amount due hereunder; and the term of this Lease shall end on midnight on the last day of the month in which the forth (4th) anniversary of the Execution Date occurs (hereinafter referred to as "The Initial Term"). Tenant may extend the Lease, on the same terms, for three (3) "additional terms" of four (4) years each, (hereinafter "Extended Terms") automatically, unless Tenant gives Landlord written notice within ninety (90) days of the end of the Initial Term or any Extended Terms stating Tenant will not extend further.
3. <u>Rent</u> .
a. Tenant shall pay Landlord as monthly rent for the Premises the sum of fifty dollars (\$50) per post per water tower ("Base Rent") utilized by Tenant for the term of the Lease in advance to the Landlord at the address above.

1

b.

percent (3%).

The monthly rent shall increase on each anniversary of the Execution Date by an amount equal to 3

- c. Tenant shall pay Landlord a late payment charge equal to 3% of the late payment for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the rate of 1% per month.
- d. Upon execution of this Lease by Tenant, Tenant shall reimburse Landlord for its reasonable costs and expenses, including any engineering and legal fees incurred by Landlord in connection with the negotiation of this Lease, in an amount of \$1000.00.
- e. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to the Tenant, except as otherwise provided herein.
- f. Base Rent and Additional Rent and all other considerations to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset, except as provided in. Section 17b, below.

4. <u>Use of Premises</u>.

- a. Tenant shall use the Premises for the installation, operation, and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. Landlord may permit others to use other portions of the Water Tower. Tenant may attach antennae to available posts on the water tower in a non-permanent manner, as approved by the Director of Public Works. Tenant shall provide to Landlord, at Tenant's expense, an evaluation indicating that the antenna and any additional antenna array will not interfere with any existing antenna or any proposed antenna.
- b. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the antenna facilities and/or the Premises. Landlord agrees to cooperate reasonably with Tenant in obtaining, at Tenant's expense (including reimbursement of Landlord's reasonable attorney and administrative fees), any federal licenses and permits required for or substantially required by Tenant's use of the Premises.
- c. (1) The Tenant shall remove its Antenna Facilities from the Premises upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same.
- (2) Upon removal of the improvements (or portions thereof) as provided above, Tenant shall restore the affected area of the Premises to the reasonable satisfaction of Landlord ordinary wear and tear excepted.
- (3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by tenant, and Tenant shall hold Landlord harmless from any portion thereof.
- d. Tenant agrees that all installations and constructions described in this Lease shall be completed promptly in a neat, workmanlike manner, consistent with good engineering practices and in compliance with all

applicable codes and regulations. All costs of the installation, including, but not limited, the cost of extending of Landlord's electrical service to Tenant's equipment, shall be paid by the Tenant.

- e. When the Tenant does any work on the Premises, it shall, at its own expense, remove any obstructions there from and restore the Premises to as good a condition as existed before the work was undertaken, unless otherwise directed by Landlord.
- 5. <u>Construction Standards</u> Tenant undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction and compliance with all applicable Federal, State and Local laws, regulations, and codes, code requirements and regulations of governmental authorities having jurisdiction over the construction including but not limited to compliance with acts affecting construction of public buildings and service areas used by public employees, and Tenant agrees to remedy or correct any deficiencies with such compliance. The construction shall be processed pursuant to permit and conducted by authorized and licensed personnel and shall be performed in compliance with Local and State requirements for construction activities upon public property. Tenant shall be responsible for all permit costs. Prior to the issuance of building permits, Tenant's contractor shall obtain, maintain and provide Landlord with evidence of each of the insurance coverage's specified in Section 22 of this Lease, in at least the amounts so specified. The Antenna Facilities and the Base Station shall be installed on the Premises in a good and workmanlike manner without the attachment of any construction liens. Landlord reserves the right to require Tenant to paint the Antenna Facilities in a manner consistent with the color of the Water Tower or to otherwise reasonably shield the Antenna Facilities from view.

6. <u>Installation of Equipment.</u>

- a. Tenant shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antenna facilities. Tenant shall, at its sole cost and expense, comply with the radio frequency exposure limits promulgated under 47 C.F.R. 1.1307, et seq. as amended from time to time of the Code of Federal Regulations. Tenant may, at its sole discretion, modify or cause modifications of its equipment in order to ensure that its operations are in compliance with said regulations.
- b. Tenant's installation of all such Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be arbitrarily withheld, conditioned or delayed. Any damage done to the Land, the Water Tower or the Dome during installation and/or during operations shall be repaired or replaced immediately at Tenant's expense and to Landlord's reasonable satisfaction. In connection with the installation and operation of the Antenna Facilities, Tenant shall not make any penetrations of the Dome without Landlord's prior written consent, which shall not be arbitrarily withheld, conditioned or delayed. All Dome penetrations that may be permitted by Landlord shall be undertaken only under the supervision of Landlord's engineer or other designated agent. Tenant shall pay all costs and expenses in relation to maintaining the integrity of Landlord's Water Tower in connection with Tenant's installation and operations of the Antenna Facilities
- c. The Tenant shall complete the installation of the Antenna Facilities and Base Station as approved by the City within ninety (90) days after the Execution Date. The Tenant shall provide Landlord with as-built drawings of the Antenna Facilities and the Base Station installed on the Premises, which show the actual location of all equipment and improvements within thirty (30) days after completion of construction. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities.
- 7. <u>Landlord's Right to Use</u> Tenant shall allow Landlord, at no cost to Landlord, to locate, place and use Landlord's communications facilities (antennas, transmitters, receivers, and support equipment) on any of

Tenant's mounting brackets or other facilities installed on the Water Tower which are capable of accommodating Landlord's additional antennas or related facilities without interfering with Tenant's Antenna facilities and without eliminating Tenant's right to expand its Antenna Facilities as permitted in Section 4, above. Tenant shall cooperate with Landlord in connection with locating and placing Landlord's antennas and other facilities on Tenant's Antenna Facilities on the Water Tower, at no expense to Tenant.

8. <u>Equipment Upgrade</u>. Tenant may update or replace the Antenna Facilities from time to time with the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, provided that the replacement facilities installed on the Dome are not greater in number or size than the existing facilities. Any change in their location on the Water Tower shall be approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. If the upgrade involves additional equipment installed on the Dome, or a change in location on the Water Tower, Tenant shall submit to Landlord a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for Landlord's evaluation and approval.

9. Maintenance.

- a. Tenant shall, at its own expense, maintain its Base Station and Antenna Facilities attached to the Dome in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of or other leasing of the Water Tower by Landlord and so as not to interfere with the use of the Dome, the Water Tower, related facilities or other equipment of other tenants.
- b. Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.
- c. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.
- d. In the event the Landlord or any other tenant undertakes painting, construction or other alterations on the Water Tower, Tenant shall take reasonable measures at Tenant's cost to cover Tenant's equipment, personal property or Antenna Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process.
- e. If the Landlord determines that it is necessary and advisable to raise the height of the Water Tower for municipal purposes, the Landlord shall give the Tenant ninety (90) days written notice prior to the Execution of the construction to raise the Water Tower and, the Landlord shall coordinate the raising of the Water Tower to allow the Tenant to protect, modify and/or move its Antenna Facilities as required by the raising of the Water Tower. The Landlord shall not be liable or responsible for the costs to the Tenant for the protection, modification, and/or moving of the antenna and Antenna Facilities.
- f. Tenant acknowledges that, from time to time, Landlord will undertake painting, construction or other alterations to the Towers. Landlord shall use reasonable efforts to notify Tenant at least thirty days prior to the end of any fiscal year during which Landlord has planned and budgeted for Tower painting or construction in the subsequent year and Land lord shall give Tenant no less than ninety days written notice prior to commencement of such activities. Tenant shall take reasonable measures, at its cost, to cover the facilities or Tenant's other \equipment or personal property and to protect such from paint and debris falling which may occur during the painting, construction or alteration process. In the event Landlord determines Tenant's facilities and/or equipment must be temporarily removed in order to undertake such painting, construction or

alterations, Tenant shall remove the facilities and/or equipment at its sole cost and expense during said painting, construction or alterations. Tenant shall then be permitted to install temporary facilities upon the Landlord's property near the Premises, if necessary, during any such work. Such temporary facilities may include a Cell on Wheels (COW). Tenant and Landlord shall reasonably cooperate with each other regarding the placement of the COW on the property. Upon completion of any repainting by Landlord, Tenant agrees to have its equipment located on the Tower painted to match the then existing paint of the Tower.

10. Premises Access.

- a. Tenant shall have access to the Premises and the Water Tower by means reasonably designated by Landlord, subject to notice requirements to Landlord in 10b, below.
- b. Tenant shall have access to the Base Station at all times with proper notice to the Landlord. Tenant shall have access to the Water Tower only upon twenty-four (24) hour notice to the Public Works Director, except in emergencies, in which case the Public Works Director, or designee shall respond within 2 hours to the base station to accompany the tenant. All costs of this service shall be the sole responsibility of the tenant and will be billed at a two (2) hour minimum call out from the time of the call to the Landlord. Any time spent after the 2 hours shall be billed by the hour in 15 minute increments. The rate for this service is \$75.00/hr.
- 11. <u>Co-Location</u>. The Tenant understands that the Tenant may be co-locating on the Water Tower with other telecommunications providers.
- 12. <u>Utilities</u>. Tenant shall pay the estimated cost of electricity used by Tenant at the Premises to Landlord monthly in advance as payment in addition to the Base Rent. Initially, Tenant's estimated cost of electricity shall be one-hundred twenty dollars (\$120) per year payable in equal monthly installments of ten dollars (\$10) each together with the payment of Rent. The Tenant shall be allowed to utilize the Landlord's existing 110 volt outlets for electrical service on condition that the Tenant's use of an existing outlet does not interfere with the Landlord's use of such outlet. The Tenant further expressly acknowledges that the Landlord does not guarantee uninterrupted electrical service, and Landlord shall not be responsible for electrical outages or interruptions in electrical service used by the Tenant.
- 13. <u>License Fees.</u> Tenant shall pay, as they become due and payable, all local permit fees and state and federal fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the premises.

14. Testing: Approvals: Compliance with Laws.

- a. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority including the Landlord. Tenant shall erect, maintain and operate its Antenna Facilities in accordance with site standards, statutes, ordinances, rules and regulations now in effect or that may be issued hereafter by the Federal Communications Commission or any other governing bodies,
- b. Tenant may conduct such tests and investigations on the Water Tower and the Premises as it deems necessary in order to determine if the Dome and the Premises are suitable for Tenant's use.

15. Interference.

- a. Tenant's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with Landlord's operations or related repair and maintenance activities or with such activities of other existing tenants. Tenant agrees to cease all such actions which materially interfere with Landlord's use of the Water Tower immediately upon actual notice of such interference, provided however, in such case, Tenant shall have the right to terminate the Lease without further liability, except for payments of amounts due at the time the Lease is terminated. Landlord, at all times during this Lease, reserves the right to take any action it deems necessary, upon written notice, in its sole discretion, to repair, maintain, alter or improve the Premises in connection with its operations as may be necessary, including leasing parts of the Water Tower to others provided that such activities and additional tenants shall not disturb or interfere with Tenant's rights hereunder and Tenant's ability to operate its Antenna Facilities at all times, except that Tenant shall reasonably cooperate with any other prior or subsequent Tenants as required.
- b. Before approving the placement of Antenna Facilities, Tenant shall provide to Landlord, at Tenant's expense, an evaluation indicating whether Tenant's intended use will interfere with any existing communications facilities on the Water Tower.
- c Landlord does not guarantee to Tenant subsequent noninterference with Tenant's communications operations, provided, however, that in the event any other party except a governmental unit, office or agency of the Landlord requests a lease and/or permission to place any type of additional Antenna or transmission facility on the Water Towers the procedures of Subsection d, below, shall govern to determine whether such Antenna or transmission facility will interfere with Tenant's transmission operations,
- d. If Landlord receives any such request, Landlord shall submit or cause to be submitted, a proposal complete with all technical specifications reasonably requested by Tenant to Tenant for review for noninterference; however, Landlord shall not be required to provide Tenant with any specifications or information reasonably claimed to be of a proprietary nature by the third party in good faith. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of the antenna or transmission facilities pursuant to said proposal. If Tenant gives notice of objection due to interference during such thirty (30) day period and Tenant's objections are verified by Landlord to be valid, then Landlord shall not proceed with such proposal unless Landlord modifies the proposal in a manner determined to Tenant's reasonable satisfaction, to substantially reduce the interference. In that case, Landlord may proceed with the proposal. A governmental unit with jurisdiction and the Landlord may be allowed to place Antenna or other communications facilities on the Water Tower regardless of potential or actual interference with Tenant's use, provided however, if Tenant's use of the Premises is materially affected, Tenant may terminate the Lease.
- e. Tenant's use of the Land and operation of its Antenna Facilities shall not interfere with the use and operation of other communication facilities on the Water Tower which pre-existed Tenant's Antenna Facilities. If Tenant's Antenna Facilities cause interference with preexisting Antenna Facilities, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within ninety (90) days, Landlord may terminate this Lease. In all cases, the most recent Tenant Antenna Facilities shall be responsible for curing any interference caused by the installation and/or operation of its antenna or other telecommunication devices on the Water Tower.

- 16. <u>Default and Remedies</u>. In the event of a default that is not timely cured, Landlord may terminate this Lease upon written notice to the Tenant and/or exercise any other right it may have under this Lease or by operation of law.
- a. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums or services to Landlord when due, and does not cure such default within thirty (30) days after written notice to Landlord; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of (provided that Tenant should be entitled to a reasonable extended period of time in the event Tenant has in good faith commenced and continues to take all necessary action to cure the default but is unable to do so within thirty (30) days, provided Tenant continues to pay the current Rent) or provide services when due); or if Tenant abandons or vacates the Premises; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent.
- b. In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons there from, and either (i) declare this Lease at an end, in which event Tenant shall immediately remove the Antenna Facilities (and proceed as set forth in paragraph 4(c)) and pay Landlord a sum of money equal to the total of (A) the amount of the unpaid rent accrued through the date of termination; (B) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations.
- c. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations made by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.
- d. If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefore, including reasonable attorney fees.

17. Cure of Default.

- a. In the event of any default of this Lease by Tenant, the Landlord may at any time, after written notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Agreement, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rent and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.
- b. In the event of any default of this Lease by Landlord, Tenant may at any time, after notice, cure the default for the account of and at the expense of Landlord. If Tenant is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce Tenant's rights under this Agreement, the sums so paid by Tenant, with all interest, costs and damages may be deducted or offset by Tenant against the Base Rent payable on the first day of the month or months following the incurring of the respective expenses,

18. **Optional Termination**

In addition to the termination rights set forth in other provisions of this Agreement, this Lease may be terminated upon written notice:

- (a) by Tenant pursuant to Section 2 of this Lease, if Tenant is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the intended Antenna Facilities or Tenants' business prior to the Execution Date with no further liability except as specified in Section 2 of this Lease; or
- (b) by Tenant if, due to uncorrectable interference in technology which renders the Premises no longer usable or necessary in Tenant's business, and upon presentation of documented proof to the Landlord thereof, subject to the liquidated damages specified in Section 19 below.
- (c) by Landlord if, it determines, in its sole discretion and for any reason, to discontinue use of and to dismantle the Water Tower, provided, that Tenant at its option shall be permitted to continue its occupancy and use of the Premises until not less than thirty (30) days prior to the scheduled demolition date of the Water Tower, unless the Tenant's continued use of the Premises would create a compelling health, safety or welfare issue; or
- (d) by Landlord if, it determines that the Dome/Water Tower is structurally unsound due to the age of the structure, damage or destruction of all or part of the Water Tower from any source, or other factors relating to the safe condition of the Dome and/or Water Tower, or compelling health, safety or welfare reasons, provided that there are no alternative solutions, but to require the removal of the Antenna Facilities; or
- (e) by either party, if Tenant loses its license to provide wireless service for any reason, including, but not limited to, non-renewal, expiration, or cancellation of its license, provided that termination by Tenant pursuant to this subsection shall be subject to liquidated damages as specified in Section 19 below.
- 19. <u>Termination</u>. Notice of termination pursuant to Section 18 shall be given in writing by certified mail, return receipt requested, and shall be effective three days after mailing. All rentals paid for the Lease of the Premises prior to said termination date shall be retained by Landlord. Upon termination, this Lease shall become null and void and the parties shall have no further obligations to each other, except for that any claim for indemnity or defense which occurs prior to termination shall survive as shall Tenant obligations to reimbursement and reuse of the tower.
- 20. <u>Alteration, Damage or Destruction</u>. If the Water Tower or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Antenna Facilities through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon providing thirty (30) days' notice to Landlord. In such event, Tenant shall promptly remove the Antenna Facilities from the Premises and shall restore the Premises to the same condition as existed prior to this Lease, except for reasonable wear and tear. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Premises.
- 21. <u>Condemnation</u>. In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In event a portion of the Premises is taken by eminent domain, such that Tenant's Antenna Facilities may no longer be supported and operated. Tenant shall

have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the Landlord. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking (except as set forth below) and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waives any right or claim to any portion thereof based on the fee of the Premises. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of the diminution in value of Tenant's leasehold estate or any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

22. Indemnity and Insurance.

- a. <u>Disclaimer of Liability:</u> Landlord shall not at any time be liable for injury or damage occurring to any person or property arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Antenna Facilities, unless caused by the negligent and intentional acts or omissions of Landlord or its agents or employees,
- b. <u>Tenant's Indemnification.</u> Unless caused by the negligent or intentional acts or omissions of Landlord or its agents or employees, Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and its respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against
 - i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or arty other right of any person, firm or corporation., which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or Tenant's Antenna Facilities or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.
 - ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the premises or Tenant's Antenna Facilities, and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request,
 - iii. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Tenant or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Illinois or United States, including those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise.

