



## **United City of Yorkville**

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

[www.yorkville.il.us](http://www.yorkville.il.us)

**AGENDA**  
**CITY COUNCIL MEETING**  
**Tuesday, August 9, 2016**  
**7:00 p.m.**

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

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**Call to Order:**

**Pledge of Allegiance:**

**Roll Call by Clerk:** WARD I

Carlo Colosimo  
Ken Koch

WARD II

Jackie Milschewski  
Larry Kot

WARD III

Chris Funkhouser  
Joel Frieders

WARD IV

Diane Teeling  
Seaver Tarulis

**Establishment of Quorum:**

**Amendments to Agenda:**

**Presentations:**

**Public Hearings:**

**Citizen Comments on Agenda Items:**

**Consent Agenda:**

**Minutes for Approval:**

**Bills for Payment (Informational): \$635,880.21**

**Mayor's Report:**

1. CC 2016-42 Appointments to Planning and Zoning Commission
2. CC 2016-46 Resolution Approving a Recreational Lease from Commonwealth Edison Company for the Kennedy Road Recreational Path
3. CC 2016-47 Resolution - Intergovernmental Agreement for the Sharing of Services between the Village of Oswego and the United City of Yorkville

**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:**

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COMMITTEES, MEMBERS AND RESPONSIBILITIES

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**ADMINISTRATION: August 17, 2016 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Milschewski	Finance	Library
Vice-Chairman: Alderman Frieders	Administration	
Committee: Alderman Teeling		
Committee: Alderman Tarulis		

**ECONOMIC DEVELOPMENT: September 6, 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: October 6, 2016 – 6:30 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Kot	Police	School District
Vice-Chairman: Alderman Frieders		
Committee: Alderman Colosimo		
Committee: Alderman Tarulis		

**PUBLIC WORKS: August 16, 2016 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Funkhouser	Public Works	Park Board
Vice-Chairman: Alderman Milschewski	Engineering	YBSD
Committee: Alderman Kot	Parks and Recreation	
Committee: Alderman Koch		

UNITED CITY OF YORKVILLE  
WORKSHEET  
CITY COUNCIL  
**Tuesday, August 9, 2016**  
7:00 PM  
CITY COUNCIL CHAMBERS

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**AMENDMENTS TO AGENDA:**

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**CITIZEN COMMENTS ON AGENDA ITEMS:**

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**BILLS FOR PAYMENT:**

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1. Bills for Payment (Informational)

☐ Notes \_\_\_\_\_

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**MAYOR'S REPORT:**

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1. CC 2016-42 Appointments to Planning and Zoning Commission

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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2. CC 2016-46 Resolution Approving a Recreational Lease from ComEd for the Kennedy Road Path

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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3. CC 2016-47 Resolution – Intergovernmental Agreement for the Sharing of Services with Oswego

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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\_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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**CITIZEN COMMENTS:**

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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Bills for Payment

Tracking Number

### Agenda Item Summary Memo

**Title:** Bills for Payment (Informational): \$635,880.21

**Meeting and Date:** City Council – August 9, 2016

**Synopsis:**

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None – Informational

**Council Action Requested:**

**Submitted by:** \_\_\_\_\_  
Name Department

### Agenda Item Notes:

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DATE: 07/19/16  
TIME: 12:58:20  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

PAGE: 1

CHECK DATE: 07/19/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523792	PLAINEXC	PLAINFIELD GRADING &					
	071516-3&FINAL	07/15/16	01	ENGINEER'S PYMT #3 & FINAL -	51-510-60-00-6025	21,158.08	
			02	RIDGE ST WATER MAIN	** COMMENT **		
			03	IMPROVEMENTS	** COMMENT **		
			04	ENGINEER'S PYMT #3 & FINAL -	23-230-60-00-6025	1,239.26	
			05	RIDGE ST WATER MAIN	** COMMENT **		
			06	IMPROVEMENTS	** COMMENT **		
			07	ENGINEER'S PYMT #3 & FINAL -	52-520-60-00-6025	2,106.67	
			08	RIDGE ST WATER MAIN	** COMMENT **		
			09	IMPROVEMENTS	** COMMENT **		
				INVOICE TOTAL:		24,504.01 *	
				CHECK TOTAL:			24,504.01
523793	R0001668	AUSTIN J. LEHMANN					
	20160059-BUILD	07/01/16	01	789 KENTSHIRE BUILD PROGRAM	23-000-24-00-2445	2,764.40	
			02	789 KENTSHIRE BUILD PROGRAM	25-000-24-20-2445	300.00	
			03	789 KENTSHIRE BUILD PROGRAM	25-000-24-21-2445	900.00	
			04	789 KENTSHIRE BUILD PROGRAM	42-000-24-00-2445	50.00	
			05	789 KENTSHIRE BUILD PROGRAM	51-000-24-00-2445	870.00	
				INVOICE TOTAL:		4,884.40 *	
				CHECK TOTAL:			4,884.40
				TOTAL AMOUNT PAID:			29,388.41

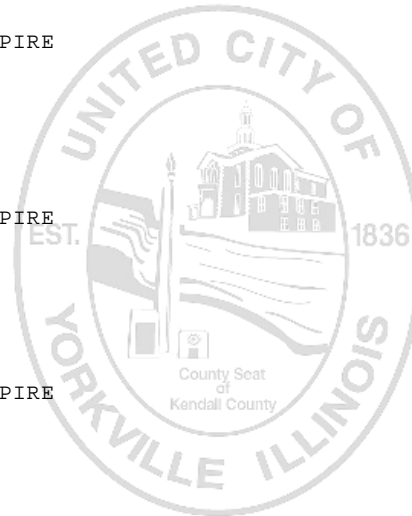
01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 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	

DATE: 07/21/16  
TIME: 09:25:52  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 07/21/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523794	ABBOTTN	NATHANIEL ABBOTT					
	2016	SUM SLUG	07/21/16	01	UMPIRE	79-795-54-00-5462	50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
523795	BLACKBUM	MIKE BLACKBURN					
	2016	SUM SLUG	07/21/16	01	UMPIRE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
523796	BURCIAGH	HUMBERTO A. BURCIAGA					
	2016	SUM SLUG	07/21/16	01	UMPIRE	79-795-54-00-5462	250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00
523797	LINDHOLJ	JACOB LINDHOLM					
	2016	SUM SLUG	07/21/16	01	UMPIRE	79-795-54-00-5462	50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
523798	MARKSJ	JOSEPH MARKS					
	2016	SUM SLUG	07/21/16	01	UMPIRE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
523799	MCCLEARM	MICHAEL MCCLEARY					



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
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

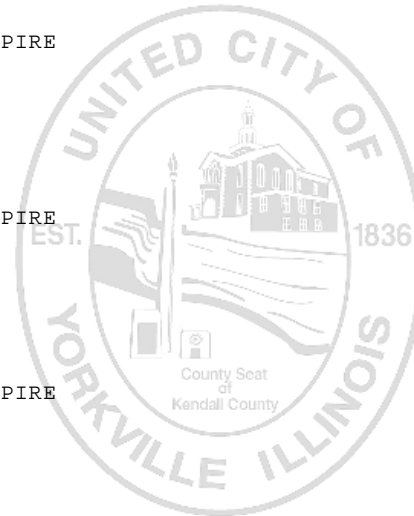


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523794	ABBOTTN	NATHANIEL ABBOTT					
	2016	SUM SLUG	07/21/16	01	UMPIRE	79-795-54-00-5462	50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
523795	BLACKBUM	MIKE BLACKBURN					
	2016	SUM SLUG	07/21/16	01	UMPIRE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
523796	BURCIAGH	HUMBERTO A. BURCIAGA					
	2016	SUM SLUG	07/21/16	01	UMPIRE	79-795-54-00-5462	250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00
523797	LINDHOLJ	JACOB LINDHOLM					
	2016	SUM SLUG	07/21/16	01	UMPIRE	79-795-54-00-5462	50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
523798	MARKSJ	JOSEPH MARKS					
	2016	SUM SLUG	07/21/16	01	UMPIRE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
523799	MCCLEARM	MICHAEL MCCLEARY					



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
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523799	MCCLEARM	MICHAEL MCCLEARY					
	2016 SUM SLUG		07/21/16	01	UMPIRE	79-795-54-00-5462	50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
523800	MILLERJ	JORDAN MILLER					
	2016 SUM SLUG		07/21/16	01	UMPIRE	79-795-54-00-5462	50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
523801	OLEARYC	CYNTHIA O'LEARY					
	2016 SUM SLUG		07/21/16	01	SCHEDULING FEE FOR OFFICIALS	79-795-54-00-5462	160.00
						INVOICE TOTAL:	160.00 *
						CHECK TOTAL:	160.00
523802	RIETZR	ROBERT L. RIETZ JR.					
	2016 SUM SLUG		07/21/16	01	UMPIRE	79-795-54-00-5462	200.00
						INVOICE TOTAL:	200.00 *
						CHECK TOTAL:	200.00
523803	RUNYONM	MARK RUNYON					
	2016 SUM SLUG		07/21/16	01	UMPIRE	79-795-54-00-5462	200.00
						INVOICE TOTAL:	200.00 *
						CHECK TOTAL:	200.00
523804	SCHMIDTV	VANCE SCHMIDT					

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	

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523804	SCHMIDTV	VANCE SCHMIDT					
	2016 SUM SLUG		07/21/16	01	UMPIRE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
523805	WEEKSB	WILLIAM WEEKS					
	2016 SUM SLUG		07/21/16	01	UMPIRE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
					TOTAL AMOUNT PAID:		1,410.00



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
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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	

DATE: 07/26/16  
TIME: 08:36:26  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 07/27/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523809	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	200471110		06/14/16	01	ADDITIONAL COVERAGE	01-640-52-00-5231	372.00
				02	ENDORSEMENT FOR PUBLIC WORKS	** COMMENT **	
				03	EQUIPMENT RENTAL	** COMMENT **	
					INVOICE TOTAL:		372.00 *
					CHECK TOTAL:		372.00
523810	R0001702	YVONNE HOWARD					
	20160087-BUILD		07/07/16	01	763 KENTSHIRE BUILD PROGRAM	23-000-24-00-2445	2,868.40
				02	763 KENTSHIRE BUILD PROGRAM	25-000-24-20-2445	300.00
				03	763 KENTSHIRE BUILD PROGRAM	25-000-24-21-2445	900.00
				04	763 KENTSHIRE BUILD PROGRAM	42-000-24-00-2445	50.00
				05	763 KENTSHIRE BUILD PROGRAM	51-000-24-00-2445	870.00
					INVOICE TOTAL:		4,988.40 *
					CHECK TOTAL:		4,988.40
523811	R0001703	EDWARD & ANGELINA LANG					
	20160007-BUILD		07/01/16	01	751 WINDETT RIDGE BLD PROGRAM	23-000-24-00-2445	2,868.40
				02	751 WINDETT RIDGE BLD PROGRAM	25-000-24-20-2445	300.00
				03	751 WINDETT RIDGE BLD PROGRAM	25-000-24-21-2445	900.00
				04	751 WINDETT RIDGE BLD PROGRAM	42-000-24-00-2445	50.00
				05	751 WINDETT RIDGE BLD PROGRAM	51-000-24-00-2445	870.00
					INVOICE TOTAL:		4,988.40 *
					CHECK TOTAL:		4,988.40
523812	R0001704	JARED & LISA WOODARD					
	20160106-BUILD		07/13/16	01	2658 LILAC WAY BUILD PROGRAM	23-000-24-00-2445	300.00
				02	2658 LILAC WAY BUILD PROGRAM	25-000-24-21-2445	380.00
				03	2658 LILAC WAY BUILD PROGRAM	51-000-24-00-2445	5,320.00

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
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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	

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UNITED CITY OF YORKVILLE  
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CHECK DATE: 07/27/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523812	R0001704	JARED & LISA WOODARD					
	20160106-BUILD		07/13/16	04	2658 LILAC WAY BUILD PROGRAM	52-000-24-00-2445	4,000.00
						INVOICE TOTAL:	10,000.00 *
						CHECK TOTAL:	10,000.00
						TOTAL AMOUNT PAID:	20,348.80

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
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

: 08/01/16  
: 13:19:31  
ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 08/01/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523814	MILES	MILES CHEVROLET					
	080116		08/01/16	01	4 NEW SQUAD CARS	25-205-60-00-6070	88,408.00
					INVOICE TOTAL:		88,408.00 *
					CHECK TOTAL:		88,408.00
523815	R0001706	MARK UNDESSER					
	20160192-BUILD		07/26/16	01	883 N CARLY CR BUILD PROGRAM	25-000-24-21-2445	680.00
				02	883 N CARLY CR BUILD PROGRAM	51-000-24-00-2445	5,320.00
				03	883 N CARLY CR BUILD PROGRAM	52-000-24-00-2445	4,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
523816	SEMPERFI	SEMPER FI YARD SERVICE INC.					
	2016-3522		07/21/16	01	ENGINEER'S FINAL PYMT ESTIMATE	72-720-60-00-6046	21,315.60
				02	#2-GRANDE RESERVE PARK A	** COMMENT **	
					INVOICE TOTAL:		21,315.60 *
					CHECK TOTAL:		21,315.60
					TOTAL AMOUNT PAID:		119,723.60