- iv. Tenant's obligation to indemnify Indemnitees under this Lease shall extend to claims, losses, and other matters covered hereunder that are contributed to by the negligence of one or more Indemnitees.
- c. <u>Assumption of Risk.</u> Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of inherent dangerous conditions, if any, on or about the Premises.
- d. <u>Defense of Indemnities</u>. In the event any action or proceeding shall be brought against the Indemnities by reason of any matter for which the Indemnities are indemnified hereunder, Tenant shall, upon notice from any of the Indemnities, at Tenant's sole cost and expense, resist and defend the same with legal counsel selected by Tenant; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnities without the written consent of Landlord and provided further that Indemnities shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.
- e. Notice. Cooperation and Expenses. Landlord shall give Tenant prompt notice of the making of any claim or the Execution of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Landlord by Tenant. If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings,
- f. <u>Insurance</u>. During the term of the Lease, Tenant shall (unless optional as set forth below) maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:
 - i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum \$1,000,000 for each accident.
 - ii. Comprehensive commercial general liability insurance with minimum limits of \$1,000,000, with a \$2,000,000 minimum umbrella as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
 - iii. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection

insurance to comply with the provisions of state law with minimum limits of \$1,000,000 as the combined single limit occurrence for bodily injury, and property damage;

- iv. At the start of and during the period of any construction, builders all risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antenna Facilities. Upon completion of the installation of the Antenna Facilities, Tenant shall substitute for the foregoing insurance with policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antenna Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- v. At Tenant's option, Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Antenna Facilities which is damaged and caused the loss of revenue.
- vi. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.
- vii. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
- h. <u>Named Insured's</u>. All policies, except for business interruption and worker's compensation policies, shall specifically name Landlord, including its officials, employees, agents and contractors, as their respective interests may appear as additional insured's (herein referred to as the "Additional Insured's"). Each policy which is to be endorsed to add Additional Insured's hereunder, shall contain cross-liability wording, as follows.

"In the event of a claim being made hereunder by one insured for which another is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

- i. <u>Evidence of Insurance</u>, Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.
- j. <u>Cancellation of Policies of Insurance</u>. All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease."

k. <u>Insurance Companies</u>. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Illinois or surplus line carriers on the State of Illinois Insurance Commissioner's approved list of companies qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company, or the highest available rating.

- l. <u>Deductibles</u>. All insurance policies may be written with deductibles, not to exceed \$1000 unless approved in advance by Landlord, Tenant agrees to indemnify and save harmless Landlord, the Indemnities and Additional Insured's from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease,
- m. <u>Contractor</u>. Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage's of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance. The Landlord shall also be named as an additional insured on such policies.
- n. <u>Review of Limits</u>. At Landlord's option, no more than twice during each term of this Lease, the parties shall mutually and in good faith review the insurance coverage's to be carried by Tenant. If Landlord determines that higher limits of coverage are necessary to protect the interests of Landlord or the additional insureds, Tenant shall be so notified, and the parties shall mutually agree upon the additional limits of insurance to be provided at the Tenant's sole cost and expense. If the parties are unable to reach an agreement on the modification of the limits of the insurance, the parties shall mutually agree upon a person in the insurance industry within thirty (30) days from the written request of either party to determine what are the standard limits for insurance of the type specified in substantially similar circumstances.
- o. <u>Primary Coverage.</u> The Tenant's insurance coverage shall be primary as respects the Landlord, its officials, agents and employees. Any insurance or self-insurance maintained by the Landlord, its officials, agents, and employees shall be excess of Tenant's insurance and shall not contribute with it.
- p. <u>Severability of Interests.</u> The Tenant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Tenant's insurance shall apply separately to each insured against who claim is made or suit it brought, except with respects to the limits of the insurer's liability.
- 23. <u>Hazardous Substance Indemnification</u>. Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the premises nor transport to or over the Premises any hazardous substance. Landlord represents that it has no knowledge of the existence of any hazardous substance on, in, or under the Premises. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance caused by Tenant or its employees or agents and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof.
- 24. <u>Holding Over</u>. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at one and one-half (1.5) times the Base Rent herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.
- 25. <u>Subordination to Mortgage</u>. Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant shall subordinate all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination, provided that such documents contain reasonable non-disturbance provisions.
- 26. <u>Acceptance of Premises</u>. Landlord represents that the Water Tower and the Premises are in compliance with all applicable federal, state and local building, environmental and other applicable statutes, laws, regulations, codes and orders, by taking possession of the Premises, Tenant accepts the Premises in the

condition existing as of the Execution Date. Except as set forth in this Section, Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

- 27. **Estoppel Certificate**. Tenant shall, at any time and from time to time upon not less than ten (14) days prior request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications), (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease (or if a default exists, specifying the nature of the default); and (d) such other matters as Landlord may reasonably request.
- 28. <u>Notices</u>. All notices, requests, demands, and other communications hereunder shall be in writing arid shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to:	City Administrator United City of Yorkville 800 Game Farm Road Yorkville, IL 60560	With a copy to:_	
If to Tenant, to:	TCG Solutions, Inc.	With a copy to:	

30. Assignment.

- a. Tenant may not assign this Lease or sublet the Premises without the prior written consent of Landlord at any time, except to an affiliate or successor of interest, but such assignment or sublease shall be effective as to Landlord until written consent thereof is provided from Landlord.
- b. Nothing in this Lease shall preclude Landlord from leasing other space for communications equipment to any person or entity which may be in competition with Tenant, or any other party.
- 31. <u>Successors and Assigns</u>. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
- 32. <u>Non-Waiver</u>. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

33. **Taxes**.

a. Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Antenna Facilities, if any, which become due and payable during the term of these Lease improvements on the Leased Premises, or Tenant's leasehold interest in the Leased Premises. All such payments shall be made, and evidence of all such payments shall be provided Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises.

- b. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.
 - c. If the methods of taxation in effect at the Execution Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax upon or against the rentals payable by Tenant to Landlord, Tenant shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

34. **Cooperation**.

- a. Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Leased Premises as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request.
- b. Each party shall provide to the other party a telephone number which will be answered by a representative of such party twenty-four (24) hours a day for use only in the event of an emergency. Each party agrees to notify the other party if there is a change in the emergency telephone number.
- 35. <u>Entire Understanding / No Oral Modification</u>. All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

36. Miscellaneous Documentation.

- a. Landlord agrees to furnish Tenant with certified copy of Landlord's resolutions authorizing execution of this Lease.
- b. Tenant represents that it is not delinquent in any taxes as contemplated by Section 11-42.1-1 of the Illinois Municipal Code.
- 37. <u>Lease Memorandum</u>. Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties shall execute an Addendum to Lease Agreement.

38. Miscellaneous.

- a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.
- b. This Lease shall be construed in accordance with the laws of the State of Illinois.
- c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

This Lease was executed as of the date first set forth above.
LANDLORD: United City of Yorkville
By: Its Mayor
Attest by: Its Clerk
TENANT: TCG Solutions, Inc.
Name/Title

d.

The parties shall execute and Tenant shall record a memorandum of this Lease which shall contain the

initial term, Tenant's renewal options and such other basic provisions as Tenant may reasonably request.

Exhibit A – Legal Description of Tower(s)

 $Exhibit \ B-Site \ Plan$

Exhibit C - Equipment/Antenna Facilities

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Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

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Agenda	Item	Numbe	1

Minutes #1

Tracking Number

Agenda Item Summary Memo

	Agenda Item Summa	ary memo
Title: Minutes of the	Regular City Council – April 12,	, 2016
Meeting and Date:	City Council – May 10, 2016	
Synopsis: Approval of	of Minutes	
Council Action Previ	ously Taken:	
Date of Action:	Action Taken:	
tem Number:		
Гуре of Vote Require	ed: Majority	
Council Action Requ	ested: Approval	
Submitted by:	Beth Warren	City Clerk
	Name	Department
	Agenda Item No	otes:
	_	_

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 800 GAME FARM ROAD ON

TUESDAY, APRIL 12, 2016

Mayor Golinski called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

City Clerk Warren called the roll.

Ward I	Koch	Present
	Colosimo	Present
Ward II	Milschewski	Present
	Kot	Present
Ward III	Frieders	Present
	Funkhouser	Present
Ward IV	Tarulis	Present
	Teeling	Present

Also present: City Clerk Warren, Attorney Gardiner, City Administrator Olson, Police Chief Hart, Deputy Chief of Police Hilt, Public Works Director Dhuse, Finance Director Fredrickson, EEI Engineer Sanderson, Community Development Director Barksdale-Noble, Director of Parks and Recreation Evans, Administrative Intern Kathman

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Swearing-in of Patrol Officer – Dennis Meyer

Mayor Golinski swore in Patrol Officer Dennis Meyer.

Presentation to the Yorkville Middle School 8th Grade Boys Basketball Team

Mayor Golinski brought the Yorkville Middle School 8th grade boys state champion basketball team up to the front. He stated it is an honor to address the boys. The coach of the team spoke. Mayor Golinski presented the Yorkville Middle School 8th Grade Boys Basketball Team with a certificate. Mayor Golinski also thanked Police Chief Hart for having the roads shut down. The coach thanked the parents of the team members.

PUBLIC HEARINGS

- 1. Caledonia Subdivision Proposed Special Service Area 2016-1 Please, see attached report of proceedings by the Court Reporter for the public hearing.
 - 2. Autumn Creek Subdivision Second amendment to that certain Annexation Agreement (Autumn Creek Subdivision) dated April 12, 2005, as amended July 13, 2010, by and among Pulte Home Corporation (Owner/Developer), a Michigan Corporation, and the United City of Yorkville, Kendall County, Illinois, for the purpose of amending the Autumn Creek fee schedule to revert back to the fees in effect as of the date of the Original Agreement with no increases, other than those incurred by the City for water meters, and extending the ordinance/code locks on the development for a period of five (5) years.

Please, see attached report of proceedings by the Court Reporter for the public hearing.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

None.

MINUTES FOR APPROVAL

1. Minutes of the Regular City Council – March 8, 2016

Mayor Golinski entertained a motion to approve the minutes of the regular City Council meeting of March 8, 2016 as presented. So moved by Alderman Colosimo; seconded by Alderman Teeling.

Minutes approved unanimously by a viva voce vote.

BILLS FOR PAYMENT

Mayor Golinski stated that the bills were \$877,260.15.

REPORTS

MAYOR'S REPORT

Proclamation for Motorcycle Awareness Month

(CC 2016-20)

Mayor Golinski stated he had a proclamation for Motorcycle Awareness Month. He said the proclamation is in the packet. The month of May as Motorcycle awareness month.

City's Insurance Program

(CC 2016-21)

a. Reconsideration of City's Insurance Program

Mayor Golinski entertained a motion to reconsider the motion to approve a contract with Lincoln Financial for life insurance, to approve a contract with Guardian Dental for dental insurance, to approve Blue Cross Blue Shield HMO Plan: BA HMO MHH106 and to approve Blue Cross Blue Shield PPO Plan: BE HAS PPO MPSE3X05 with the HRA card amounts as described in the memo included with this packet item from City Administrator Olson, dated March 17, 2016 and to authorize the same contribution percentages as last year's health insurance plan for non-union employees and with employee contribution rates in the amounts as authorized by the Police Department unions and Public Works union contracts. Alderman Colosimo made a motion to reconsider; seconded by Alderman Funkhouser.

Motion approved by a roll call vote. Ayes-8 Nays-0 Tarulis-aye, Colosimo-aye, Funkhouser-aye, Milschewski-aye, Teeling-aye, Koch-aye, Kot-aye, Frieders-aye

b. Approval of City's Insurance Program

Mayor Golinski entertained a motion to approve a contract with Dearborn National for life insurance, to approve a contract with Guardian Dental for dental insurance, to approve Blue Cross Blue Shield HMO Plan: BA HMO MHH106 and to approve Blue Cross Blue Shield PPO Plan: BE HAS PPO MPSE3X05 with the HRA card amounts as described in the memo included in the March 22, 2016 City Council packet from City Administrator Olson, dated March 17, 2016 and to authorize the same contribution percentages as last year's health insurance plan for non-union employees and with employee contribution rates in the amounts as authorized by the Police Department unions and Public Works union contracts. So moved by Alderman Kot; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-8 Nays-0 Funkhouser-aye, Milschewski-aye, Teeling-aye, Koch-aye, Kot-aye, Frieders-aye, Tarulis-aye, Colosimo-aye

Ordinance for the Sale of Public Property

(CC 2016-22)

Mayor Golinski stated there is no motion requested for this ordinance. He stated the Council would be discussing this ordinance. He asked for questions or concerns. There were none.

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

Water, Sewer and Road Infrastructure Fee Renewals

(ADM 2016-21)

- a. **Ordinance 2016-28** Amending the Infrastructure Maintenance Fee for Water and Sanitary Sewer Service
- b. **Ordinance 2016-29** Amending the Termination Date of the Motor Vehicle Tax Alderman Milschewski made a motion to approve an ordinance amending the infrastructure maintenance fee for Water and Sanitary Sewer Service and an ordinance amending the termination date of the Motor Vehicle Tax and authorize the Mayor and City Clerk to execute; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-8 Nays-0 Teeling-aye, Koch-aye, Kot-aye, Frieders-aye, Tarulis-aye, Colosimo-aye, Funkhouser-aye, Milschewski-aye

The Minutes of the Regular Meeting of the City Council – April 12, 2016 – Page 3 of 4

PARK BOARD

No report.

PLAN COMMISSION

No report.

ZONING BOARD OF APPEALS

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

Daddy Daughter Dance

Alderman Frieders reported on the daddy daughter dance that was held at the Yorkville High School on Saturday April 9, 2016. He stated that it was a fantastic party. He thought the High School and it's new addition is impressive.

Mayor's Day Of Service

Mayor Golinski stated that he had the honor of working at the Kendall Country Food Pantry for the national mayor's day of service. He encouraged people who have never been there to go in and see the facility. The amount of people that the Kendall Country Food pantry helps is astonishing.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd):

Ordinance 2016-30

Approving the 2016-2017 Fiscal Budget

(CC 2016-13)

Mayor Golinski entertained a motion to approve an ordinance approving the 2016-2017 fiscal budget incorporation budget adjustments # 1 through # 8 and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Milschewski.

Alderman Kot believes the economic development portion of the budget should be closely monitored. Alderman Colosimo is very confident in Lynn Dubajic. The residents should know that the work she does has potential for great dividends. He will support the budget as is. Mayor Golinski is also confident in Lynn Dubajic's ability. Her track record of bringing much wanted businesses to Yorkville proves it. Alderman Koch said the Council approved the cost structure for the economic development line item sometime ago. He feels the City should continue to support this line item. Alderman Funkhouser stated Lynn Dubajic does a good job. He pointed out that Oswego tried hiring its own economic development staff. That position is now vacant. Mayor Golinski was not aware that Oswego lost the person in charge of its internal Economic Development. Alderman Funkhouser would like the Council to try to expedite the addition of new police vehicles.

Motion approved by a roll call vote. Ayes-8 Nays-0 Frieders-aye Tarulis-aye, Colosimo-aye, Funkhouser-aye, Milschewski-aye, Teeling-aye, Koch-aye, Kot-aye

ADDITIONAL BUSINESS

None.

EXECUTIVE SESSION

- 1. For the discussion of minutes lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes.
- 2. For litigation.

The City Council entered Executive Session at 8:33 p.m.

The City Council returned to regular session at 9:58 p.m.

CITIZEN COMMENTS

None.

ADJOURNMENT

Mayor Golinski stated meeting adjourned.

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Meeting	adjourned	at 9:59	p.m.

Minutes submitted by:

Beth Warren, City Clerk, City of Yorkville, Illinois (WHEREUPON, the following proceedings were had in public hearing:)

MAYOR GOLINSKI: Public hearing for Caledonia subdivision, Special Service Area 2016-1. And, Bart, we're doing a presentation for the public hearing?

MR. OLSON: During the public hearing.

MAYOR GOLINSKI: We are in public hearing, so present away.

MR. OLSON: Nicole, can you hit the lights, please? Okay.

So the purpose of this presentation is I think informative for the residents. We have taken more than a few calls in the past few weeks, and this is something that, you know, we don't do very often as far as enacting an SSA midstream, so I think the hope was for the City Council for me was, you know, to talk about some of the parameters, both in the ordinance and then actually, you know, the scenarios that an SSA would be in place, and then actually take some questions from the public afterwards.

So starting from the top: What is a

special service area? So in general it's a mechanism by which residents of a limited area pay for services that only benefit that limited area.

So there are two types of SSAs, and people, including me, get them confused, you know, when you've got several dozen of them throughout the city.

There is an active SSA, which you'll see in a couple subdivisions throughout town.