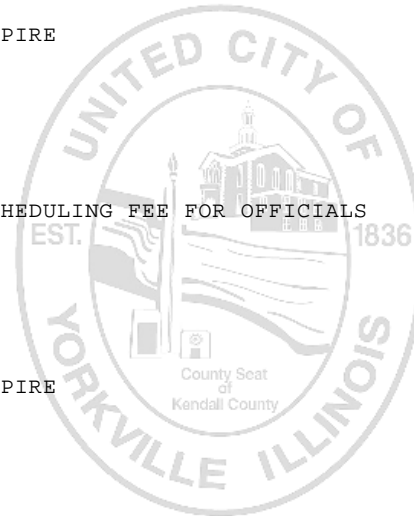
01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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523799	MCCLEARM	MICHAEL MCCLEARY					
	2016 SUM SLUG		07/21/16	01	UMPIRE	79-795-54-00-5462	50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
523800	MILLERJ	JORDAN MILLER					
	2016 SUM SLUG		07/21/16	01	UMPIRE	79-795-54-00-5462	50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
523801	OLEARYC	CYNTHIA O'LEARY					
	2016 SUM SLUG		07/21/16	01	SCHEDULING FEE FOR OFFICIALS	79-795-54-00-5462	160.00
						INVOICE TOTAL:	160.00 *
						CHECK TOTAL:	160.00
523802	RIETZR	ROBERT L. RIETZ JR.					
	2016 SUM SLUG		07/21/16	01	UMPIRE	79-795-54-00-5462	200.00
						INVOICE TOTAL:	200.00 *
						CHECK TOTAL:	200.00
523803	RUNYONM	MARK RUNYON					
	2016 SUM SLUG		07/21/16	01	UMPIRE	79-795-54-00-5462	200.00
						INVOICE TOTAL:	200.00 *
						CHECK TOTAL:	200.00
523804	SCHMIDTV	VANCE SCHMIDT					



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	

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523804	SCHMIDTV	VANCE SCHMIDT					
	2016 SUM SLUG		07/21/16	01	UMPIRE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
523805	WEEKSB	WILLIAM WEEKS					
	2016 SUM SLUG		07/21/16	01	UMPIRE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
					TOTAL AMOUNT PAID:		1,410.00



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	



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523817	AACVB	AURORA AREA CONVENTION					
	063016-ALL		07/26/16	01	JUNE 2016 ALL SEASON HOTEL TAX	01-640-54-00-5481	23.18
					INVOICE TOTAL:		23.18 *
	063016-HAMPTON		07/26/16	01	JUNE 2016 HAMPTON INN HOTEL	01-640-54-00-5481	5,668.36
				02	TAX	** COMMENT **	
					INVOICE TOTAL:		5,668.36 *
	063016-SUNSET		07/26/16	01	JUNE 2016 SUNSET HOTEL TAX	01-640-54-00-5481	49.22
					INVOICE TOTAL:		49.22 *
	063016-SUPER		07/26/16	01	JUNE 2016 SUPER 8 HOTEL TAX	01-640-54-00-5481	1,689.60
					INVOICE TOTAL:		1,689.60 *
					CHECK TOTAL:		7,430.36
523818	ACTION	ACTION GRAPHIX LTD					
	2138-16		07/15/16	01	3 SIGNS	79-795-56-00-5606	78.96
					INVOICE TOTAL:		78.96 *
					CHECK TOTAL:		78.96
523819	AMALGAMA	AMALGAMATED BANK OF CHICAGO					
	1855427001-080117		08/01/16	01	08/2016-07/2017 SERIES 2014A	23-230-54-00-5498	475.00
				02	ANNUAL ADMIN FEE	** COMMENT **	
					INVOICE TOTAL:		475.00 *
	1855428000-080116		08/01/16	01	08/2016-07/2017 SERIES 2014B	42-420-54-00-5498	475.00
				02	ANNUAL ADMIN FEE	** COMMENT **	
					INVOICE TOTAL:		475.00 *
	1855429009-080116		08/01/16	01	08/2016-07/2017 SERIES 2014C	51-510-54-00-5498	475.00
				02	ANNUAL ADMIN FEE	** COMMENT **	
					INVOICE TOTAL:		475.00 *
					CHECK TOTAL:		1,425.00

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
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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	

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523820	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0644215-IN		07/05/16	01	LAMP	23-216-56-00-5656	79.50
					INVOICE TOTAL:		79.50 *
	0645397-IN		07/12/16	01	BALLAST KIT	01-410-56-00-5640	96.60
					INVOICE TOTAL:		96.60 *
	0645412-IN		07/12/16	01	LAMP	23-216-56-00-5656	156.00
					INVOICE TOTAL:		156.00 *
					CHECK TOTAL:		332.10
523821	AQUAFIX	AQUAFIX, INC.					
	18997		07/20/16	01	VITA STIM GREASE	52-520-56-00-5613	523.34
					INVOICE TOTAL:		523.34 *
					CHECK TOTAL:		523.34
523822	ATTGLOB	AT&T GLOBAL SERVICES, INC.					
	IL825674		06/23/16	01	07/07/16-01/06/17 MAINTENANCE	01-110-54-00-5462	1,472.40
				02	BILLING	** COMMENT **	
					INVOICE TOTAL:		1,472.40 *
					CHECK TOTAL:		1,472.40
523823	ATTINTER	AT&T					
	4693442306		07/10/16	01	07/10-08/09 ROUTER	01-110-54-00-5440	496.60
					INVOICE TOTAL:		496.60 *
					CHECK TOTAL:		496.60
523824	BATTERY	BATTERY SERVICE CORPORATION					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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523824	BATTERY'S	BATTERY SERVICE CORPORATION					
	0013684		07/06/16	01	BATTERY	01-410-56-00-5628	46.71
					INVOICE TOTAL:		46.71 *
					CHECK TOTAL:		46.71
523825	BEYERD	DWAYNE F BEYER					
	062116		06/21/16	01	REFEREE	79-795-54-00-5462	72.00
					INVOICE TOTAL:		72.00 *
					CHECK TOTAL:		72.00
523826	BPAMOCO	BP AMOCO OIL COMPANY					
	47976875		06/24/16	01	JULY 2016 GASOLINE	01-210-56-00-5695	236.25
					INVOICE TOTAL:		236.25 *
					CHECK TOTAL:		236.25
523827	BSNSPORT	BSN/PASSON'S/GSC/CONLIN SPORTS					
	98037777		07/08/16	01	4 SHIRTS	79-795-56-00-5606	68.00
					INVOICE TOTAL:		68.00 *
	98037778		07/08/16	01	SHIRT	79-795-56-00-5606	18.00
					INVOICE TOTAL:		18.00 *
					CHECK TOTAL:		86.00
523828	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	37763		07/06/16	01	PAPER TOWEL, TOILET TISSUE	52-520-56-00-5620	117.05
					INVOICE TOTAL:		117.05 *
					CHECK TOTAL:		117.05

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523829	CARGILL	CARGILL, INC					
	290290475		07/06/16	01	BULK ROCK SALT	51-510-56-00-5638	2,871.33
					INVOICE TOTAL:		2,871.33 *
	2902916132		07/18/16	01	BULK ROCK SALT	51-510-56-00-5638	3,106.07
					INVOICE TOTAL:		3,106.07 *
					CHECK TOTAL:		5,977.40
523830	CAROUSEL	CAROUSEL SOUND COMPANY					
	07/21 CRUISE NIGHT		07/21/16	01	07/21/16 CRUISE NIGHT	79-795-56-00-5606	275.00
					INVOICE TOTAL:		275.00 *
	2016 HTS CAR		07/27/16	01	HOMETOWN DAYS CAR SHOW	79-795-56-00-5602	500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		775.00
523831	CENTRALL	CENTRAL LIMESTONE COMPANY, INC					
	7160		07/16/16	01	LIMESTONE	51-510-56-00-5620	69.46
					INVOICE TOTAL:		69.46 *
					CHECK TOTAL:		69.46
523832	CINTASFP	CINTAS CORPORATION NO. 2					
	F9400148594		07/20/16	01	7/1-9/30 MONITORING AT 610	51-510-54-00-5462	211.00
				02	TOWER	** COMMENT **	
					INVOICE TOTAL:		211.00 *
	F9400148595		07/20/16	01	7/1-9/30 MONITORING AT 2344	51-510-54-00-5462	211.00
				02	TREMONT	** COMMENT **	
					INVOICE TOTAL:		211.00 *

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
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523832	CINTASFP	CINTAS CORPORATION NO. 2					
	F9400148596		07/20/16	01	7/1-9/30 MONITORING AT 3299	51-510-54-00-5462	211.00
				02	LEHMAN CROSSING	** COMMENT **	
					INVOICE TOTAL:		211.00 *
					CHECK TOTAL:		633.00
523833	COM2	COM2 COMPUTERS & TECHNOLOGIES					
	35781		06/29/16	01	COMPUTER/ELECTRONIC RECYCLING	01-410-54-00-5462	450.00
				02	ON 06/29/16	** COMMENT **	
					INVOICE TOTAL:		450.00 *
					CHECK TOTAL:		450.00
523834	COMED	COMMONWEALTH EDISON					
	1613010022-0616		07/18/16	01	06/15-07/15 BALLFIELD	79-795-54-00-5480	420.18
					INVOICE TOTAL:		420.18 *
					CHECK TOTAL:		420.18
523835	COMED	COMMONWEALTH EDISON					
	6963019021-0616		07/19/16	01	06/16-07/18 RT47 & ROSENWINKLE	15-155-54-00-5482	21.46
					INVOICE TOTAL:		21.46 *
	7090039005-0616		07/11/16	01	06/09-07/11 CANNONBALL TR LITE	01-410-54-00-5482	0.90
				02	06/09-07/11 CANNONBALL TR LITE	15-155-54-00-5482	18.25
					INVOICE TOTAL:		19.15 *
					CHECK TOTAL:		40.61
523836	COMED	COMMONWEALTH EDISON					
	8344010026-0616		07/21/16	01	05/27-07/21 MISC STREET LIGHTS	15-155-54-00-5482	211.60
					INVOICE TOTAL:		211.60 *
					CHECK TOTAL:		211.60

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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523837	CONSTELL	CONSTELLATION NEW ENERGY					
	0033595026		07/06/16	01	05/31-06/30 A W ALLEY	51-510-54-00-5480	1,245.94
						INVOICE TOTAL:	1,245.94 *
	0033919495		07/21/16	01	06/17-07/17 3299 LEHMAN CROSS	51-510-54-00-5480	6,241.07
						INVOICE TOTAL:	6,241.07 *
						CHECK TOTAL:	7,487.01
523838	COSELMAB	BOB COSELMAN					
	071416		07/14/16	01	REFEREE	79-795-54-00-5462	72.00
						INVOICE TOTAL:	72.00 *
	072116		07/21/16	01	REFEREE	79-795-54-00-5462	72.00
						INVOICE TOTAL:	72.00 *
						CHECK TOTAL:	144.00
523839	DEKANE	DEKANE EQUIPMENT CORP.					
	IA45233		07/14/16	01	IGNITION MOTOR	01-410-56-00-5640	122.32
						INVOICE TOTAL:	122.32 *
						CHECK TOTAL:	122.32
523840	DIERZEN	DIERZEN SALES LTD					
	13165		07/15/16	01	TRUCK REPAIR, INSTALL & MAKE	01-410-54-00-5490	2,060.00
				02	NEW RAMPS FOR PAVER TRAILER	** COMMENT **	
						INVOICE TOTAL:	2,060.00 *
						CHECK TOTAL:	2,060.00
523841	DOOLEYD	DICK DOOLEY					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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523841	DOOLEYD	DICK DOOLEY					
	071316		07/13/16	01	REFEREE	79-795-54-00-5462	75.00
						INVOICE TOTAL:	75.00 *
						CHECK TOTAL:	75.00
523842	DRHORTON	DR HORTON CAMBRIDGE HOMES					
	072116		07/21/16	01	REFUND FINAL BILL OVERPAYMENT	01-000-13-00-1371	144.63
				02	FOR ACCT#0208249920-00	** COMMENT **	
						INVOICE TOTAL:	144.63 *
						CHECK TOTAL:	144.63
523843	DUTEK	THOMAS & JULIE FLETCHER					
	510453		07/14/16	01	HOSE ASSEMBLIES	52-520-56-00-5628	48.00
						INVOICE TOTAL:	48.00 *
						CHECK TOTAL:	48.00
523844	EEI	ENGINEERING ENTERPRISES, INC.					
	58522		07/14/16	01	SHERWIN WILLIAMS YORKVILLE	90-087-87-00-0111	372.00
				02	MARKET SQUARE	** COMMENT **	
						INVOICE TOTAL:	372.00 *
						CHECK TOTAL:	372.00
523845	ENVPROD	ENVIONMENTAL PRODUCTS & ACCESS					
	223333		05/23/16	01	GRIT CATCHER	52-520-56-00-5630	290.44
						INVOICE TOTAL:	290.44 *
	223401		05/27/16	01	MANHOLE ROLLER ASSEMBLY	52-520-56-00-5630	214.20
						INVOICE TOTAL:	214.20 *
						CHECK TOTAL:	504.64