That is not what we are proposing here. An active SSA is basically you pay for the roads and streetlights and the detention basins and the actual creation of the infrastructure at the time the subdivision is built, and then the residents pay for that over time rather than that being wrapped into the price of their home.

We have not enacted an active SSA on any residential subdivision since the Recession.

It's something that the City Council in the past has said they don't want to do, and so that's not what we are proposing.

So this is a dormant SSA, so in general it just exists on paper, basically sits

dormant until either the common areas in the subdivision aren't maintained or the homeowner's association decides to try to turn those common areas over to the City, which has happened, and I'll get into that here in a second. Really it's for the protection of residents city-wide.

So we have a few dozen subdivisions in Yorkville, most of them have this dormant SSA in some form or another, either on title or an annexation agreement, and it's to make sure that if another subdivision fails that the residents that have been here for 60 years or two years or just in another part of the city aren't paying to maintain something that gives a limited benefit to the subdivision residents.

So it is part of modern subdivision management, so all new subdivisions that we have approved in the past few years have this component in it.

Usually we do enact it sooner, prior to residents having moved in, but we have done some midway through the actual development process, so Prairie Meadows, which is out behind Menards, River's Edge, which is an older

subdivision off of Fox Road, Fox Highlands, which is south of town, and Heartland Meadows are all subdivisions throughout town that have these actually in place in the same scenario that we're talking about, and it is important to realize that this was contemplated in the original agreement in 2003 and then in the actual CCRs, which is a private agreement between landowners and the subdivision and your developer in 2006, so it's been contemplated in two different documents already.

So this is not ever in the legal sense of the term, but we wanted to make sure that -- you know, in the past when the City Council discussed this with Sunflower Estates and in Fox Hill, the City does not want to maintain the Caledonia subdivision infrastructure ever, so it would -- something -- It is something that we would prefer the residents or the developer to do in perpetuity, and so this is a backup in the case that doesn't occur.

So we also don't want to levy the tax ever. The City Council has been talking about, you know, taxes and fees over the last few

years, and then specifically as it relates to subdivision HOAs in Fox Hill and in Sunflower, you know, we've labored hours in public hearings and behind the scenes debating over how you finance, you know, detention basin dredging or trail replacement and all these other things that are of benefit to the residents in the subdivision.

So this actual SSA, again it's a dormant or a backup SSA, to maintain the common areas, so trees, raking, mowing the grass, if there are entrance monuments or trails that are eventually put in by the subdivision, those are all things that would be covered.

So here is a map of the subdivision -- and not all of these lots are filled obviously -- but we've got the blue areas here that are the common areas that are currently owned by the homeowner's association, so you've got the detention basin on the north end here of the subdivision, you've got a small strip of ownership here, you've got another small strip of ownership here buffering the industrial area, and then you've actually got -- it's a city park

technically. We have been maintaining it, it's

been in title of the developer and the

homeowner's association and we are in the process

of turning that over, so that is not necessarily

reflected in our estimates in the subsequent

slides or any of the maintenance estimates that

the developer may put forward because it's

something that the City would cover because

hopefully someday we'll be able to afford to put

a park in that area.

So the current HOA, okay -- so it is in place and it's in the process of being fully formed, is funded at time of closing with a \$200 reserve per lot.

Again, I'm explaining this, the City does not have anything necessarily to do with the formation of the HOA, the management of it or the contract between individual lot owners, so the developer has told us that he's planning to begin assessments through the HOA in the next, you know, several months here, and so his current estimated landscaping maintenance costs for all of these lots that are listed on this -- except for the park, again -- is \$3500.

He's got a quote to do that. He has disclosed it to us. He didn't have to, but in the, you know, fairness of full disclosure here, that's what he's thinking, so, you know, if that's the only thing that the HOA board decides on to do next year, you know, divide that by 145 lots, if that's how your CCRs are structured, it's about \$24 annually per lot.

So that quote did include mowing, tree trimming, weeding, fall clean-up and mulching, so nothing to do with the detention basin, which I'll actually get into here in a second.

So there are two other subdivisions, like I've mentioned, in the entire city where the HOA has actually went defunct and the subdivision improvements have been turned over to the city.

The first one was Fox Hill. There are some entrance monuments and trails that are actually privately owned by the HOA there; we have taken those over. We levy \$32 annually right now. We actually had to increase that. I think we were charging \$12 or some low amount per year per lot, went through and figured out that

the trails needed to be resealed and so we got some quotes on that, did that, and the City actually put the money up to do that and then the residents are paying it off over a ten-year amortization period I believe.

In Sunflower we had a similar situation. Fox Hill was a little bit cleaner because we had the dormant SSA in place, and when the developers and the residents stopped maintaining it, the City stepped in, got the quotes for the work, levied the tax, and went through the take-over process.

Sunflower was partially formed. The HOA was only in place on I believe a third of the lots in this 200-home subdivision. The homeowner's association hadn't existed in the legal form for a number of years, the developer had walked away, and so they were really in a tight space, so those 200 homes actually all got together and said, This is absurd, we're not going to try to spend legal money ourselves in figuring out how to do this, and to manage it they came to the City and said, Please, you know, take this over, and initially City Council's

reaction in 2006 was no, thanks, we don't want do this, this is something that the residents of the subdivision are supposed to do, but eventually the City Council decided that that's a good idea, and so we went through the process like we're doing right now to actually form the SSA, transfer all the lots over to City ownership and then place that into record.

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So the homeowner's association levy through that SSA after the City took it over was relatively low. It was in the 40-to-50 dollar amount annually per lot for the first few years, and then they actually have three detention basins within their subdivision that needed to be dredged or naturalized, so the City went through the process a couple years ago to just educate the homeowners, to say hey, your homeowner's association dues essentially are going to be going up from 40 or \$50 to about 150 or \$200 annually, and this is why. We need to naturalize the basins or we need to dredge them, and it's our City Council decision because you turned it over to us, but we want your opinion at the time, so -- but it was a fair amount of effort both at

the City Council level and at the resident level to get to that point.

But long story short, they came
to -- \$174 annually is what they're currently
paying, and, again, in that case the City did
actually front fund the cost of the
naturalization of the ponds and then the
residents are paying that over a ten-year period.

So here is our SSA cost estimate.

So this would be if all 145 lots were built out in the subdivision and you came to us and said in 2016 we need you to take over the mowing and maintenance of the common areas and actually the detention basin maintenance, so we through a \$2,000 annual detention basin maintenance cost estimate on top of the \$3500 quote from the landscaper, and then divided that by the 145 lots, so we would estimate that to be about \$38 annually per lot. That's if you had negotiated that with us.

So there would be a time in the future, probably, you know, 10, 15 years from now, depending on the quality of your detention basin, that we would actually have to go through

and either have the same conversation about dredging or naturalizing it in the future, so that is something that -- you know, when that needs to be done, you have to collect revenue in order to do that, so it could be significantly higher, so our normal statutory maximum within our SSAs that are dormant is \$1.10 maximum per \$100 EAV.

So if you take, you know, the general average price of a home out there, so that's fair market value, divide that by three, so that's how the tax assessor does it, gets to about \$67,000 in EAV, and then do the math here on the \$1.10 per \$100 EAV, in current dollars you're looking about \$750 maximum, so obviously that will grow over time as the maximum allowed with construction costs and all the other things that need to be done, and that's really in perpetuity, so as long as that subdivision exists and if you were to turn it over to the City and we would do it, we would have the ability to go up to there.

So we don't have a scenario currently with the current infrastructure that's

in place in the subdivision that would hit that maximum, but if you put in trails or entrance monuments or you did something else in your common area that the City wouldn't have any necessarily review or approval of, we could see that being \$745. And, again, that's the maximum that we have in every other subdivision in town.

So again, so what happens if your HOA fails, after, you know, you've staffed it, it's been turned over from the developer to the residents.

The likely scenario is that the City would look at you and say okay, we're going to send property maintenance violations because you haven't cut the grass or you haven't picked up brush or there is some other deficiency related to stormwater or some other issue. So that would be our current approach now.

I can't speak for future city councils when either I am or am not employed, and then future city council board members, too.

They can make their own decision at the time.

But currently, you know, if no action would be taken, we would go out then and

we would be able to bid out the work that needs to be done, and then actually file a levy ordinance at the end of the calendar year and then collect that money at the -- in the summer of the following year on your tax bill.

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So if either there is an objection petition filed and it's overruled or the City Council just says no, thanks, we're not going to do this at the time, if the HOA fails to maintain it at that time, we would have to go through this process then, except there is 145 homeowners rather than 40 -- 40 or 50.

So next step. So this is a public hearing. Assuming it's closed this evening, there is a 60-day objection process. We have to let that actually expire before the City Council can take action after that, so the first possible City Council meeting for an actual vote on the SSA is the June 14th City Council meeting, and, again, I know a couple of the residents have already reached out to me and asked questions.

To the extent that you've already had contact with me, you know, I would hope that in a couple of months from now if anything

changes we would proactively, you know, let you know, but if not, it's all, you know, public forums, it's all City Council meetings. It would have to be on the agenda 48 hours in advance, and then the City Council members are usually pretty good about, you know, sending out updates to people that have contacted them, too, so, you know, hopefully if anything changes with that you'd be aware.

And, again, here is my contact information. That's my direct line here at City Hall, here is my email. This is public comment section, so anybody can come up and make statements or ask questions. To the extent that I can answer them today, I think the Mayor would allow me to answer them. So that's the process going forward.

Thank you.

MAYOR GOLINSKI: Do we have anyone from the public who would like to comment?

Please step up, sign in, please, and state your name for the record.

MS. ZLDER: All right. Can you hear me?

MAYOR GOLINSKI: We can hear you fine.

You can bend the mic down a little bit.

MS. ZLDER: All right. My name is Kate Zlder. I know Bart, I've spoken with you, and I've spoken with Joel, a few of you, and I know some of my neighbors have some stuff to say as well, but I'll just kind of throw a few things that personally are frustrating to me and my family.

When we -- We sought out this neighborhood because it didn't have an SSA. I previously owned a condo in the famous Bristol Bay subdivision, and I understand there is a maximum on what SSA can come out, and I know that may have been a different type of SSA, but I will tell you that between my regular homeowner taxes and the SSA, in an 800-square foot condo, I paid a \$5,500 tax bill annually. Pretty significant when you factor in what was -- you know, that's about similar to what I pay now in a 2200 square foot home, so the SSA tax really jacked up that tax bill quite a bit, so I'm a little leery of that \$745 estimated figure as the cap.

I'm also leery of it because it
states that it's based -- that cost estimate is

based on 145 lots. We have currently have 49 occupied homes. So what happens to the difference between -- you know, what about those extra hundred lots?

Do the developers pick up the SSA on those lots or does that get redistributed throughout the 49 homeowners? Does that seem --

MR. OLSON: Yeah. That would all be covered in your CCRs in the subdivision, so that's your bylaws for the homeowner's association. In some subdivisions, the developer funds the gap; other subdivisions, the developer doesn't fund anything. So it would really be, you know, in the private contract between the homeowners and the developer.

MS. ZLDER: So at this point we don't know if that cost estimate is truly accurate because it could actually be that amount spread over 49 homes depending how the CCRs are written?

MR. OLSON: Yes, and then the developer's representative is here who might be able to answer that, too.

MR. GIRARD: I know the answer, I can answer. Just quickly, I am Rich Girard and I'm

with Wyndham Deerpoint, and I was the original developer and still involved in the process and the project, so I'm very familiar. I drafted the document.

So the way we've set it up is the owners of all the lots are paying, so the people that own the vacant lots are paying the same share as the people with improved houses.

MS. ZLDER: Okay.

MR. GIRARD: So it's going to be 145.

Actually from now -- from beginning of the day until now, the developer has paid a hundred percent of everything, so we've never charged anyone, and as Bart has said, we have a bid for next year of \$3,500. If you divide it by a hundred -- which we're going to do, by 142, it would be \$25 per house, and we are going to turn it over to professional management and there will be some administrative fees, but just to maybe calm everyone's fears, I think in the last two years I've been involved with subdivisions, not that I personally own, but I am also an attorney that does this type of work, with 20 different municipalities, all of them have a backup SSA,

that's the current standards of subdivisions now in development, and they're not active, and in none of those subdivisions has there ever been a tax issue, it's only if somebody was to fail, and here — that most commonly happens when you have, you know, a small — very small subdivision. Here we already have 140 some and there is another phase to join, so it's highly unlikely.

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On top of that, you don't have the big infrastructure that you do in a lot of these other subdivisions; there is not trail systems, there is not big detention areas. There is one small detention area which is already naturalized, planted, and is very low maintenance, and there's already a reserve fund set up that you've all -- everybody has funded as they have closed the houses. There is already 9,000 something in that reserve fund and there's never been any money spent from it, so that reserve fund would go over to the association to start the funding in case, you know, as he pointed out, maybe ten years down the road there may have to be something, some kind of replanting, a berm, but the reserve will have

been built up.

So personally I don't perceive -you don't have any other common areas. The park
is a public park and has been maintained for
years by the Park District and will continue do
that.

So the likelihood of any substantial is very small. It's not like the infrastructure SSA that you got embroiled with last time. There really is almost no possibility that this could raise to any significant thing, and then on top of it, eventually the homeowners are going to run it and they'll decide what their budgets are and how much they're going to spend and not spend as long as they maintain them.

MS. ZLDER: Right.

MR. GIRARD: SO you don't have trees, you don't have any forested areas, you don't have trails. The sewer, water, streets, all that's public. All that's maintained by the village.

MS. ZLDER: Right.

MR. GIRARD: So I probably talked too long. It's too late to give you a short answer, but I just want to give you some comfort that

this isn't that kind of situation where you're looking at a big -- this is really...

Actually this is to the benefit of the people in the subdivision so that you have some guarantee that if for some reason the board didn't follow through and the things weren't maintained that your subdivision isn't going to depreciate, it's not going to go —— it's going to be maintained and taken care of, and the mechanism is there to do it if that happens, so really this is a good thing as far as the homeowners.

I can understand everybody gets scared, it has the same name, SSA, you know, special service area, it's the same one as the one that's had a lot of issues, but this isn't that kind, so sorry there. I'd be happy to answer in any questions if I can.

MS. ZLDER: Well, one question that I had that kind of relates back, as you mentioned, you know, a couple things I have noted here was that we just the small detention basin, we don't have the structures, the monuments, the trail systems, we don't have any of that, and I know,

Bart, I asked this of you the other day: Is the 1 City or whomever drafts these contracts or 2 3 agreements open to adjusting the percentage? don't remember what the actual --4 5 UNIDENTIFIED AUDIENCE MEMBER: Cap. MS. ZLDER: -- phrasing was. What was 6 7 it? MR. GIRARD: The cap. 8 UNIDENTIFIED AUDIENCE MEMBER: 9 MR. GIRARD: That would be up to the 10 City. 11 Right. The percentage of 12 MS. ZLDER: 13 the -- yeah, the \$1.10, whatever that is. 14 I understand that a hundred -- that 15 a dollar and ten cents is the maximum tax levy that could be taken. 16 17 Do we need to take the maximum? have a small detention basin and this is just 18 dormant, this is a just-in-case what happens 19 20 30 years down the line. Do we need to go ahead and put 21 something in place to take every last penny that 22 we have now or do we put something with a little 23 24 bit more reasonable and appropriate given the

scale of the work that needs to be done, we already have \$9,000 in the bank, do we need to go ahead and pay the maximum amount allowed or can we scale that down a little bit to make it a little bit more appropriate for the situation at hand?

Then should we cross that bridge 30 years from now, we maybe decided to build a structure, we build a monument, the HOA fails, now maybe we revisit this and take a little bit more if we do need more.

I just -- I understand when a governing agency is telling you a tax isn't a great -- isn't a bad thing and it's really actually a good thing and it's in my best interest, I'm a little leery, no offense, but do we need -- do we need to go ahead and take every last penny we can now, even though we're not taking anything yet, right?

It's just dormant, it's a just-in-case, it's an insurance policy for the city. I get that. Do we need to take the full amount?

Do we need to have it listed that

it's going to cover all of these items that don't
exist?

So let's see if I had anything else here. I think that about covers my questions, so thanks.

MS. CARLSON: Hi, I'm Susan Carlson. I kind of understand the difference between the SSA and the SSA that you're trying to determine here; however, once an SSA is active, it is active and just like the others, correct?

MR. OLSON: Yeah, active would refer to whether there is a levy being placed on the residents. Dormant and -- dormant and primary is probably the better differentiator between -- when you fund infrastructure, it's a primary SSA, and then the dormant SSA, or the backup SSA, is b basically for common area maintenance for the homeowner's association.

MS. CARLSON: And that's defined where?

Because it's not on your web site. On your web

site it defines an SSA as infrastructure.

MR. OLSON: Sure. Sure. I can get you a couple different documents that talk about the differences between the two, and it is, you know,

more common terminology rather than, you know, something you would find in like a state statute.

MS. CARLSON: Okay. In 2013 I believe the mayor had said he could not see approving any future SSA's in Yorkville as long as he is mayor.

MAYOR GOLINSKI: Yes.

MS. CARLSON: That's something to think about.

MAYOR GOLINSKI: And I stand by that.

But, see, that's the thing, you've got to look at the difference.

An SSA, you know, I mean, you're talking about an infrastructure SSA, where a developer comes in, they want to put in roads, sewer, whatever -- whatever they need for a subdivision, and they sell a bond and then all the residents who buy houses there theoretically are buying a house with a lower price and paying back the infrastructure costs over a 30-year period.

This is only in case your HOA fails, then the city can come in and do the maintenance and charge just the residents of that subdivision for that maintenance.

I think we have two subdivisions where we have dormant SSAs that were active, Sunflower and Fox Hill.

In the case of Sunflower, their HOA, they came to the City Council and kind of begged us to take it over, and what we do, I mean, we figure out their maintenance costs -- and maybe Eric, you can maybe explain this a little bit better --

MR. DHUSE: Sure.

MAYOR GOLINSKI: -- we figure out what it costs to maintain that subdivision, you know, entryways, all the common areas, and then we figure that cost out and that's what the residents pay.

I think -- Do you know off the top of your head Fox Hill or Sunflower is?

MR. DHUSE: We actually take bids, and we have competitive bidding every April -- or February, March, so we do start it equal, and then we pay for it up front, then it gets levied in December I believe for the following year's taxes, and we only levy what has been charged by our contractor.

MAYOR GOLINSKI: Contractors. And then do you know off the top of your head how much Fox Hill.

ALDERMAN COLOSIMO: Yeah, it's 32 for Fox Hill and 74 for Sunflower.

MR. DHUSE: Yeah. And those are higher than they have been because we did the large maintenance projects last year.

MS. CARLSON: Is that monthly or --

MR. DHUSE: No, that's a year.

MR. COLOSIMO: Year.

MR. DHUSE: And that's what yours will be, years, a yearly fee.

MS. CARLSON: And what does concern me was the max, again going back to that, because we don't plan on -- We all bought here because there is no SSA, there is no massive common areas to maintain, so the maxes bother me a little bit especially since someone else said -- I think Mr. Colosimo, said something about a \$25 sandwich, we're only going to charge you \$20 this year, but, you know, you could be charged 25 because that's what the sandwich would cost this year.

So even you're saying you could go up to the max because it's in the paperwork. I just think that max is way out of line for this subdivision for a little bit of mowing.

MR. COLOSIMO: Just for clarification, though, the max is the same formula for every subdivision in the city, so it's based off that formula.

MS. CARLSON: Well, it shouldn't be because our subdivision doesn't have very many common areas. It's got one little strip.

MR. COLOSIMO: So there is no way we could ever assess the max because where we would use the money? That's the point.

So if we don't -- Since your HOA is free to do what it wants in the future, you can add trails, you can do -- you can do whatever you want through your HOA in the future and we as a city have no control over it.

It's a private entity that you guys elect your officials and you can do anything you want in your subdivision. You can build a clubhouse, you could put in a swimming pool, you could put in trails, it's completely up to you,

but in the future, if we have to step in, if we have to maintain a clubhouse, a swimming pool and trails, we have to have some sort of assurance that we can cover those costs, so how much we assess in the future if you fail is completely up to your association that we do not control as to what you add.

and that's it, you guys haven't added anything, there's — there would be no legal justification for us to ever assess anything above three, four, \$5,000 to mow, but if you add a swimming pool and a clubhouse and your association fails, we are now responsible for that — for that clubhouse and that swimming pool, so we as a city have to have some sort of assurance, but that ties back to the original statement we made that we have no interest in taking over your association whatsoever. We don't want it, but it's our insurance policy in case we are forced to do it.

MS. CARLSON: Once the SSA becomes active, is there a possibility that delinquent taxes could be added into that SSA like happened at Raintree and a couple other places?

MR. OLSON: That's a good question. So in the case of Raintree and the ...

MS. CARLSON: Capitol.

MR. OLSON: Those were primary SSAs, so, you know, they were dealing with a much larger pot of money.

With the back up SSAs, I suppose it could theoretically, you know, we have Fox Hill, I forget how many hundreds of homes we had out there exactly that are in that HOA, \$32.

I mean, if somebody doesn't pay their property taxes and no one picks it up at the time of the tax sale at the county level, we would be short \$32, you know, on our annual levy.

MS. CARLSON: So you could put that into our SSA?

MR. OLSON: You know, to the extent that there was a massive shortfall, you might be able to, you know, levy it in future years, but I don't see it being a factor.

MR. DHUSE: In the real world, in our subdivision, my own, and when that did happen to certain houses, they actually -- the homeowner's association only levies for the dues, only what

they're owed, only what they can prove they're 1 They don't levy back taxes, property 2 taxes, it's just the dues, so it was \$35. 3 MS. CARLSON: Is that what happened in 4 Raintree? Or were the taxes spread out? 5 MR. DHUSE: No, Raintree was a primary 6 7 SSA, different than a backup SSA. 8 MS. CARLSON: I guess that's what needs to be clarified. I would like to see -- you said 9 10 you would. MR. OLSON: Yes. 11 MS. CARLSON: -- forward me a primary 12 13 SSA. So if this -- Last question. If in 14 Article -- I forget what it is -- Article 4, 15 Section 9 of our homeowner's association CCR, if 16 it already states that the city of Elgin will 17 18 come in and establish an SSA, why do we need 19 this? I did see that. MR. OLSON: 20 scrivener's error. It says City of South 21 22 Elgin --MS. CARLSON: Yes, it does. 23 MR. OLSON: -- it is City of Yorkville, 24

so that should say City of Yorkville.

ALDERMAN FUNKHOUSER: I think to answer that question on that one, the intent was that this SSA was to be established as a backup. It never was done.

It's obviously in the agreement between the developer and the homeowners that this was to be established, and that's what we're doing, is we're following through on this. As this development is restarting, the developer has come through, made some approvals for them.

The backup dormant SSA was to be put in place. It wasn't. And that's what we're doing now as a protection for the city and for the development, for the residents.

It was pre -- already contemplated. We're just following through on that at this point.

MAYOR GOLINSKI: And believe me, I share your concerns because when I first moved to Yorkville, I came from Bolingbrook, every subdivision had an SSA. I would not buy in a subdivision with an SSA, but if they had a backup SSA -- I moved to River's Edge.

I think, Rich, you may have drawn up the CCRs at River's Edge. Were you involved in River's Edge?

MR. GIRARD: Yes, I did.

MAYOR GOLINSKI: So I am probably familiar with your CCRs, too, but the best thing to do is get involved in your HOA, have a strong HOA, control your own destiny.

MS. CARLSON: It's not with us. It's with the developer.

MR. GIRARD: It will be.

MAYOR GOLINSKI: It will be.

MR. GIRARD: Yeah. We are going to be turning it over, we are going to be getting a board and do that, but right now there's nothing to do.

As you point out, there's one small detention area and we've paid for it for ten years, to maintain it, and continue to do that, just as part of our responsibilities in handling it.

A couple just quick things about concern with the tax, you know, I'm the one that put Elgin in there instead of South Elgin because

I was doing two projects in Elgin at the same time and they both have the SSA.

I can't think of a project in the last five years that a backup SSA wasn't put in place; that's just part of the process now, and almost all ordinances require it now.

But a couple quick things. You are worried about the taxes; this isn't one where people could roll in taxes. The taxes on the common areas are a dollar a year, so you're not going to have that kind of -- this doesn't have bonds and a tax structure that's built up by paying for all the infrastructure that then was a lien on all of the property.

In this case all the infrastructure is paid for. It's all in, it's all paid for and it's all done, and so it isn't just the same animal, but it is very confusing because it uses the same language and the same, you know, kind of things.

But like I said, the taxes are a dollar per year per lot.

MS. CARLSON: Okay. I think that's all my questions at this point. Oh, one

1 clarification on 51 percent, sorry, for 2 opposition of this. Is that per lot? 3 MR. GIRARD: Yes. There aren't enough 4 votes to stop it --5 MS. CARLSON: Gotcha. 6 MR. GIRARD: -- to be honest with you. 7 I'm not trying to be, you know, cute about it, I 8 just don't want to surprise anybody either. 9 Every lot has a vote and there's 10 140-some lots, so... but it was always intended 11 to be there. That's why it's in all the 12 13 documents. MAYOR GOLINSKI: Anyone else? 14 MS. CARLSON: I have another question. 15 Sorry. You had mentioned, Mr. Olson, that 16 hopefully the city will be able to afford to put 17 in a park. 18 19

MR. OLSON: Yes.

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MS. CARLSON: So is the city going to pay for the park? This has been a question I have asked from the beginning, on who is going to pay for the park.

I called Wyndham, they said the city

is. I called the city and the city said Wyndham is.

What is the correct answer?

MR. OLSON: So the original agreement, there was a disagreement between us and the developer as to how the park would be funded.

The city's interpretation of the annexation agreement is that the developer would front fund the land cash fees that would afford the park. Okay:

The developer's interpretation was that it should have been on a per-housing basis at the time of building permit, and so those fees were collected over a number of years, and this is 2006, 2007.

The permits were issued, and because of the disagreement, none of the revenues were collected, so that's where the disagreement the last time you had asked -- the last time you had asked about.

The most recent annexation agreement that we just approved a couple meetings ago with the developer actually clarifies that.

We got a little bit of fees from the

developer, and also they are put on a per-permit basis now, so as homes get built in the subdivision we will collect a couple hundred dollars, and at that point it's the City Council and the Park Board's decision whether they can take that money over the next five or ten years, depending on how the subdivision gets built out, and build it -- 70 percent is usually the metric in the park's master plan, or whether they want to build it sooner and just figure out a way to pay for that and then get reimbursed for the fees at a later date, so it is the city's -- the city is the entity that goes there and builds it, but because we didn't have a revenue stream previously, they had chosen not to move forward with it.

MS. CARLSON: Okay.

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MS. LOEFFLER: Are there plans to continue building in our neighborhood or something?

MAYOR GOLINSKI: Ma'am, if you would like -- Anyone who would like to speak, stand up, state your name and -- for the record, just so we have everything in the record.

MS. LOEFFLER: My name is Katie

Loeffler. I guess I'm just a little upset

because back when we moved in, having small kids,

we were promised the park and a nice new

neighborhood and, you know, I can't even take a

walk with my family without having to walk in the

road because there is no sidewalks.

Now you're telling me I'm going to have to pay even more money?

And we've had enough of it, you know. And the value of our house has continually gone down because people are leaving, foreclosing, and now it's going to be even harder to sell, and, you know, the whole homeowner's 's association, I don't know what's going on with that.

We've lost trees, we can't get ahold of anybody. Same thing where you call the neighborhood -- or the city, they tell us to call the owners, and it's just been a roundabout ordeal and I just -- you know, are there plans to develop I guess?

I mean, are we going to build up and become something or are we just going to get

taxed for having nothing?

MR. OLSON: Yes, each lot, each vacant lot owner has the ability to sell to whoever the city has stopped a work order on permits or work, so to the extent that the landowners can find a willing builder and buyer, then they're free to build out there.

MS. LOEFFLER: Are you the developer? I mean, are we starting to develop or -- I guess I am confused on what's happening in our neighborhood.

MR. GIRARD: Well, I guess it's two questions. As far as the development, you know, we didn't go anywhere. We finished it, we built everything out, we've been there for ten years.

Now, the next question is what about the houses, and that's the market. I mean, they're available for sale, we are looking for builders, actively looking for builders, but we don't have a builder in place yet, and, you know, having -- we've had discussions with the city and staff and decided to all move forward and complete all the infrastructure and have everything, you know, done, which is not what's

1	happened, but we're still
2	MS. LOEFFLER: Well, what's being done,
3	I guess, what infrastructures are we talking
4	about?
5	MR. GIRARD: Sewer, water, streets. You
6	know, the park is done, been done for years, the
7	streetlights. That's the infrastructure, that's
8	what I'm talking about.
9	MS. LOEFFLER: We don't have a park.
10	We've got nothing over there. We don't even have
11	sidewalks.
12	UNIDENTIFIED MAN: We have open land
13	MS. LOEFFLER: Yes.
14	UNIDENTIFIED MAN: (inaudible).
15	MR. GIRARD: Well, that's true, it's
16	vacant
17	UNIDENTIFIED MAN: (Inaudible).
18	MS. LOEFFLER: We get to look at
19	beautiful weeds outside of our windows.
20	MR. GIRARD: That's true. But it is
21	MAYOR GOLINSKI: Guys, guys, one at a
22	time. Not back and forth with each other.
23	MR. GIRARD: I'm sorry. I didn't mean
24	to debate, I'll just be quiet.

MS. LOEFFLER: So we're just stuck now with an SSA on top of a bunch of stuff that we thought we were all getting when we moved in, you know.

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I guess that's where we're all -what are we paying, you know, the basin or
whatever? You're going to tax us for that now?

I mean, you know, we're all watching our homes lose value because there's nothing out there, nobody is trying to actively develop in there, you know. I mean, at least if we're getting taxed, build me a nice park first for my kids who are now too old. You know, it's kind of ridiculous, and it's awfully unfair that we're all stuck there and we don't even have a voice because we're less than 51 percent. It's kind of rotten I guess.

(Applause.)

ALDERMAN FRIEDERS: Just so you guys know, you have two things going for you that I don't just south of the tracks. I am in Whispering Meadows.

We have 71 lots that are not built. That developer is not legally a developer. You

have a developer sitting right there who covers your shortfall. He does not cover mine. He finished your roads. I don't have them.

So while I understand the frustration and thinking okay, in the future if all this crap falls down, I'm going to be charged a maximum \$745 a year.

I would pay 250 a month to drive on a road that didn't fall apart every winter. Now, I'm not comparing my apples to your oranges, but I'm telling you where you're sitting is a beautifully, almost complete, small little enclave of houses.

What we have in Whispering Meadows is no roads whatsoever, and I encourage you to drive from anywhere at 35 miles an hour and then go back to yours and go hell, yes, I can pull in my driveway without a bump, and your developer is sitting right there, and I would invite you to come to my neighborhood because I have 71 lots that I would love to put on you because you show up at meetings.

Now, I've been living there since 2006, September 26th will be ten years, with no

fricking roads.

Now, the other day when we approved you guys getting roads, I was all for it because there is one thing that sucks is when you can't pull into your driveway without doing this (indicating). It's unbelievably frustrating.

I can't sell my home. There are four houses on my block for sale who are just as pissed off as I am. Excuse me, Mr. Mayor.

MAYOR GOLINSKI: You are under oath.

ALDERMAN FRIEDERS: And one of the things that I came to this seat for was to get what you got, and I don't have any of that.

But, seriously, thank you for sitting there like a developer should and answer questions because I don't have one.

The fact that you guys have roads and complete infrastructure and, seriously, you have such a small amount of common areas, I understand there -- it's a lot of tiny words and it's a letter says, Do you want to come to the hearing, you get freaked out. I get it.

The good thing is you have a very honest City Council who is aware of all of the

crap going on in every other HOA, every other neighborhood in the city.

There are houses that aren't being built because nobody is building houses. There are some areas where they are because of incentive programs. They are doing everything they can here; I'm doing everything not to lose the hair I already don't have.

I am dead serious. Your road is a cherry on top of a neighborhood that yes, it's not complete, but you have a semblance of a neighborhood.

Where I live right now is a quarter of that. It's 171 lots with 70 -- or excuse me. 221 houses with 71 empty lots.

Those 71 empty lots aren't funding the road that I drive on because they don't exist. So yes, it sucks, that maybe in 20 years you might at most, if you build a palatial pool like my subdivision decided to do, and I pay \$90 every other month for a pool that I won't use, I don't have roads.

You have a small little pocket of homes that are still -- still there. They're not

falling down, they're not blowing away, and you have a developer that is still active.

That is a godsend compared to what I am dealing with personally -- and I'm not whining -- I'm whining, but seriously, the way that this reads is do what we should have done when the -- basically the neighborhood was formed, and it's a good idea. It should have been a long time ago and I blame you, but I'm still thankful that you're sitting there.

Seriously, you're adorable.

So moving forward, I understand that it's frustrating to think that you might have to pay more money at a future date, it's for the protection of anyone who buys their home after you leave.

And, believe me, your home has value because your streets are impeccable, and that's something that not a lot of neighborhoods have.

I know it's frustrating to think of the future, yes, more money might come out of my taxes, but let me tell you, you're already paying for everybody else's, you have them. I'm paying for everyone else's roads and I don't, and I'm not

getting anywhere, so while yes, I can't move to Caledonia because no one will buy my house because I don't have any fricking roads, I would love to live in your neighborhood.

The proximity to Corneils is awesome. Eldamain is blowing up. You guys could get -- If there is a zombie attack, you can bail faster than anybody.

So count your blessings because it's not as bad as it might seem, and I understand that it's frustrating, but Caledonia is a castle right now compared to my little bump in the road, and I'm not trying to deviate, but it's just frustrating when you have something that should have been done a long time ago just kind of get caught up and finished, and now we're freaking people out. We don't want to freak you out.

This is for your protection as well as ours and everyone else that lives here.

17,000 people live here. Your little pocket shouldn't be on everyone else's back, everyone's else's back shouldn't be on yours, but then again, you have roads. That's all. I love Caledonia. Go, Caledonia.

But I understand the frustration, but please, count your blessings, because it's a lot more awesome up there than it is a little bit south. Sorry for rant ing.

MAYOR GOLINSKI: No, no. Well said actually. Okay. Can anyone top that?