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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523846	ETHBELL	ETHAN BELL BAND					
	2016 HTD-BAL		07/25/16	01	09/03 HTD BAND	79-795-56-00-5602	400.00
					INVOICE TOTAL:		400.00 *
					CHECK TOTAL:		400.00
523847	EYEMED	FIDELITY SECURITY LIFE INS.					
	2918176		07/27/16	01	AUG 2016 VISION INS	01-110-52-00-5224	60.08
				02	AUG 2016 VISION INS	01-120-52-00-5224	54.75
				03	AUG 2016 VISION INS	01-210-52-00-5224	485.66
				04	AUG 2016 VISION INS	01-220-52-00-5224	42.71
				05	AUG 2016 VISION INS	01-410-52-00-5224	88.93
				06	AUG 2016 VISION INS	01-640-52-00-5242	65.16
				07	AUG 2016 VISION INS	79-790-52-00-5224	67.22
				08	AUG 2016 VISION INS	79-795-52-00-5224	66.60
				09	AUG 2016 VISION INS	51-510-52-00-5224	94.25
				10	AUG 2016 VISION INS	52-520-52-00-5224	45.97
				11	AUG 2016 VISION INS	82-820-52-00-5224	54.24
					INVOICE TOTAL:		1,125.57 *
					CHECK TOTAL:		1,125.57
523848	FIRST	FIRST PLACE RENTAL					
	274887-1		07/19/16	01	CONCRETE BLADE	01-410-56-00-5628	349.00
					INVOICE TOTAL:		349.00 *
					CHECK TOTAL:		349.00
523849	FIRSTNON	FIRST NONPROFIT UNEMPLOYMENT					
	122719N-070116		07/01/16	01	3rd QTR 2016 UNEMPLOYMENT INS	01-640-52-00-5230	3,515.92
				02	3rd QTR 2016 UNEMPLOYMENT INS	82-820-52-00-5230	233.11
				03	3rd QTR 2016 UNEMPLOYMENT INS	51-510-52-00-5230	368.90

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	



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523849	FIRSTNON	FIRST NONPROFIT UNEMPLOYMENT					
		122719N-070116	07/01/16	04	3rd QTR 2016 UNEMPLOYMENT INS	52-520-52-00-5230	194.07
					INVOICE TOTAL:		4,312.00 *
					CHECK TOTAL:		4,312.00
523850	FLATSOS	RAQUEL HERRERA					
		2241	07/08/16	01	4 NEW TIRES	79-790-54-00-5495	664.40
					INVOICE TOTAL:		664.40 *
		2256	07/11/16	01	2 NEW TIRES	79-790-54-00-5495	376.26
					INVOICE TOTAL:		376.26 *
					CHECK TOTAL:		1,040.66
523851	FOXVALLE	FOX VALLEY TROPHY & AWARDS					
		33263	07/13/16	01	SPARK PLUG RESIN TROPHIES	79-795-56-00-5606	28.00
					INVOICE TOTAL:		28.00 *
		33264	07/13/16	01	2016 SUMMER SLUGFEST TROPHIES	79-795-56-00-5606	332.80
					INVOICE TOTAL:		332.80 *
					CHECK TOTAL:		360.80
523852	FRSTINSU	FIRST INSURANCE GROUP OF IL					
		531266	07/14/16	01	NOTARY FILING FEE	01-210-56-00-5620	10.00
					INVOICE TOTAL:		10.00 *
		831205	07/14/16	01	NOTARY BOND	01-210-56-00-5620	30.00
					INVOICE TOTAL:		30.00 *
					CHECK TOTAL:		40.00

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	

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523853	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-3525C-119039		07/01/16	01	KIMBALL HILL II UNIT 4 MATTERS	01-640-54-00-5461	720.00
					INVOICE TOTAL:		720.00 *
	H-3548C-119042		07/01/16	01	WALKER HOMES MATTERS	01-640-54-00-5461	3,096.40
					INVOICE TOTAL:		3,096.40 *
	H-3617C-119073		07/11/16	01	ROB ROY RAYMOND MATTERS	01-640-54-00-5461	7,906.67
					INVOICE TOTAL:		7,906.67 *
	H-3995C-119043		07/01/16	01	YMCA MATTERS	01-640-54-00-5461	940.00
					INVOICE TOTAL:		940.00 *
					CHECK TOTAL:		12,663.07
523854	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	131180109-8		08/01/16	01	LIABILITY INS PYMT #8	01-640-52-00-5231	8,592.26
				02	PARK/REC LIABILITY INS PYMT #8	01-640-52-00-5231	1,838.62
				03	LIABILITY INS PYMT #8	51-510-52-00-5231	900.43
				04	LIABILITY INS PYMT #8	52-520-52-00-5231	464.17
				05	LIABILITY INS PYMT #8	82-820-52-00-5231	866.52
					INVOICE TOTAL:		12,662.00 *
					CHECK TOTAL:		12,662.00
523855	GRAINCO	GRAINCO FS., INC.					
	79001881		07/13/16	01	ESPLANADE EZ 2X2	01-410-56-00-5620	158.10
					INVOICE TOTAL:		158.10 *
					CHECK TOTAL:		158.10
523856	GUARDENT	GUARDIAN					
	072516		07/25/16	01	AUG 2016 DENTAL INS	01-110-52-00-5223	482.66

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	

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523856	GUARDENT	GUARDIAN					
	072516		07/25/16	02	AUG 2016 DENTAL INS	01-110-52-00-5223	84.26
				03	AUG 2016 DENTAL INS	01-120-52-00-5223	471.21
				04	AUG 2016 DENTAL INS	01-210-52-00-5223	3,960.85
				05	AUG 2016 DENTAL INS	01-220-52-00-5223	356.23
				06	AUG 2016 DENTAL INS	01-410-52-00-5223	750.84
				07	AUG 2016 DENTAL INS	01-640-52-00-5241	463.39
				08	AUG 2016 DENTAL INS	79-790-52-00-5223	586.05
				09	AUG 2016 DENTAL INS	79-795-52-00-5223	524.71
				10	AUG 2016 DENTAL INS	51-510-52-00-5223	762.28
				11	AUG 2016 DENTAL INS	52-520-52-00-5223	363.89
				12	AUG 2016 DENTAL INS	82-820-52-00-5223	440.48
					INVOICE TOTAL:		9,246.85 *
					CHECK TOTAL:		9,246.85
523857	HAWKINS	HAWKINS INC					
	3918176		07/15/16	01	CHEMICALS	51-510-56-00-5638	1,886.42
					INVOICE TOTAL:		1,886.42 *
	3918793		07/15/16	01	CHLORINE RETURN	51-510-56-00-5638	-73.50
					INVOICE TOTAL:		-73.50 *
					CHECK TOTAL:		1,812.92
523858	HAYENR	RAYMOND HAYEN					
	072016		07/20/16	01	REFEREE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
523859	HIFIEVEN	HI FI EVENTS, INC.					
	2016 HTD-HI INFID.		07/27/16	01	09/04 HTD BAND-HI INFIDELITY	79-795-56-00-5602	4,800.00
					INVOICE TOTAL:		4,800.00 *