MS. ZLDER: First question. That was pretty awesome. Okay. But just one quick question: Is there any circumstance when the backup SSA that only functions to support the basins and the -- you know, those type of things, is there any way that could ever change to the type of SSA you have like in Bristol Bay? Once it is what it is, can it ever change?

MR. OLSON: No. You would have to form a new SSA. It would be the same process you're going through now except with a lot more money and a lot bigger sketch.

MS. ZLDER: Okay. Thank you.

MS. CARLSON: One quick question. I have more concerns about selling my house and having to disclose the fact that there is a backup SSA and so I have a question, on the Wyndham Deerpoint sign, it says Caledonia and it

says, no SSA in the corner. 1 Does that stay or does it go with 2 3 this? MR. GIRARD: Actually we'll take the 4 full sign down so it won't be an issue. 5 MS. CARLSON: Why would you take the 6 7 whole sign down? MR. GIRARD: Well, we don't -- I mean, 8 we don't need it right now, it's not doing any 9 function. I mean, the -- See, I'm not -- I think 10 11 you're trying to say well, is there an SSA now, so we're going to misrepresent and --12 MS. CARLSON: No, I'm not saying that. 13 When I go to sell my house, do I have to disclose 14 there is an SSA? 15 MR. GIRARD: The SSA is actually a 16 17 recorded document. 18 MS. CARLSON: So yes. MR. GIRARD: Yes, and, in fact, 19 whoever -- when you bought your house and whoever 20 buys from you, the declarations are a recorded 21 document. You know, when you read the 22 declarations, it says in it that there's going to 23

be an SSA, there is that clause.

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It says it's going to be in Elgin, but it does say there is going to be an SSA. I mean, so my point is, it is disclosed. Most people don't pay any attention and don't even think about it. I mean, it's not something your lender raises or anybody else raises because they expect it on a title.

MS. CARLSON: I suppose, but, you know, when I came out here looking for a house, if I saw SSA anywhere, I didn't even bother looking any further.

MR. GIRARD: I see what you mean, yeah, and I think it's just a matter of explaining -Like I said, I think in the last five years
almost every single subdivision, I mean, I'm
talking about the whole region of Chicago uses
SSAs.

This isn't a Yorkville thing, it's every subdivision and every town now does that.

I know in Kane County it's part of their ordinance, they require it. You can't get an approved subdivision without an SSA, so my point is it's an accepted thing now.

I understand there is a lot of fear

here and that's what generated I think a lot of the interest, to say SSA in Yorkville, Yorkville has had some issues, as have some other municipalities, but I mean -- so everybody is hypersensitive to the word SSA, but --MS. CARLSON: Well, sure. Rightfully

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so.

MR. GIRARD: Yeah, but people are now beginning to understand the difference, you know, what --

MS. CARLSON: Are you backing out? you taking the sign down because you're backing out, or what?

MR. GIRARD: No, no. I mean, whatever you pay, multiply that times 68 times and that's what we pay because we have 68 lots, so, you know, we're not -- believe me, we're not trying to harm anything, you know. Whatever -- We're paying our share of the SSA per -- and we didn't have to.

We could design it to say only the existing homeowners pay for that, but we didn't do that. We said no, we're going to split it along all of the lots, so it's -- we're not going anywhere. We do plan to market or to build it out, and -- but it's all market driven. As someone has said, we're not -- we're getting closer, the market has been improving little by little each year and it's getting there, but it hasn't been there yet.

MS. CARLSON: And you'll be turning the HOA over sooner than 75 percent built? Is that what I'm understanding tonight?

MR. GIRARD: Well, I don't think we've made the final decision yet, and it's because it hasn't been a driving feature or matter. You know, we haven't -- we're willing to turn it over.

We'd have to find the people that are interested and we'd have to go through that process and we've been dealing with other issues and it hasn't -- you know, and since we've been funding everything anyway, we haven't spent any of the reserves, there wasn't any big urgency because it's largely one contract for somebody in maintenance to go out, so there isn't a specific deadline, but we would personally like to accomplish it this year if we can.

MS. CARLSON: Okay. Thank you.

MS. KING: Hi. My name is Marva King, and like the others, I have -- I'm also a little disappointed, living here eight years. We were promised a lot and a lot of things haven't happened, and I understand that, you know, things have happened.

I guess I'm curious, has -- is there any way to encourage builders to come and build?

Has this happened to another subdivision before?

What did they do to bring builders?

Are there any committees? Are there any teams that can come forward and make this community like we were promised?

MR. GIRARD: You know, the City of Yorkville has -- they've been pretty aggressive and active in that for many different ways.

They've had the Economic Development Committees that actually work on that type of thing.

The city itself has supported a program to encourage builders to allow incentive and matching funds, and they've just recently extended that program again, and that is

incentive. It is getting people interested.

We -- I'm involved in the industry,

I'm on the board of a couple homeowner's

associations and I regularly talk to the

builders, so one of my jobs is to find a builder

to build it out.

MS. KING: Yeah, I mean, like why isn't that happening with us? I mean, I'm sure there is other towns, there is other communities, there is -- that have gone through this same thing.

I mean, is there someone that we can consult with to get ideas to -- I mean, my kids are grown now. I -- I had a dream for them, this was our dream house, and nothing has happened, and I know a lot of things -- you know, it's not in a lot of people's control, but, you know, is it possible?

MR. GIRARD: Really, we're working on it. Believe me, nobody wants to build it out more than we do, or the developer.

MS. KING: All right.

MR. GIRARD: So we are -- It would be astounding to you probably the amount of money we've spent in the last few years building it,

maintaining it and cleaning it, and -- rather walking from it, and we -- no one wants it done more than us, so we are aggressively working on it.

As I said, the city has been helpful, you know. They've worked together with us to complete this infrastructure and get it --

We go to a builder now and say, This is 100 percent done, you know, the letters of credit are dealt with, it's built, and you can look at it. It looks very nice. I mean, it's -- at least when I drove -- I drove through it again tonight, I think it looks nice.

It's a matter of marketing, and we, frankly, have to be a little careful of what goes there, too.

You don't want us just having anybody who will build it at the lowest number and the fastest to get it built, you know. We have a reputation and we are responsible, so we are -- we take some care with who will build it out, too, so -- and that takes a little more patience. You know, if you want a little higher

quality and a little more there, we have to be a little more patient with the market.

MS. KING: Okay. Do you have any estimated time frame that that might happen or are you getting any positives from --

MR. GIRARD: Probably as soon as possible is not what you're looking for, you want something more specific than that? And, no, we've had a lot of interest, that's all I can really tell you, because anything else would be just a false expectation, you know.

There -- three years ago or four years ago there wasn't any interest. There is now. The market is changing.

It is in a great location personally to sell it. In case anybody is looking to build, as was pointed out by the alderman here, is that you are on the far north side of Yorkville, you don't have to go all the way through Yorkville to get to the Tollway.

MS. KING: Yeah, I mean, that's one of the reasons why we moved here, it was -- we are right by the water park. There is a lot of positives, but...

MR. GIRARD: And, you know, there really aren't any negatives in the area, the school system is great. I mean, all -- it's got pluses everywhere, we just have to convince the home building business out there that this is the place to be and the place to go, and we're working on it.

MS. KING: Okay. Wish you the best with that.

MR. GIRARD: Thank you.

MR. COLOSIMO: Miss King, to answer your question --

MS. KING: Yes.

MR. COLOSIMO: -- whether this has happened before, obviously every subdivision came to a grinding halt when the bubble burst, as you know, and in the last few years, yes, developers have been looking at Yorkville, when that bridge came back online and Autumn Creek came back online, Grande Reserve came back online, and those are all now subdivisions that are actively building and have active developers, and they were in the exact same shoes you were, so there's hope, there's light on the horizon, and as a

Council, I swear to you we're doing everything we can to incentivize, you know, people to come here, but some of these -- some of these subdivisions are now coming back online.

I have a problem now that when I drive to my house I have to drive around all the construction trucks because there is so many houses going up, and I'm not the complaining, and I'm the furthest south subdivision in the city of Yorkville while you are the furthest north subdivision in the city of Yorkville, but they are coming, they are looking at Yorkville, and when you look at the number of building permits issued every year, we are on a sharp incline, so it's just a matter of time.

MS. KING: Well, thank you very much. Thank you.

MS. CARLSON: Just for the record, I just wanted to submit these 12 objection petitions that I have collected.

MAYOR GOLINSKI: Okay. Anyone else?
Any other comments, questions? Yes.

ALDERMAN TEELING: I was just going to encourage the residents to look at the Fox Hill

and the Sunflower budgets. Those are the SSA's that we handled because the homeowner's associations went defunct, and you can see, you know, what has actually happened there.

We're only paying for the things that are actually being done, so it's not as if we're -- you know, I mean -- and that may not ever even come to that, you know, this is just a backup just in case the mechanism is there for us to start doing it and getting bids. That's really all this is for.

So I would encourage you just to look through those budgets for the last several years just to see where those were at. We didn't use the maximum, we never charged the maximum. We only charged what we were paying for essentially. So I would encourage you to look through those budgets, Sunflower and Fox Hill, right?

MR. COLOSIMO: Yes.

ALDERMAN TEELING: Yes, Sunflower and Fox Hill, and juts see where we were.

They did increased this year, or last year, just because the detention basin

needed to be improved and the trails in the other subdivision, but I think if you look at those budgets, you'll what is actually -- what we're proposing, what we need to do, this is it.

And we would never even have activated those SSAs except for in one case the residents came to us and said, Please, do this, please do this, because the homeowner's association was defunct, they couldn't get it together, they had no money, so we stepped in for them and did it, and the same thing in Fox Hill, so just look at those budgets and you'll see what this is actually all about.

This isn't an additional tax; this is something that you're going to pay for when you have a homeowner's association and you're --when your subdivision is completely built out, these are the things that you're going to be responsible for, and so currently your developer is paying for a majority of that and I don't --

Are you paying the whole thing right

now?

MR. GIRARD: Yes.

ALDERMAN TEELING: Yes. So the whole

thing is being paid for right now, and it looks like, you know, you might be having some homeowner's association fees assess assessed soon?

MR. GIRARD: That's the plan.

ALDERMAN TEELING: Yeah, but only your portion of it, and so that's what's going to happen in the future anyway once the subdivision is built out, you're going to have a homeowner's association that you're going to have to pay dues to and fees to take care of these common areas, and that's exactly what we would do if in the event the homeowner's association went kaput. These all this is.

So just look at those two budgets that are in the -- in our budget. You can look it up online actually because there is a budget online.

City attorney: Mr. Mayor, I would like to make a comment here.

MAYOR GOLINSKI: Go ahead.

MR. GARDINER: As to the petitions you presented, technically you need to present those petitions at the close of this public hearing so

the record shows that you dropped them off, but I 1 would take them back --2 MS. CARLSON: Okay. 3 MR. GARDINER: -- wait until we close 4 this hearing and then they can be properly 5 considered, which may be five minutes difference, 6 but that's what you need to do: 7 MS. CARLSON: Okay. 8 MAYOR GOLINSKI: Any other public 9 comment or questions? 10 (No response.) 11 MAYOR GOLINSKI: If not, we will close 12 the public hearing. And now you can submit the 13 objections. 14 I need just a minute with the clerk 15 Did you want to submit those objections 16 here. 17 now? MS. CARLSON: Pardon? 18 MAYOR GOLINSKI: Did you want to submit 19 those objections now? 20 MS. CARLSON: Sure. 21 MAYOR GOLINSKI: Yeah, you can just give 22 them to the clerk here. Or they can submit them 23 any time in the next 60 days, right? 24

MR. GARDINER: Yes.

MAYOR GOLINSKI: Yeah, it can be now or anytime with the next 60 days you can submit it.

MS. CARLSON: Who do I give them to?

MAYOR GOLINSKI: Right here, City Clerk.

Okay. Again, if you have any questions, please feel free to reach out to Bart and talk to your elected officials, any questions at all. We thank you all.

Okay. Next we will go into public hearing for Autumn Creek subdivision, Second Amendment to that certain Annexation Agreement, Autumn Creek subdivision, dated April 12, 2005, as amended July 13, 2010, by and among Pulte Home Corporation, owner/developer, a Michigan corporation, and the United City of Yorkville, Kendall County, Illinois, for the purpose of amending the Autumn Creek fee schedule to revert back to the fees in effect as of the date of the original agreement with no increases other than those incurred by the City for water meters, and extending the ordinance/code locks on the development for a period of five years.

So do we have any comment about the

Autumn Creek subdivision amendment to the 1 2 annexation agreement? (No response.) 3 MAYOR GOLINSKI: Do we have any City 4 Council comments or questions on this amendment? 5 (No response.) 6 7 MAYOR GOLINSKI: Hearing none, we will close the public hearing for Autumn Creek 8 subdivision second amendment to the annexation 9 10 agreement. Thank you. 11 (Which were all the 12 proceedings had in the 13 public hearing portion 14 of the meeting.) 15 ----16 17 18 19 20 21 22 23 24

STATE OF ILLINOIS)

(COUNTY OF LASALLE)

I, Christine M. Vitosh, a Certified Shorthand Reporter, do hereby certify that I transcribed the proceedings had at the pubic hearing and that the foregoing, Pages 1 through 65, inclusive, is a true, correct and complete computer-generated transcript of the proceedings had at the time and place aforesaid.

I further certify that my certificate annexed hereto applies to the original transcript and copies thereof, signed and certified under my hand only. I assume no responsibility for the accuracy of any reproduced copies not made under my control or direction.

As certification thereof, I have hereunto set my hand this 3rd day of May, A.D., 2016.

Christine M. Vitosh, CSR Illinois CSR No. 084-002883

\$	2003 [1] - 6:7	8	agreement [10] - 5:10,	23:24, 24:5
-	2005 [1] - 63:13		6:7, 6:8, 33:6, 37:4,	approval [1] - 14:5
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Yorkville [17] - 1:15,

Vitosh Reporting Service 815.993.2832 cms.vitosh@gmail.com



Reviewed By:

Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

Agenda Item 1	Niimhei

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Fitle: Bills for Paym	nent (Informational): \$560,197.79	
Meeting and Date:	City Council – May 10, 2016	
Synopsis:		
Council Action Prev	iously Taken:	
Date of Action:	Action Taken:	
tem Number:		
Type of Vote Requi	red: None – Informational	
	uested:	
comen menon Requ		
Submitted by:	Amy Simmons	Finance
	Name	Department
	Agenda Item No	otes:

UNITED CITY OF YORKVILLE CHECK REGISTER

TIME: 16:53:55 PRG ID: AP215000.WOW

DATE: 05/02/16

CHECK DATE: 05/10/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
522106	AACVB	AURORA AR	EA CONVENTI	ON				
	033116-ALL		04/26/16	01	MAR 2016 ALL SEASON HOTEL TAX	01-640-54-00-5481 INVOICE TOTAL:	35.64 35.64 *	
	033116-наме	TON	04/26/16	01	MAR 2016 HAMPTON INN HOTEL TAX	01-640-54-00-5481 INVOICE TOTAL:	4,000.91 4,000.91 *	
	033116-suns	ET	04/26/16	01	MAR 2016 SUNSET HOTEL TAX	01-640-54-00-5481 INVOICE TOTAL:	31.40 31.40 *	
	033116-SUPE	IR	04/26/16	01	MAR 2016 SUPER 8 HOTEL TAX	01-640-54-00-5481 INVOICE TOTAL:	1,557.54 1,557.54 *	
				(0		CHECK TOTAL:		5,625.49
522107	ACTION	ACTION GR.	APHIX LTD	4	u /			
	5737R	EST.	04/27/16		140 BANNERS	79-795-56-00-5606 INVOICE TOTAL:	700.00 700.00 *	
						CHECK TOTAL:		700.00
522108	ALLSTAR	ALL STAR	SPORTS INST	RUCTI	ON			
	163119	13	04/26/16 Kendall County	01	SPRING 2016 SPORTS INSTRUCTION	79-795-54-00-5462 INVOICE TOTAL:	2,420.00 2,420.00 *	
		1.0	VIE I	\'\		CHECK TOTAL:		2,420.00
522109	AMPERAGE	AMPERAGE	ELECTRICAL	SUPPL	Y INC			
	0628445-IN		04/07/16	01	PHOTOCONTROLS, LAMPS	01-410-56-00-5640 INVOICE TOTAL:	348.24 348.24 *	
	0628463-IN		04/07/16	01	PHOTOCELL	51-510-56-00-5638 INVOICE TOTAL:	16.44 16.44 *	
						CHECK TOTAL:		364.68