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
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523859	HIFIEVEN	HI FI EVENTS, INC.					
	2016	HTD-STAGE	07/25/16	01	HOMETOWN DAYS STAGE	79-795-56-00-5602	8,200.00
					INVOICE TOTAL:		8,200.00 *
					CHECK TOTAL:		13,000.00
523860	HOMEDEPO	HOME DEPOT					
	1011253		06/16/16	01	JUNCTION BOX	23-216-56-00-5656	11.78
					INVOICE TOTAL:		11.78 *
					CHECK TOTAL:		11.78
523861	ILLCO	ILLCO, INC.					
	1302772		07/08/16	01	DIGITAL STAT	23-216-56-00-5656	66.61
					INVOICE TOTAL:		66.61 *
					CHECK TOTAL:		66.61
523862	ILPD4811	ILLINOIS STATE POLICE					
	071816		07/18/16	01	SOLICITOR BACKGROUND CHECKS	01-110-54-00-5462	148.75
				02	BACKGROUND CHECK	79-790-54-00-5462	29.75
				03	BACKGROUND CHECK	01-220-54-00-5462	29.75
					INVOICE TOTAL:		208.25 *
					CHECK TOTAL:		208.25
523863	ILTREASU	STATE OF ILLINOIS TREASURER					
	48		07/19/16	01	RT47 EXPANSION PYMT #48	15-155-60-00-6079	6,148.90
				02	RT47 EXPANSION PYMT #48	51-510-60-00-6079	16,462.00
				03	RT47 EXPANSION PYMT #48	52-520-60-00-6079	4,917.93
				04	RT47 EXPANSION PYMT #48	88-880-60-00-6079	618.36
					INVOICE TOTAL:		28,147.19 *
					CHECK TOTAL:		28,147.19

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
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01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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523864	ILTRUCK	ILLINOIS TRUCK MAINTENANCE, IN					
	027521		06/28/16	01	REPLACE TEMP CONTROL CABLE &	01-410-54-00-5490	1,040.53
				02	KNOB, REPLACE EXPANSION VALVE	** COMMENT **	
					INVOICE TOTAL:		1,040.53 *
	027543		07/21/16	01	REPLACE BLOWER MOTOR	01-410-54-00-5490	257.13
					INVOICE TOTAL:		257.13 *
	027544		07/21/16	01	REPLACE FAN BELT & TENSIONER	01-410-54-00-5490	410.10
					INVOICE TOTAL:		410.10 *
					CHECK TOTAL:		1,707.76
523865	IMAJE	IMAJE RECORDS, INC					
	2016 HTD-MIKE&JOE		07/25/16	01	09/03/16 HTD BAND	79-795-56-00-5602	5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00
523866	IPRF	ILLINOIS PUBLIC RISK FUND					
	31472		07/11/16	01	SEPT 2016 WORKER COMP INS	01-640-52-00-5231	8,833.83
				02	PR SEPT 2016 WORKER COMP INS	01-640-52-00-5231	1,890.31
				03	SEPT 2016 WORKER COMP INS	51-510-52-00-5231	925.75
				04	SEPT 2016 WORKER COMP INS	52-520-52-00-5231	477.22
				05	SEPT 2016 WORKER COMP INS	82-820-52-00-5231	890.89
					INVOICE TOTAL:		13,018.00 *
					CHECK TOTAL:		13,018.00
523867	IRVINGS	STEPHEN IRVING					
	071416		07/14/16	01	REFEREE	79-795-54-00-5462	72.00
					INVOICE TOTAL:		72.00 *
					CHECK TOTAL:		72.00

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
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523868	ITHALJ	JOHN ITHAL					
	071416		07/14/16	01	REFEREE	79-795-54-00-5462	72.00
					INVOICE TOTAL:		72.00 *
	072116		07/21/16	01	REFEREE	79-795-54-00-5462	72.00
					INVOICE TOTAL:		72.00 *
					CHECK TOTAL:		144.00
523869	ITRON	ITRON					
	419118		07/12/16	01	AUG 2016 HOSTING SERVICES	51-510-54-00-5462	533.73
					INVOICE TOTAL:		533.73 *
	419209		07/13/16	01	REPAIRED LIGHTENING STRIKE	51-510-54-00-5495	1,495.00
				02	DAMAGE TO SYSTEM BOARD	** COMMENT **	
					INVOICE TOTAL:		1,495.00 *
					CHECK TOTAL:		2,028.73
523870	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	162062		06/10/16	01	TRUCK INSPECTION	01-410-54-00-5490	45.00
					INVOICE TOTAL:		45.00 *
	162523		07/22/16	01	TRUCK INSPECTION	52-520-54-00-5490	30.00
					INVOICE TOTAL:		30.00 *
					CHECK TOTAL:		75.00
523871	JSHOES	JEFFREY L. JERABEK					
	7557-11		06/24/16	01	BOOTS-COLLINS	01-410-56-00-5600	169.00
					INVOICE TOTAL:		169.00 *
					CHECK TOTAL:		169.00

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
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523872	JULIE	JULIE, INC.					
	063016		06/30/16	01	BALANCE OF 2016 ANNUAL	51-510-54-00-5483	1,410.89
				02	ASSESSMENT	** COMMENT **	
					INVOICE TOTAL:		1,410.89 *
					CHECK TOTAL:		1,410.89
523873	KANTORG	GARY KANTOR					
	00000010		07/18/16	01	JULY 2016 MAGIC CLASS	79-795-54-00-5462	75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
523874	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	JULY-LASALLE		08/01/16	01	LASALLE CO FTA BOND FEE	01-000-24-00-2412	70.00
				02	REIMBURSEMENT	** COMMENT **	
					INVOICE TOTAL:		70.00 *
	JUNE-KANE		07/22/16	01	KANE COUNTY FTA BOND FEE	01-000-24-00-2412	140.00
				02	REIMBURSEMENT	** COMMENT **	
					INVOICE TOTAL:		140.00 *
	JUNE-KENDALL		07/18/16	01	KENDALL CO FTA BOND FEE	01-000-24-00-2412	140.00
				02	REIMBURSEMENT	** COMMENT **	
					INVOICE TOTAL:		140.00 *
					CHECK TOTAL:		350.00
523875	KONICA	KONICA MINOLTA					
	28850625		07/12/16	01	07/01/16-08/01/16 COPIER LEASE	01-110-54-00-5485	175.19
				02	07/01/16-08/01/16 COPIER LEASE	01-120-54-00-5485	140.15
				03	07/01/16-08/01/16 COPIER LEASE	01-220-54-00-5485	260.98