UNITED CITY OF YORKVILLE CHECK REGISTER

PRG ID: AP215000.WOW

DATE: 05/02/16

TIME: 16:53:55

CHECK DATE: 05/10/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
522110	ATTINTER	AT&T						
	3989131300		04/10/16	01	04/10-05/09 ROUTER	01-110-54-00-5440 INVOICE TOTAL:	489.18 489.18 *	
						CHECK TOTAL:		489.18
522111	BATTERYS	BATTERY SI	ERVICE CORP	ORATI	ON			
	0010142		04/14/16	01	12V DIESEL BATTERIES	51-510-56-00-5638 INVOICE TOTAL:	730.00 730.00 *	
	0010143	(3)	04/14/16	01	LIGHTING DRYCELL	23-216-56-00-5656 INVOICE TOTAL:	110.95 110.95 *	
		13/	1	/ 0		CHECK TOTAL:		840.95
522112	BEACON	RAINBOW G	ROUP, LLC	ìn)	. /			
	0456255-IN	EST.	04/06/16	01	BASES, PITCHING RUBBER, ANCHORS	79-790-56-00-5620 INVOICE TOTAL:	858.00 858.00 *	
		120		=/		CHECK TOTAL:		858.00
522113	BPAMOCO	BP AMOCO	OIL COMPANY	7	8/			
4722	47223976	13/2	04/24/16	01	APRIL GASOLINE	01-210-56-00-5695 INVOICE TOTAL:	209.61 209.61 *	
			YE !			CHECK TOTAL:		209.61
522114	BUGGITER	BUG GIT-E	RS LLC					
	3089		04/20/16	01	APRIL C & C SPRAY	79-795-54-00-5495 INVOICE TOTAL:	65.00 65.00 *	
						CHECK TOTAL:		65.00

DATE: 05/02/16 UNITED CITY OF YORKVILLE FY 16

PRG ID: AP215000.WOW CHECK DATE: 05/10/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	I DESCRIPTION	ACCOUNT #	ITEM AMT	
522115	CARCONST	CARROLL CC	NSTRUCTION	SUPP	LY			
	AU012237		04/21/16	01	36"MAG LUTE, LEVELUTE W/HANDLE	01-410-56-00-5630 INVOICE TOTAL:	183.00 183.00 *	
						CHECK TOTAL:		183.00
522116	CARGILL	CARGILL, I	NC					
	2902783049		04/11/16	01	BULK ROCK SALT	51-510-56-00-5638 INVOICE TOTAL:	3,039.52 3,039.52 *	
	2902795396	(1)	04/19/16	01	BULK ROCK SALT	51-510-56-00-5638 INVOICE TOTAL:	2,998.38 2,998.38 *	
		15/		/ Ô		CHECK TOTAL:		6,037.90
522117	CHITRIB	CHICAGO TR	RIBUNE		/			
	002612795	EST.	04/01/16 County Seat	02 03 04 05 07	RFP FPR ASPHALT & COLD PATCH CODE ENFORCEMENT JOB POST BUDGET PUBLIC HEARING BLACKBERRY AD FOR BIDS CHURCH ST WTR MAIN AD FOR BID PKBD MEETING CHANGE NOTICE CODE AMEND PUBLIC HEARING	01-220-54-00-5426 01-110-54-00-5426 23-230-60-00-6014	385.60 525.00 74.71 192.80 183.16 38.56 159.06 1,558.89 *	
		/3	VE IV	\'\		CHECK TOTAL:		1,558.89
522118	COMED	COMMONWEAL	TH EDISON					
	1183088101-	0416	04/26/16	01	03/28-04/26 1107 PRAIRIE LIFT	52-520-54-00-5480 INVOICE TOTAL:	121.49 121.49 *	
	1613010022-	0316	04/14/16	01	03/15-04/13 BALLFIELDS	79-795-54-00-5480 INVOICE TOTAL:	517.96 517.96 *	

TIME: 16:53:55
PRG ID: AP215000.WOW

DATE: 05/02/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
522118	COMED	COMMONWEAL	TH EDISON					
	1718099052-	-0416	04/26/16	01	03/29-04/26 872 PRAIRIE CROSS	52-520-54-00-5480 INVOICE TOTAL:	172.58 172.58 *	
	2668047007-	-0416	04/26/16	01	03/28-04/26 1908 RAINTREE	51-510-54-00-5480 INVOICE TOTAL:	195.54 195.54 *	
	8344010026-	-0416	04/21/16	01	02/29-04/20 MISC STREET LIGHTS	15-155-54-00-5482 INVOICE TOTAL:	281.85 281.85 *	
522119	CONCERT	CONCEDITA	D C/2	an av		CHECK TOTAL:		1,289.42
522119	CONSTELL 0032083325	CONSTELLAT	10N NEW END 04/21/16	01	03/18-04/17 3299 LEHMAN CROSS	51-510-54-00-5480 INVOICE TOTAL:	4,349.69 4,349.69 *	
522120	DRHORTON	DR HORTON	CAMBRIDGE I	HOMES	836	CHECK TOTAL:		4,349.69
	20160053-RE	NEW	04/20/16 County Seat Kendall County	02 03 04 05 06	2722 CRANSTON RENEW PROGRAM	23-230-54-00-5406 25-205-54-00-5406 25-215-54-00-5406 25-225-54-00-5406 42-420-54-00-5406 52-520-54-00-5406 84-840-54-00-5406 INVOICE TOTAL:	1,676.20 300.00 800.00 50.00 25.00 500.00 500.00 3,851.20 *	
522121	DRHORTON	DR HORTON	CAMBRINGE	HOMES		CHECK TOTAL:		3,851.20
<i>522121</i>	20160060-RE					23-230-54-00-5406	734.30	

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PRG ID: AP215000.WOW CHECK DATE: 05/10/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
522121	DRHORTON	DR HORTON	CAMBRIDGE	HOMES				
	20160060-RE	NEW	04/20/16	02 03 04 05 06	2484 ELLSWORTH RENEW PROGRAM	25-205-54-00-5406 25-215-54-00-5406 25-225-54-00-5406 42-420-54-00-5406 52-520-54-00-5406 84-840-54-00-5406 INVOICE TOTAL:	150.00 400.00 25.00 12.50 250.00 250.00 1,821.80 *	
						CHECK TOTAL:		1,821.80
522122	DYNEGY	DYNEGY EN	ERGY SERVIC	ES				
	10238931604	1 (3)	04/25/16	01	03/23-04/20 421 POPLAR	15-155-54-00-5482 INVOICE TOTAL:	3,827.91 3,827.91 *	
522123	EEI	ENGINEERI	NG ENTERPRI	SES,	INC.	CHECK TOTAL:		3,827.91
	58090	2	04/20/16	01	TRAFFIC CONTROL SIGNAGE & MARKINGS	01-640-54-00-5465 ** COMMENT ** INVOICE TOTAL:	1,372.50 1,372.50 *	
	58091	13/	04/20/16 Kandall County	01	RT34 IMPROVEMENTS	01-640-54-00-5465 INVOICE TOTAL:	457.50 457.50 *	
	58092	14	04/20/16	01	GAME FARM/SOMONAUK IMPROVEMENT	23-230-60-00-6073 INVOICE TOTAL:	5,565.25 5,565.25 *	
	58093		04/20/16	01	STAGECOACH CROSSING	01-640-54-00-5465 INVOICE TOTAL:	3,909.50 3,909.50 *	
	58094		04/20/16	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465 INVOICE TOTAL:	946.25 946.25 *	

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #		ACCOUNT #	ITEM AMT
522123	EEI	ENGINEERI	NG ENTERPRI	SES,	INC.		
	58095		04/20/16	01	COMED TRAIL	01-640-54-00-5465 INVOICE TOTAL:	6,394.50 6,394.50 *
	58096		04/20/16	01	GRANDE RESERVE - AVANTI	01-640-54-00-5465 INVOICE TOTAL:	18,932.75 18,932.75 *
	58097		04/20/16	01	PRESTWICK	01-640-54-00-5465 INVOICE TOTAL:	· · · · · · · · · · · · · · · · · · ·
	58098	/2	04/20/16	01	BLACKBERRY WOODS	01-640-54-00-5465 INVOICE TOTAL:	112.00 112.00 *
	58099	04/20/16	01	CAPITAL IMPROVEMENT PROGRAM	01-640-54-00-5465 INVOICE TOTAL:	217.50 217.50 *	
	58100	1 /-	04/20/16	/ /	BRISTOL BAY, UNIT 3	01-640-54-00-5465 INVOICE TOTAL:	1,312.50 1,312.50 *
	58101	EST.	04/20/16	01 02	SANITARY SEWER ATLAS MAP UPDATES	** COMMENT **	195.00
	58102	10/	04/20/16 County Scat		IL RT71 SANITARY SEWER & WATER MAIN REPLACEMENT	INVOICE TOTAL: 01-640-54-00-5465 ** COMMENT **	195.00 * 1,600.25
	58103	130	Kendall County		MISC. GIS MAPPING	INVOICE TOTAL: 01-640-54-00-5465	1,600.25 * 2,400.00
	30103		04/20/10	01	MISC. GIS MAFFING	INVOICE TOTAL:	2,400.00 *
	58104		04/20/16	01	GRANDE RESERVE - PARK A	72-720-60-00-6046 INVOICE TOTAL:	2,066.75 2,066.75 *
	58106		04/20/16	01	WATER WORKS SYSTEM MASTER PLAN	51-510-54-00-5465 INVOICE TOTAL:	18,784.00 18,784.00 *

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #		ACCOUNT #	ITEM AMT
522123	EEI	ENGINEERI	NG ENTERPRI	SES,	INC.		
	58107		04/20/16		COUNTRYSIDE ST & WATER MAIN IMPROVEMENTS	51-510-60-00-6082 ** COMMENT **	8,769.90
					COUNTRYSIDE ST & WATER MAIN IMPROVEMENTS	23-230-60-00-6082 ** COMMENT **	5,375.10
						INVOICE TOTAL:	14,145.00 *
	58108		04/20/16	01	2015 ROAD PROGRAM	23-230-60-00-6025 INVOICE TOTAL:	94.50 94.50 *
	58109	/2	04/20/16	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465 INVOICE TOTAL:	1,900.00 1,900.00 *
	58111	3	04/20/16	01	WELL #8 REHABILITATION	51-510-60-00-6022 INVOICE TOTAL:	2,279.50 2,279.50 *
	58113	17	04/20/16	01	2016 ROAD PROGRAM	23-230-60-00-6025 INVOICE TOTAL:	7,213.20 7,213.20 *
	58115	EST.	04/20/16		RT47 & MAIN ST PEDESTRIAN CROSSING	01-640-54-00-5465 ** COMMENT **	2,156.75
		121		= /	(0)	INVOICE TOTAL:	2,156.75 *
	58116	13/	04/20/16 County Seat	01	BRISTOL BAY UTILITY MAP UPDATE	01-640-54-00-5465 INVOICE TOTAL:	3,493.50 3,493.50 *
	58117	12	04/20/16	01 02	APPLETREE CT & CHURCH ST WATER MAIN REPLACEMENT	51-510-60-00-6025 ** COMMENT **	4,200.00
			YE N			INVOICE TOTAL:	4,200.00 *
	58119		04/20/16	01	2016 SANITARY SEWER LINING	52-520-60-00-6025 INVOICE TOTAL:	401.94 401.94 *
	58120		04/20/16	01	872 GREENFIELD TURN	01-640-54-00-5465 INVOICE TOTAL:	369.50 369.50 *

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	1 DESCRIPTION	ACCOUNT #	ITEM AMT	
522123	EEI	ENGINEERI	NG ENTERPRI	SES,	INC.			
	58121		04/20/16		BLACKBERRY WOODS - COMPLETION OF IMPROVMENTS	23-230-60-00-6014 ** COMMENT **	7,814.75	
						INVOICE TOTAL:	7,814.75 *	
	58122		04/20/16		LINCOLN PRAIRIE - POTENTIAL SITE DEVELOPMENT	01-640-54-00-5465 ** COMMENT **	3,669.50	
						INVOICE TOTAL:	3,669.50 *	
	58124		04/20/16	01	KBL COMMUNITY CENTER-BB65	01-640-54-00-5465	343.75	
			2D C/			INVOICE TOTAL:	343.75 *	
				1		CHECK TOTAL:		114,724.14
522124	EEI	ENGINEERI	NG ENTERPRI	SES,	INC.			
	58125-6	17	04/20/16	EUR THE A	RT47 STREETLIGHTS & STREETSCAPES	23-230-60-00-6048 ** COMMENT **	900.61	
		EST.		H B	1836	INVOICE TOTAL:	900.61 *	
						CHECK TOTAL:		900.61
522125	FEECEOIL	FEECE OIL	COMPANY	_/	<i>ω</i> /			
	1590760	12/	04/14/16	01	OIL DRUM	01-410-56-00-5628	366.30	
		13	Kendall County		· /	INVOICE TOTAL:	366.30 *	
	3411361	\'5	04/12/16	01	DIESEL FUEL	01-410-56-00-5695	487.27	
			YE N	02	DIESEL FUEL	51-510-56-00-5695	487.26	
				03	DIESEL FUEL	52-520-56-00-5695	487.26	
						INVOICE TOTAL:	1,461.79 *	
						CHECK TOTAL:		1,828.09
522126	FLATSOS	RAQUEL HE	RRERA					

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522126	FLATSOS	RAQUEL HE	IRRERA					
	1666		04/18/16	01	TIRE INSTALLED	51-510-54-00-5490 INVOICE TOTAL:	100.00 100.00 *	
						CHECK TOTAL:		100.00
522127	FOXVALLE	FOX VALLE	Y TROPHY &	AWARD	OS			
	32991		04/20/16	01	2016 SPRING SWEEP TROPHIES	79-795-56-00-5606 INVOICE TOTAL:	499.20 499.20 *	
	33014A		04/28/16	01	2016 BATTLE @ BRIDGE TROPHIES	79-795-56-00-5606 INVOICE TOTAL:	249.60 249.60 *	
		13		/6		CHECK TOTAL:		748.80
522128	GARDKOCH	GARDINER	KOCH & WEIS	BERG	``\			
	H-2364C-11	6432 _{EST.}	04/03/16	01	KIMBALL HILL 1 MATTERS	01-640-54-00-5461 INVOICE TOTAL:	1,060.00 1,060.00 *	
	H-3525C-11	6431	04/03/16	01	KIMBALL HILL 11 UNIT 4 MATTER	01-640-54-00-5461 INVOICE TOTAL:	2,812.90 2,812.90 *	
	H-3548C-11	6433	04/03/d16 Kendall County	01	WALKER HOMES MATTERS	01-640-54-00-5461 INVOICE TOTAL:	60.00 60.00 *	
			WE I			CHECK TOTAL:		3,932.90
522129	GODWINL	LISA R. G	GODWIN					
	041416		04/24/16		04/14/16 PARK BOARD MEETING MINUTES	79-795-54-00-5462 ** COMMENT **	28.84	
				02	11110110	INVOICE TOTAL:	28.84 *	
						CHECK TOTAL:		28.84

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522130	GROUND	GROUND EFF	ECTS INC.					
	334945		04/19/16	01	SOD	51-510-56-00-5620 INVOICE TOTAL:	113.75 113.75 *	
						CHECK TOTAL:		113.75
522131	HARTRICH	HART, RICH	ARD					
	042716		04/27/16		IL CHIEF'S CONFERENCE MEAL REIMBURSEMENT FOR ATTENDEES	01-210-54-00-5415 ** COMMENT **	98.37	
			D CI	02	REIMBURSEMENT FOR ATTENDEES	INVOICE TOTAL:	98.37 *	
				7		CHECK TOTAL:		98.37
522132	HDSUPPLY	HD SUPPLY	WATERWORKS	, LTD	\ \			
	F352585		04/18/16	01	METERS, METER WASHERS, GASKETS	51-510-56-00-5664 INVOICE TOTAL:	3,381.45 3,381.45 *	
	F380354	EST.	04/18/16	01	5 100CF METERS	51-510-56-00-5664 INVOICE TOTAL:	575.00 575.00 *	
522133	HOMEDEPO	HOME DEPOT	County Seat		\$	CHECK TOTAL:		3,956.45
322133	0144725	HOME BELOI	04/08/16	01	FILTERS	01-410-54-00-5435	119.52	
	0144725	1/2	04/00/10	01	FILIERS	INVOICE TOTAL:	119.52 *	
			LE !			CHECK TOTAL:		119.52
522134	ILPD4811	ILLINOIS S	TATE POLIC	E				
	041216		04/12/16	01	BACKGROUND CHECKS	79-795-54-00-5462 INVOICE TOTAL:	862.75 862.75 *	
						CHECK TOTAL:		862.75

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522135	INFINITY	INFINITY '	TECHNOLOGIE	S				
	71329		04/04/16		RUN ACCESS POINT CABLES IN CITY HALL & PD STATION	01-640-54-00-5450 ** COMMENT **	2,743.40	
						INVOICE TOTAL:	2,743.40 *	
						CHECK TOTAL:		2,743.40
522136	INTELCOM	INTELLIGE	NT COMPUTIN	G SOI	UTION			
	160425001		04/25/16		ETHERNET SURGE PROTECTOR	51-510-54-00-5462 ** COMMENT **	428.94	
		/2	ED C/;	ÜŽ	INDINEERITON	INVOICE TOTAL:	428.94 *	
						CHECK TOTAL:		428.94
522137	JIMSTRCK	JIM'S TRU	CK INSPECTI	ON LI	C			
	160090		02/01/16	1	TRUCK INSPECTION	01-410-54-00-5490 INVOICE TOTAL:	30.00 30.00 *	
		EST.			1836			
	160173		02/04/16	01	TRUCK INSPECTION	01-410-54-00-5490 INVOICE TOTAL:	29.00 29.00 *	
		16/		4	S /	CHECK TOTAL:		59.00
522138	KENDTREA	KENDALL C	County Seat OUNTY of County		?/			
	16-5	1/5	04/15/16	01 02	1ST BI-ANNUAL MUNICIPAL CONTRIBUTION	01-110-54-00-5473 ** COMMENT **	11,775.00	
			T.E.	02	CONTRIBUTION	INVOICE TOTAL:	11,775.00 *	
						CHECK TOTAL:		11,775.00
522139	KONEINC	KONE INC.						
	1157160634		04/07/16	01	ELEVATOR REPAIR	23-216-54-00-5446 INVOICE TOTAL:	1,005.57 1,005.57 *	
						CHECK TOTAL:		1,005.57