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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523875	KONICA	KONICA MINOLTA					
	28850625		07/12/16	04	07/01/16-08/01/16 COPIER LEASE	01-210-54-00-5485	366.84
				05	07/01/16-08/01/16 COPIER LEASE	01-410-54-00-5485	35.29
				06	07/01/16-08/01/16 COPIER LEASE	51-510-54-00-5485	35.29
				07	07/01/16-08/01/16 COPIER LEASE	52-520-54-00-5485	35.29
				08	07/01/16-08/01/16 COPIER LEASE	79-790-54-00-5485	130.49
				09	07/01/16-08/01/16 COPIER LEASE	79-795-54-00-5485	130.48
					INVOICE TOTAL:		1,310.00 *
					CHECK TOTAL:		1,310.00
523876	KWIATKOJ	JOSEPH KWIATKOWSKI					
	071316		07/13/16	01	REFEREE	79-795-54-00-5462	50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
523877	LANEMUCH	LANER, MUCHIN, DOMBROW, BECKER					
	495484		07/01/16	01	GENERAL PERSONEL MATTERS	01-640-54-00-5463	180.00
					INVOICE TOTAL:		180.00 *
					CHECK TOTAL:		180.00
523878	MEADE	MEADE ELECTRIC COMPANY, INC.					
	673978		07/11/16	01	RESET TRAFFIC SIGNAL AT	01-410-54-00-5435	2,792.22
				02	US34 & CANNONBALL TRAIL	** COMMENT **	
					INVOICE TOTAL:		2,792.22 *
					CHECK TOTAL:		2,792.22
523879	MENLAND	MENARDS - YORKVILLE					
	49623		06/23/16	01	NIPPLE, LOCKNUT	79-790-56-00-5640	2.92
					INVOICE TOTAL:		2.92 *

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
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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	



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523879	MENLAND	MENARDS - YORKVILLE					
	50132		06/28/16	01	CAULK, CAULK GUN, COVER	79-790-56-00-5640	18.86
						INVOICE TOTAL:	18.86 *
	50829		07/05/16	01	VENOM NITRILE	79-790-56-00-5620	14.97
						INVOICE TOTAL:	14.97 *
	50895		07/06/16	01	SCREWDRIVER, CONNECTORS,	23-216-56-00-5656	31.53
				02	BLANK COVERS, SQUARE BOXES	** COMMENT **	
						INVOICE TOTAL:	31.53 *
	50901		07/06/16	01	ALUMINUM SHEET, RIVET, WASHER,	79-790-56-00-5620	52.35
				02	DUCT TAPE, CLEVIS PINS	** COMMENT **	
						INVOICE TOTAL:	52.35 *
	50911		07/06/16	01	ELITE POST MOUNTS, BOARDS	01-410-56-00-5620	27.39
						INVOICE TOTAL:	27.39 *
	50966-16		07/07/16	01	FLEX STEEL COND, FLEX SCREWS	23-216-56-00-5656	31.40
						INVOICE TOTAL:	31.40 *
	51059		07/08/16	01	J-HOOK TDOWN	79-790-56-00-5620	31.96
						INVOICE TOTAL:	31.96 *
	51100		07/08/16	01	ANCHORS	51-510-56-00-5620	1.38
						INVOICE TOTAL:	1.38 *
	51417		07/12/16	01	EPOXY, CAULK GUN	79-790-56-00-5620	29.35
						INVOICE TOTAL:	29.35 *
	51439		07/12/16	01	TRION AIRBEAR	79-790-56-00-5620	68.38
						INVOICE TOTAL:	68.38 *
	51440-16		07/12/16	01	FLEX STEEL COND, STAPLES, FLEX	23-216-56-00-5656	31.94
				02	SCREWS	** COMMENT **	
						INVOICE TOTAL:	31.94 *

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	

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523879	MENLAND	MENARDS - YORKVILLE					
	51523		07/13/16	01	WEED AND GRASS KILLER	79-790-56-00-5620	37.90
					INVOICE TOTAL:		37.90 *
	51527		07/13/16	01	MORTAR MIX	01-410-56-00-5620	20.94
					INVOICE TOTAL:		20.94 *
	51715		07/15/16	01	HEX BOLT	79-790-56-00-5640	1.79
					INVOICE TOTAL:		1.79 *
					CHECK TOTAL:		403.06
523880	MENLAND	MENARDS - YORKVILLE					
	51811		07/16/16	01	SAFE WITH ELECTRICAL LOCK	79-795-56-00-5607	59.48
					INVOICE TOTAL:		59.48 *
					CHECK TOTAL:		59.48
523881	MENLAND	MENARDS - YORKVILLE					
	51976		07/27/16	01	GORILLA GLUE	01-210-56-00-5620	3.77
					INVOICE TOTAL:		3.77 *
	51990		07/18/16	01	STRIPING PAINT, BATTERIES	51-510-56-00-5665	29.01
					INVOICE TOTAL:		29.01 *
	52057		07/19/16	01	DUCK TAPE, CONDUIT, CONDUIT	01-410-56-00-5640	17.47
				02	CEMENT & PRIMER	** COMMENT **	
					INVOICE TOTAL:		17.47 *
	52060		07/19/16	01	CONDUIT	01-410-56-00-5640	4.53
					INVOICE TOTAL:		4.53 *
	52075-16		07/19/16	01	BUG SPRAY	51-510-56-00-5620	13.88
					INVOICE TOTAL:		13.88 *