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522140	LAKOTA	THE LAKOTA	A GROUP, IN	iC				
	14026-09		04/15/16		02/01-03/31 PROFESSIONAL FEES AND EXPENSES	** COMMENT **	4,118.71	
						INVOICE TOTAL:	4,118.71 *	
						CHECK TOTAL:		4,118.71
522141	LANEMUCH	LANER, MU	CHIN, DOMBR	OW, B	ECKER			
	486164		03/01/16		INTERNAL COMPLAINT INVESTIGATION	01-640-54-00-5463 ** COMMENT **	1,380.00	
		/2	ED C/;	02	INVESTIGATION	INVOICE TOTAL:	1,380.00 *	
	488755		04/01/16		INTERNAL COMPLAINT INVESTIGATION	01-640-54-00-5463 ** COMMENT **	984.61	
		12/			4/	INVOICE TOTAL:	984.61 *	
				# .		CHECK TOTAL:		2,364.61
522142	LEJAN	NICOLE DE	CKER		1836			
	042416	120	04/24/16	01 02	NEW WORLD CONFERENCE MEAL	01-210-54-00-5415 ** COMMENT **	10.00	
		10/	Country Coat	7	REIMBORGEMENT	INVOICE TOTAL:	10.00 *	
		13/	County Seat of Kendall County		?/	CHECK TOTAL:		10.00
522143	LERMI	LERMI	ZIE N					
	042116		04/21/16	01	2016 LERMI DUE RENEWAL	01-210-54-00-5460	25.00	
						INVOICE TOTAL:	25.00 *	
						CHECK TOTAL:		25.00
522144	MENLAND	MENARDS -	YORKVILLE					

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522144	MENLAND	MENARDS -	- YORKVILLE				
	41351		04/06/16	01	LUND INTERNATIONAL DELIVERY	25-225-60-00-6070 INVOICE TOTAL:	450.24 450.24 *
	41853		04/11/16	02 03	KNIVES, SCREWDRIVER, SLEDGE HAMMERS, WIDEBLADE TAPE, CHANNELLOCK SET, MASTERFORCE TOOL SET	** COMMENT **	402.49
						INVOICE TOTAL:	402.49 *
	41860		04/11/16	01	CORRUGATED TUBING	52-520-56-00-5620 INVOICE TOTAL:	99.00 99.00 *
	41921	3	04/12/16	01		79-790-56-00-5640 INVOICE TOTAL:	6.99 6.99 *
	41927	17	04/12/16	01	PLIERS, CHARGING CLIP, VISE GRIPS, PIPE WRENCH	51-510-56-00-5630 ** COMMENT **	91.03
		EST.		H B	836	INVOICE TOTAL:	91.03 *
	42199		04/15/16	01	PLYWOOD SHEATHING	23-216-56-00-5656 INVOICE TOTAL:	25.46 25.46 *
	42559	13/	04/18/16 County Seat	01	ANT BAIT	01-410-56-00-5620 INVOICE TOTAL:	3.43 3.43 *
	42591	12	04/18/16	01	REBAR CHAIR, WIRE, RE-BAR	52-520-56-00-5620 INVOICE TOTAL:	20.08 *
	42676		04/19/16	01	5 GALLON DIESEL CAN, VISE	79-790-56-00-5620 INVOICE TOTAL:	99.95 99.95 *
	42688		04/19/16	01	WEED & GRASS KILLER	79-790-56-00-5620 INVOICE TOTAL:	46.32 46.32 *
	42697		04/19/16	01	BRASS BALL VALVE FIP	51-510-56-00-5638 INVOICE TOTAL:	69.98 69.98 *

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522144	MENLAND	MENARDS -	YORKVILLE					
	42750		04/19/16	01	CAR WASH , H11 BULB	01-210-54-00-5495 INVOICE TOTAL:	13.88 13.88 *	
	42767		04/20/16	01	TANK SPRAYER, WHEELBARROW TIRE	79-790-56-00-5640 INVOICE TOTAL:	44.85 44.85 *	
	42770		04/20/16	01	RETURN TIRE CREDIT	79-790-56-00-5640 INVOICE TOTAL:	-29.99 -29.99 *	
	42883		04/21/16	01 02	HEX KEY SET, SQUARE RECESS, SCREW DRIVER	** COMMENT **	28.47	
	42891	3	04/21/16	0.1	DRILL BIT	INVOICE TOTAL: 51-510-56-00-5630	28.47 *	
	12071	15/	01/21/10	1	Dittill Dil	INVOICE TOTAL:	2.49 *	
	42993	ECT S	04/22/16		PINTLE BALL, PINTLE MOUNTING PLATE, ANTI THEFT PIN		119.06	
		EST.			1836	INVOICE TOTAL:	119.06 *	
		125			s l	CHECK TOTAL:		1,493.73
522145	METROWES	METRO WES!	County Seat	78	5/			
	2529	12	03/28/16	01	03/24/16 BOARD MEETING FOR 1	01-110-54-00-5412 INVOICE TOTAL:		
			LE N	- /		CHECK TOTAL:		35.00
522146	MOSERR	ROBERT MO						
	031216		03/12/16	01	REFEREE	79-795-54-00-5462 INVOICE TOTAL:	125.00 125.00 *	
						CHECK TOTAL:		125.00

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522147	NANCO	NANCO SAL	ES COMPANY,	INC.				
	8749		04/21/16	01	PAPER TOWELS, TISSUE, SOAP	79-795-56-00-5607 INVOICE TOTAL:	110.88 110.88 *	
						CHECK TOTAL:		110.88
522148	NICOR	NICOR GAS						
	07-72-09-0	117 7-0416	04/22/16	01	03/23-04/22 1301 CAROLYN	01-110-54-00-5480 INVOICE TOTAL:	25.31 25.31 *	
	61-60-41-1	000 9-0316	04/13/16	01	03/11-04/11 610 TOWER LN	01-110-54-00-5480 INVOICE TOTAL:	247.25 247.25 *	
	83-80-00-1	000 7-0316	04/13/16	01	03/11-04/11 610 TOWER UNIT B	01-110-54-00-5480 INVOICE TOTAL:	106.52 106.52 *	
522149	NORTCONT	NORTHERN	CONTRACTING	INC.	836	CHECK TOTAL:		379.08
	6354	120	04/22/16	01 02	REPAIR PEDESTRIAN RAILING DUE	23-216-54-00-5446 ** COMMENT **	6,305.00	
		10/1	County Seat		10 HOOLBENT BIRMOL	INVOICE TOTAL:	6,305.00 *	
		13/	Kendall County		'/	CHECK TOTAL:		6,305.00
522150	OHARAM	MICHELE O	'HARA					
	042116		04/21/16	01	PIANO LESSON INSTRUCTION	79-795-54-00-5462 INVOICE TOTAL:	1,064.00 1,064.00 *	
						CHECK TOTAL:		1,064.00
522151	PEPSI	PEPSI-COL	A GENERAL B	OTTLE				

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522151	PEPSI	PEPSI-COL	LA GENERAL E	BOTTLE				
	30821714		04/18/16	01	BEECHER CONCESSION DRINKS	79-795-56-00-5607 INVOICE TOTAL:	436.20 436.20 *	
						CHECK TOTAL:		436.20
522152	PIAZZA	AMY SIMMO	ONS					
	042116-IGF	OA	04/26/16		IGFOA INTERNAL CONTROLS SEMINAR TRAVEL REIMBURSEMENT	01-120-54-00-5415 ** COMMENT **	30.01	
			ED CI			INVOICE TOTAL:	30.01 *	
			EDO			CHECK TOTAL:		30.01
522153	R&PCARR	ROBIN SMI	тн 🗓	/ 0				
	19992	FOT	04/20/16	01	BRAKE KIT	79-790-56-00-5640 INVOICE TOTAL:	149.99 149.99 *	
		EST.			1836	CHECK TOTAL:		149.99
522154	R0000021	CHANIN TH	IILL	=/				
	154082	13/	County Seat	01	SPRING SWEEP 10U REFUND	79-795-54-00-5496 INVOICE TOTAL:	100.00 100.00 *	
		12	Kendall County		/	CHECK TOTAL:		100.00
522155	R0001620	BBB FARMS	KLE N					
	042116		04/21/16	01	REFUND PUBLIC HEARING SIGN	01-000-42-00-4210 INVOICE TOTAL:	50.00 50.00 *	
						CHECK TOTAL:		50.00
522156	REINDERS	REINDERS,	INC.					

TIME: 16:53:55
PRG ID: AP215000.WOW

DATE: 05/02/16

CHECK #	VENDOR #	INVOICE INVOINUMBER DATE		M DESCRIPTION	ACCOUNT #	ITEM AMT	
522156	REINDERS	REINDERS, INC.					
	1626974-00	04/07	7/16 01	V-BELTS, BLADES	79-790-56-00-5640 INVOICE TOTAL:	201.13 201.13 *	
	1626974-01	04/08	3/16 01	BLADES	79-790-56-00-5640 INVOICE TOTAL:	233.05 233.05 *	
	1627135-00	04/08	3/16 01	SPRING TIME RAHN	79-790-56-00-5640 INVOICE TOTAL:	248.17 248.17 *	
		(ED	CIR		CHECK TOTAL:		682.35
522157	RESPONSE	RESPONSIVE NETWO	ORKS SERV	ICES			
	17251	04/21		11 ENPOINT LICENSE 3 MONTH RENEWAL	01-210-56-00-5635 ** COMMENT **	115.50	
		EST.		1836	INVOICE TOTAL: CHECK TOTAL:	115.50 *	115.50
522158	RICHTERP	PAUL J. RICHTER					
	031216	03/12		REFEREE	79-795-54-00-5462 INVOICE TOTAL:	50.00 50.00 *	
		County G Kendall	county	3/	CHECK TOTAL:		50.00
522159	RIETZR	ROBERT L. RIETZ	JR.				
	031216	03/12	2/16 01	REFEREE	79-795-54-00-5462 INVOICE TOTAL:	125.00 125.00 *	
					CHECK TOTAL:		125.00
522160	RUSSPOWE	RUSSO HARDWARE	INC.				

TIME: 16:53:55 CHECK REGISTER

PRG ID: AP215000.WOW CHECK DATE: 05/10/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
522160	RUSSPOWE	RUSSO HARDW	WARE INC.					
	3064267		04/21/16	01	LINE TRIMMER, BACKPACK SPRAYER	01-410-56-00-5630 INVOICE TOTAL:	289.98 289.98 *	
						CHECK TOTAL:		289.98
522161	SECBLDR	SECURITY BU	JILDERS SU	PPLY	CO			
	234181		04/11/16	01	TRILOGY ALARM LOCK	23-216-56-00-5656 INVOICE TOTAL:	512.00 512.00 *	
		/28	D C/7			CHECK TOTAL:		512.00
522162	SECSTATE	SECRETARY (OF STATE					
	042116	12/	04/21/16	01	2015 TRAILER PLATES	79-790-56-00-5620 INVOICE TOTAL:	26.00 26.00 *	
		EST.		# H H	836	CHECK TOTAL:		26.00
522163	SERVICE	SERVICE PRI	INTING COR	PORAT	ION			
	26541	12/1	04/26/16 County Seat	01	19,550 PRINTED SUMMER CATALOGS	79-795-54-00-5426 INVOICE TOTAL:	12,249.69 12,249.69 *	
		13/	Kendall County		?/	CHECK TOTAL:		12,249.69
522164	STEVENS	STEVEN'S SI	ILKSCREENI	NG				
	9548		10/28/15	01	EMBROIDER STAR BADGE PATCH	01-210-56-00-5600 INVOICE TOTAL:	15.00 15.00 *	
						CHECK TOTAL:		15.00
522165	SUBURLAB	SUBURBAN LA	ABORATORIE	S INC				

TIME: 16:53:55
PRG ID: AP215000.WOW

DATE: 05/02/16

CHECK #	VENDOR #	INVOICE INVOICE NUMBER DATE	ITEM # DESCRI	PTION	ACCOUNT #	ITEM AMT	
522165	SUBURLAB	SUBURBAN LABORATORI	ES INC.				
	133651	04/26/16	01 FLOURI	DE	51-510-54-00-5429 INVOICE TOTAL:	894.00 894.00 *	
					CHECK TOTAL:		894.00
522166	TRAFFIC	TRAFFIC CONTROL COR	PORATION				
	90483	04/25/16	01 PED PU	SH BUTTONS	01-410-54-00-5435 INVOICE TOTAL:	450.00 450.00 *	
		ED C/			CHECK TOTAL:		450.00
522167	TRITECH	TRI-TECH ELECTRIC I	NC				
	15774	04/27/16	01 REPLAC	E MAST ARM SHAFT @ RT47 NEMMON	01-410-54-00-5435 ** COMMENT **	12,775.00	
			1000		INVOICE TOTAL:	12,775.00 *	
		EST.	1836		CHECK TOTAL:		12,775.00
522168	UPSSTORE	MICHAEL J. KENIG	=				
	042516	04/25/16 County Seat	01 1 PKG	TO KFO	01-110-54-00-5452 INVOICE TOTAL:	31.95 31.95 *	
		Kendali County	(4)		CHECK TOTAL:		31.95
522169	VITOSH	CHRISTINE M. VITOSH	~//				
	CMV 1776-1	782 04/20/16	01 MARCH 02 HEARIN	& APRIL 2016 ADMIN	01-210-54-00-5467 ** COMMENT **	700.00	
			02 HDHILIN		INVOICE TOTAL:	700.00 *	
					CHECK TOTAL:		700.00

TIME: 16:53:55
PRG ID: AP215000.WOW

DATE: 05/02/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	1 DESCRIPTION	ACCOUNT #	ITEM AMT	
522170	WATERSYS	WATER SOLU	UTIONS UNLI	MITED), INC			
	38660		04/12/16	01	CHEMICALS	51-510-56-00-5638 INVOICE TOTAL:	3,045.00 3,045.00 *	
						CHECK TOTAL:		3,045.00
522171	WHOLTIRE	WHOLESALE	TIRE					
	153223		03/30/16	01	FRONT TIRE ALIGNMENT	01-410-54-00-5490 INVOICE TOTAL:	59.95 59.95 *	
			ED C/			CHECK TOTAL:		59.95
522172	WOODHOUR	RICHARD WO	OODHOUSE					
	031216	15/	03/12/16	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	50.00 50.00 *	
		EST.		H B	1836	CHECK TOTAL:		50.00
522173	YORKACE		ACE & RADI					
	159590	15/1	04/23/16	01	KEYS	79-795-56-00-5607 INVOICE TOTAL:	11.16 11.16 *	
		13/	County Seat of Kendall County		?/	CHECK TOTAL:		11.16
522174	YORKGFPC	PETTY CASI	By A. T.					
	042916		04/29/16	01 02	WATER OPERATOR CONFERENCE MEAL REIMBURSEMENT	51-510-54-00-5415 ** COMMENT **	4.10	
				03	KCWA APRIL MEETING FEE	51-510-54-00-5412	20.00	
				04	ILCPA CONFERENCE PARKING	01-120-54-00-5415 INVOICE TOTAL:	15.00 39.10 *	
						CHECK TOTAL:		39.10

TIME: 16:53:55 PRG ID: AP215000.WOW

DATE: 05/02/16

CHECK #	VENDOR #	INVOICE INVOICE NUMBER DATE	ITEM # DESCRIPTION	ACCOUNT #	ITEM AMT	
522175	YORKPDPC	YORKVILLE POLICE DE	PT.			
	042916	04/29/16	01 HEADLIGHT BULBS	01-210-54-00-5495 INVOICE TOTAL:	16.23 16.23 *	
				CHECK TOTAL:		16.23
522176	YORKSELF	YORKVILLE SELF STOR	AGE, INC			
	042516-45	04/25/16	01 APR 2016 STORAGE	01-210-54-00-5485 INVOICE TOTAL:	80.00 80.00 *	
		ED C/	r is	CHECK TOTAL:		80.00
522177	YOUNGM	MARLYS J. YOUNG				
	040516	04/25/16	01 04/05/16 EDC MEETING MINUTES	01-110-54-00-5462 INVOICE TOTAL:	55.00 55.00 *	
		EST.	1836	CHECK TOTAL:		55.00
522178	0000000	TOTAL DEPOSIT ^				
	051016	05/10/16	01 TOTAL DIRECT DEPOSITS	INVOICE TOTAL:	10,070.00 10,070.00 *	
		County Seat of Kendall County	/\$/	CHECK TOTAL:		10,070.00
		TILLE I	Lilli	TOTAL AMOUNT PAID:		237,058.97

[^] Please see next page for Direct Deposit detail

DESCRIPTION

DATE: 05/02/16 TIM ID:

UNITED CITY OF YORKVILLE

TIME: 16:54:32	DIRECT DEPOSIT AUDIT REPORT
ID: AP6C000P.CBL	DEPOSIT NACHA FILE
VENDOR NAME	NUMBER DEPOSIT AMOUNT

DAVID BEHRENS	BEHRD	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
DLK, LLC	DLK	9,425.00	APR 2016 MONTHLY HOURS
TIM EVANS	EVANST	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
ROB FREDRICKSON	FREDRICR	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
GARY GOLINSKI	GOLINSKI	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
RHIANNON HARMON	HARMANR	30.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
ADAM HERNANDEZ	HERNANDA	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
RYAN HORNER	HORNERR	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
ANTHONY HOULE	HOULEA	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
JAMIE JACKSON	JACKSONJ	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
TYLER NELSON	NELCONT	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
STEVE REDMON	REDMONST	30.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
SHAY REMUS	ROSBOROS	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
BILL SCOTT	SCOTTB	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
JOHN SLEEZER	SLEEZERJ	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
SLEEZER, SCOTT	SLEEZERS	45.00	APR 2016 MOBILE EMAIL REIMBURSEMENT
/ 2 / 3	101		
TOTAL AMOUNT OF DIRECT DEPOSITS	~ / % /	10,070.00	

Total # of Vendors :

PRG ID: AP215000.WOW

DATE: 05/02/16

TIME: 17:29:44

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
522179	CHITRIB	CHICAGO T	TRIBUNE					
	002612795-2		04/01/16	03 04	AUTUMN CRK PUBLILC HEARING	90-091-91-00-0011 90-094-94-00-0011 90-095-95-00-0011 90-096-96-00-0011 90-082-82-00-0011 INVOICE TOTAL:	1,419.72 1,065.44 339.14 353.60 185.57 3,363.47 *	
522180	EEI	ENGINEERI	ING ENTERPRI	SES.	THE KED CITY	CHECK TOTAL:		3,363.47
322100	58105		04/20/16	,	WRIGLEY SITE EXPANSION	90-074-74-00-0111 INVOICE TOTAL:	3,208.25 3,208.25 *	
	58110		04/20/16	01	FOUNTAINVIEW SUBDIVISION 1836	90-083-83-00-0111 INVOICE TOTAL:	1,448.00 1,448.00 *	
	58112		04/20/16	01	LOT 19 YORKVILLE BUS. PARK	90-082-82-00-0111 INVOICE TOTAL:	135.00 135.00 *	
	58114		04/20/16	01	O'REILLY AUTO PARTS STORE Kendall County	90-088-88-00-0111 INVOICE TOTAL:	125.00 125.00 *	
	58118		04/20/16	01	GC HOUSING DEVELOPMENT	90-089-89-00-0111 INVOICE TOTAL:	277.50 277.50 *	
	58123		04/20/16	01	104 BEAVER ST SITE IMPROVEMENT	90-097-97-00-0111 INVOICE TOTAL:	2,676.50 2,676.50 *	
						CHECK TOTAL:		7,870.25
522181	EYEMED	FIDELITY	SECURITY LI	FE IN	s.			
	619371		04/27/16	01	MAY 2016 VISION INS	01-110-52-00-5224	60.08	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

PRG ID: AP215000.WOW

DATE: 05/02/16

TIME: 17:29:44

CHECK DATE: 05/10/16

CHECK # VENDOR # INVOICE INVOICE ITEM NUMBER DATE # DESCRIPTION ACCOUNT # EYEMED 522181 FIDELITY SECURITY LIFE INS. 619371 01-120-52-00-5224 54.75 03 MAY 2016 VISION INS 01-210-52-00-5224 492.12 04 MAY 2016 VISION INS 01-220-52-00-5224 60.96 05 MAY 2016 VISION INS 01-410-52-00-5224 88.93 06 MAY 2016 VISION INS 01-640-52-00-5242 65.16 07 MAY 2016 VISION INS 79-790-52-00-5224 79.64 79-795-52-00-5224 08 MAY 2016 VISION INS 60.39 09 MAY 2016 VISION INS 51-510-52-00-5224 94.25 10 MAY 2016 VISION INS 52-520-52-00-5224 45.97 11 MAY 2016 VISION INS 82-820-52-00-5224 54.24 INVOICE TOTAL: 1,156.49 * CHECK TOTAL: 1,156.49 522182 FOXVALLE FOX VALLEY TROPHY & AWARDS 33014 04/27/16 01 2016 BATTLE@BRIDGE TROPHIES 79-795-56-00-5606 249.60 INVOICE TOTAL: 249.60 * 33015 79-795-56-00-5606 04/27/16 01 2016 PEPPE RUN MEDALS & 280.00 02 TROPHIES ** COMMENT ** INVOICE TOTAL: 280.00 * 529.60 CHECK TOTAL: 522183 GLATFELT GLATFELTER UNDERWRITING SRVS. 131180109-5 04/30/16 01 LIABILITY INS PYMNT #5 01-640-52-00-5231 8,592.26 02 PARK/REC LIABILITY INS PYMNT#5 01-640-52-00-5231 1,838.62 03 LIABILITY INS PYMNT #5 51-510-52-00-5231 900.43 04 LIABILITY INS PYMNT #5 52-520-52-00-5231 464.17 05 LIABILITY INS PYMNT #5 866.52 82-820-52-00-5231 INVOICE TOTAL: 12,662.00 * CHECK TOTAL: 12,662.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

TIME: 17:29:44 PRG ID: AP215000.WOW

DATE: 05/02/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
522184	GUARDENT	GUARDIAN						
	042716-DEN	ITAL	04/27/16	01	MAY 2016 DENTAL INS	01-110-52-00-5223	482.66	
			, , ,			01-110-52-00-5223	42.09	
				0.3	MAY 2016 DENTAL INS	01-120-52-00-5223	471.21	
				04	MAY 2016 DENTAL INS	01-210-52-00-5223	4,117.92	
				05	MAY 2016 DENTAL INS	01-220-52-00-5223	513.30	
				06	MAY 2016 DENTAL INS	01-410-52-00-5223	750.84	
				07	MAY 2016 DENTAL INS	01-640-52-00-5241	463.39	
				0.8	MAY 2016 DENTAL INS	79-790-52-00-5223	670.23	
				09	MAY 2016 DENTAL INS	79-795-52-00-5223	482.62	
				10	MAY 2016 DENTAL INS	51-510-52-00-5223	762.28	
				11	MAY 2016 DENTAL INS	52-520-52-00-5223	363.89	
				12	MAY 2016 DENTAL INS	82-820-52-00-5223	440.48	
						INVOICE TOTAL:	9,560.91 *	
					EST. 183	CHECK TOTAL:		9,560.91
522185	ICMA	INTERNATI	IONAL CITY/C	OUNTY!	MGMT			
	2017DUES		04/27/16	01	ANNUAL DUES RENEWAL	01-110-54-00-5460	•	
					19/1	INVOICE TOTAL:	1,280.00 *	
					County Seat Gf Kendall County	CHECK TOTAL:		1,280.00
522186	IPRF	ILLINOIS	PUBLIC RISK	FUND	The ILLY			
	31469		04/11/16	01	JUNE 2016 WORKERS COMP INS	01-640-52-00-5231	8,833.83	
				02	PARK/REC JUNE 2016 WORKERS	01-640-52-00-5231	1,890.31	
				03	COMP INS	** COMMENT **		
				04	JUNE 2016 WORKERS COMP INS	51-510-52-00-5231	925.75	
				05	JUNE 2016 WORKERS COMP INS	52-520-52-00-5231	477.22	
				06	JUNE 2016 WORKERS COMP INS	82-820-52-00-5231	890.89	
						INVOICE TOTAL:	13,018.00 *	
						CHECK TOTAL:		13,018.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	,

TIME: 17:29:44 PRG ID: AP215000.WOW

DATE: 05/02/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #		ACCOUNT #	ITEM AMT	
522187	ITRON	ITRON						
	410196		04/11/16	01		51-510-54-00-5462 INVOICE TOTAL:	533.73 533.73 *	
						CHECK TOTAL:		533.73
522188	KCSHERIF	KENDALL CO.	. SHERIFF'S	OFF	ICE			
	MAR-KENDALL		04/25/16		MAR 2016 KENDALL CO FTA BOND FEE REIMBURSEMENT	01-000-24-00-2412 ** COMMENT **	350.00	
					(31)	INVOICE TOTAL:	350.00 *	
					5/	CHECK TOTAL:		350.00
522189	LEXIPOL	LEXIPOL LLO	2					
	16550		04/25/16		LAW ENFORCEMENT POLICY 1836 MANUAL	01-210-54-00-5462 ** COMMENT **	13,278.00	
				02			13,278.00 *	
					19/2/	CHECK TOTAL:		13,278.00
522190	LOCALGOV	TIM SCHLONE	EGER		County Seat af Kendall County			
	4272016		03/14/16	01		01-110-54-00-5460 INVOICE TOTAL:	780.00 780.00 *	
					YE ID	CHECK TOTAL:		780.00
522191	METROWES	METRO WEST	COG					
	2568		04/01/16	01	05/2016-04/2017 RENEWAL DUES	01-110-54-00-5460 INVOICE TOTAL:	6,333.60 6,333.60 *	
						CHECK TOTAL:		6,333.60

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	,

PRG ID: AP215000.WOW

DATE: 05/02/16

TIME: 17:29:44

CHECK DATE: 05/10/16

CHECK # VENDOR # INVOICE INVOICE ITEM NUMBER DATE # DESCRIPTION ACCOUNT # ITEM AMT 522192 R0000594 BRIAN BETZWISER 25-215-92-00-8000 050116-90 3,382.98 02 185 WOLF ST PAYMENT #90 25-215-92-00-8050 2,518.32 03 185 WOLF ST PAYMENT #90 25-225-92-00-8000 105.99 04 185 WOLF ST PAYMENT #90 25-225-92-00-8050 78.90 INVOICE TOTAL: 6,086.19 * CHECK TOTAL: 6,086.19 522193 R0001473 JUSTINE BRUMMEL 04/21/16 01 CANCELLATION REFUND DUE TO 154066 79-795-54-00-5496 50.00 02 CUSTOMER CONFLICT ** COMMENT ** 50.00 * INVOICE TOTAL: CHECK TOTAL: 50.00 522194 R0001504 MIKE PEURA 2016 200.00 04/28/16 01 USSSA TEAM REGISTRAION 79-795-54-00-5462 200.00 * INVOICE TOTAL: CHECK TOTAL: 200.00 522195 R0001619 ERIC ROGERS 041416 04/14/16 01 REFUND OVERPAYMENT ON FINAL 51.03 01-000-13-00-1371 02 FOR ACCT#0102400600-02 ** COMMENT ** INVOICE TOTAL: 51.03 * 51.03 CHECK TOTAL: 522196 R0001621 FLOYD RASPILLER 042716 04/27/16 01 REFUND OVERPAYMENT ON FINAL 01-000-13-00-1371 99.91

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	-

PRG ID: AP215000.WOW

DATE: 05/02/16

TIME: 17:29:44

CHECK DATE: 05/10/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
522196	R0001621	FLOYD RASI	PILLER 04/27/16	02	FOR ACCT#0101308660-00	** COMMENT **		
	042710		04/2//10	02	FOR ACCI#0101308000-00	INVOICE TOTAL: CHECK TOTAL:	99.91 *	99.91
522197	SWANK	SWANK MOT	ION PICTURE	S		CHECK TOTAL.		99.91
	1325576		02/05/16	01	SUMMER MOVIES	79-795-56-00-5606 INVOICE TOTAL:	806.00 806.00 *	
					3 0	CHECK TOTAL:		806.00
						TOTAL AMOUNT PAID:		78,009.18

01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS

01-640 ADMINSTRATIVE SERVICES
11-111 FOX HILL SSA

15-155 MOTOR FUEL TAX (MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & RECREATION CAPITAL

12-112 SUNFLOWER SSA

51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPT

82-820 LIBRARY OPERATIONS

42-420 DEBT SERVICE

83-830 LIBRARY DEBT SERVICE 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT



UNITED CITY OF YORKVILLE PAYROLL SUMMARY May 6, 2016

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 12,096.98	\$ -	12,096.98	\$ 1,273.94	\$ 841.25	\$ 14,212.17
FINANCE	8,329.63	-	8,329.63	917.33	644.71	9,891.67
POLICE	101,474.82	2,139.71	103,614.53	970.84	7,595.92	112,181.29
COMMUNITY DEV.	13,112.48	-	13,112.48	1,267.57	953.96	15,334.01
STREETS	12,803.53	-	12,803.53	1,325.62	938.96	15,068.11
WATER	13,544.94	92.27	13,637.21	1,449.64	982.36	16,069.21
SEWER	7,750.28	-	7,750.28	839.80	589.03	9,179.11
PARKS	16,774.25	123.46	16,897.71	1,538.08	1,253.29	19,689.08
RECREATION	13,710.93	-	13,710.93	1,059.79	1,024.15	15,794.87
LIBRARY	15,709.23	-	15,709.23	826.62	1,174.27	17,710.12
TOTALS	\$ \$ 215.307.07	\$ 2.355.44	\$ 217.662.51	\$ 11.469.23	\$ 15.997.90	\$ 245.129.64

TOTAL PAYROLL

\$ 245,129.64



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, May 10, 2016

ACCOUNTS PAYABLE	<u>DATE</u>	
City Check Register - FY16 (<i>Pages 1 - 22</i>) City Check Register - FY17 (<i>Pages 23 - 28</i>)	05/10/2016 05/10/2016	
PAYROLL	SUB-TOTAL:	\$315,068.15
Bi - Weekly (Page 29)	05/06/2016	245,129.64
	SUB-TOTAL:	\$245,129.64
TOT	AL DISBURSEMENTS:	\$560,197.79



Reviewed	l By:

Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

Agenda	Item	Number
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Mayor #1

Tracking Number

CC 2016-29

Agenda Item Summary Memo

Title: Selection of	Mayor Pro-Tem fo	or Fiscal Year 2017		
Meeting and Date:	City Council – M	Iay 10, 2016		
Synopsis:				
Council Action Pro	eviously Taken:			
Date of Action:	A	Action Taken:		
Item Number:				
Гуре of Vote Requ	ired:			
Council Action Re	quested:			
Submitted by:		Golinski		
	Name		Department	
	•	Agenda Item Notes:		
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Reviewed By

Legal	
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Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

Agenda Item 1	Niimhei

Mayor #2

Tracking Number

CC 2016-30

Agenda Item Summary Memo

Title: Appointment	ts to Boards and C	Commissions		
Meeting and Date:	City Council – I	May 10, 2016		
Synopsis:				
Council Action Pro	eviously Taken:			
Date of Action:		Action Taken:		
Item Number:				
Type of Vote Requ	ired: Majority			
Council Action Re	quested: Approv	val		
Submitted by:	Mayor Gary I	Golinski		
Submitted by:	Name		Department	
Agenda Item Notes:				

2016 Board and Commission Appointments

BOARD/ COMMISSION	NAME	TERM	
Fire & Police Commission	Chuck Pierce	3 years	May 2016 – May 2019
Library Board	Susan Chacon	3 years	May 2016 – May 2019
Library Board	Kate Elder	3 years	May 2016 – May 2019
Library Board	Russell Walter	3 years	May 2016 – May 2019
Park Board	Mark Dilday	5 years	May 2016 – May 2021
Police Pension Fund Board	Joseph Gillespie	2 years	May 2016 – May 2018
Police Pension Fund Board	Fred DuSell	1 year	May 2016 – May 2017



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Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

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Agenda	Item	Num	ibei

Mayor #3

Tracking Number

CC 2016-31

Agenda Item Summary Memo

Title: Proclamation	for National Safe Boating Week			
Meeting and Date:	City Council – May 10, 2016			
Synopsis:				
Council Action Pre	viously Taken:			
Date of Action:	Action Taken:			
Item Number:				
Type of Vote Requi	red: None			
Council Action Req	uested:			
Submitted by:	Mayor Gary J. Golinski			
	Name	Department		
Agenda Item Notes:				

UNITED CITY OF YORKVILLE

Proclamation for National Safe Boating Week

For nearly 90 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing. During National Safe Boating Week, we want to bring special attention to this pastime and remind recreational boaters of a few tips to ensure that they and their loved ones are safe and responsible while exploring our nation's waterways.

Proper planning for a day of boating begins even before leaving the home. Getting a free vessel safety check and taking a safe boating course at the beginning of the boating season, filing a float plan with a trusted family member or friend, and checking the weather before boating are key steps to an enjoyable time boating. Every boater should wear a U.S. Coast Guard-approved life jacket at all times while boating. Drowning remains the number one cause of death for recreational boaters each year, and the majority of drowning victims in recreational boating accidents are not wearing a life jacket. Safe and responsible boating includes never operating a boat while under the influence of drugs or alcohol and knowing basic navigation rules.

Year-round, people continue to enjoy all that our natural environment has to offer through the joy of boating. National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; approximately three-fourths of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, today's life jackets are more comfortable, more attractive, and more wearable than styles of years past.

NOW, Therefore, I, Gary J. Golinski, Mayor of the United City of Yorkville, do hereby support the goals of the North American Safe Boating Campaign (Wear It!) and proclaim May 21-27, 2016 as National Safe Boating Week and the start of the year-round effort to promote safe boating.

In Witness Thereof, I urge all those who boat to "Wear it." and practice safe boating habits.

Dated this 10th day of May, 2016, A.D.

Gary J.	Golinski,	Mayor	