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
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523881	MENLAND	MENARDS - YORKVILLE						
	52138		07/20/16	01	BATTERIES	51-510-56-00-5665	23.94	
					INVOICE TOTAL:		23.94	*
	52145		07/20/16	01	CABLE SPLICE KIT	01-410-56-00-5640	8.19	
					INVOICE TOTAL:		8.19	*
	52159		07/20/16	01	CABLE SPLICE KIT	01-410-56-00-5640	16.38	
					INVOICE TOTAL:		16.38	*
	52253		07/21/16	01	QUICK LINK, HOOK/LATCH	01-410-56-00-5620	33.52	
					INVOICE TOTAL:		33.52	*
	52270-16		07/21/16	01	PVC COUPLER, PVC CONDUIT, LOCK	01-410-56-00-5640	21.14	
					INVOICE TOTAL:		21.14	*
	52320		07/22/16	01	BUG KILLER	01-410-56-00-5620	23.60	
					INVOICE TOTAL:		23.60	*
	52321		07/22/16	01	SPRAYER	52-520-56-00-5630	49.99	
				02	PURELL	52-520-56-00-5620	5.69	
					INVOICE TOTAL:		55.68	*
					CHECK TOTAL:			251.11
523882	MONTRK	MONROE TRUCK EQUIPMENT						
	313358		07/22/16	01	AIR VALVE	01-410-56-00-5640	66.07	
					INVOICE TOTAL:		66.07	*
					CHECK TOTAL:			66.07
523883	MORASPH	MORRIS ASPHALT DIVISION						
	10610		06/30/16	01	COLD PATCH	15-155-56-00-5633	1,387.10	
					INVOICE TOTAL:		1,387.10	*

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523883	MORASPH	MORRIS ASPHALT DIVISION					
	10637		07/14/16	01	SURFACE	15-155-56-00-5634	355.95
						INVOICE TOTAL:	355.95 *
						CHECK TOTAL:	1,743.05
523884	MORRISON	MORRISON ASSOCIATES, LTD					
	2016:0004		07/14/16	01	360 ASSESSMENT & LEADERSHIP	01-110-54-00-5462	687.50
				02	DEVELOPMENT FOR CITY ADMIN	** COMMENT **	
						INVOICE TOTAL:	687.50 *
						CHECK TOTAL:	687.50
523885	NICOR	NICOR GAS					
	07-72-09-0117	9-0616	07/13/16	01	06/13-07/13 1301 CAROLYN	01-110-54-00-5480	24.00
						INVOICE TOTAL:	24.00 *
	15-63-74-5733	2-0616	07/11/16	01	05/31-07/08 1955 S BRIDGE	01-110-54-00-5480	38.77
						INVOICE TOTAL:	38.77 *
	31-61-67-2493	1-0616	07/12/16	01	06/06-07/12 276 WINDHAM CR	01-110-54-00-5480	30.34
						INVOICE TOTAL:	30.34 *
	45-12-25-4081	3-0616	07/13/16	01	06/02-07/12 201 W-HYDRAULIC	01-110-54-00-5480	46.71
						INVOICE TOTAL:	46.71 *
	49-25-61-1000	5-0616	07/13/16	01	06/02-07/12 1 VAN EMMON	01-110-54-00-5480	57.65
						INVOICE TOTAL:	57.65 *
	66-70-44-6942	9-0616	07/08/16	01	06/08-07/08 1908 RAINTREE RD	01-110-54-00-5480	83.15
						INVOICE TOTAL:	83.15 *
						CHECK TOTAL:	280.62

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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
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523886	OHERRONO	RAY O'HERRON COMPANY					
	1621623-IN		04/12/16	01	VEST	01-210-56-00-5690	661.74
						INVOICE TOTAL:	661.74 *
						CHECK TOTAL:	661.74
523887	OLEARYM	MARTIN J. O'LEARY					
	071316		07/13/16	01	REFEREE	79-795-54-00-5462	75.00
						INVOICE TOTAL:	75.00 *
	072016		07/20/16	01	REFEREE	79-795-54-00-5462	100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	175.00
523888	OSWPRINT	JAMES A AGEMA					
	73409		07/20/16	01	2,000 BUILDING INSPECTION	01-220-56-00-5620	176.70
				02	FORMS	** COMMENT **	
						INVOICE TOTAL:	176.70 *
						CHECK TOTAL:	176.70
523889	PARADISE	PARADISE CAR WASH					
	062016-PR		06/20/16	01	CAR WASH	79-795-54-00-5495	8.00
						INVOICE TOTAL:	8.00 *
						CHECK TOTAL:	8.00
523890	PAWLOWSM	MARK PAWLOWSKI					
	071416		07/14/16	01	REFEREE	79-795-54-00-5462	72.00
						INVOICE TOTAL:	72.00 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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523890	PAWLOWSM	MARK PAWLOWSKI					
	072116		07/21/16	01	REFEREE	79-795-54-00-5462	72.00
						INVOICE TOTAL:	72.00 *
						CHECK TOTAL:	144.00
523891	PEPSI	PEPSI-COLA GENERAL BOTTLE					
	97567544		07/15/16	01	BRIDGE PARK CONCESSION DRINKS	79-795-56-00-5607	177.90
						INVOICE TOTAL:	177.90 *
						CHECK TOTAL:	177.90
523892	PEURAM	MIKE PEURA					
	071416		07/14/16	01	REFEREE	79-795-54-00-5462	72.00
						INVOICE TOTAL:	72.00 *
						CHECK TOTAL:	72.00
523893	R0000594	BRIAN BETZWISER					
	080116-93		08/01/16	01	185 WOLF ST PYMT #93	25-215-92-00-8000	3,420.59
				02	185 WOLF ST PYMT #93	25-215-92-00-8050	2,480.71
				03	185 WOLF ST PYMT #93	25-225-92-00-8000	107.17
				04	185 WOLF ST PYMT #93	25-225-92-00-8050	77.72
						INVOICE TOTAL:	6,086.19 *
						CHECK TOTAL:	6,086.19
523894	R0001700	TOM LORENZIN					
	071816		07/18/16	01	REFUND FINAL BILL OVERPAYMENT	01-000-13-00-1371	189.09
				02	ON ACCT#0109013880-00	** COMMENT **	
						INVOICE TOTAL:	189.09 *
						CHECK TOTAL:	189.09

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01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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523895	R0001705	WEICHERT REALTORS					
	072616		07/26/16	01	REFUND FINAL BILL OVERPAYMENT	01-000-13-00-1371	107.84
				02	ON ACCT#0300705550-02	** COMMENT **	
					INVOICE TOTAL:		107.84 *
					CHECK TOTAL:		107.84
523896	REDWOOD	MATTHEW D. MILLER					
	2016 HTD		07/25/16	01	09/03/16 HTD PERFORMANCE	79-795-56-00-5606	1,500.00
					INVOICE TOTAL:		1,500.00 *
					CHECK TOTAL:		1,500.00
523897	RIETZR	ROBERT L. RIETZ JR.					
	071416		07/14/16	01	REFEREE	79-795-54-00-5462	72.00
					INVOICE TOTAL:		72.00 *
	072116		07/21/16	01	REFEREE	79-795-54-00-5462	72.00
					INVOICE TOTAL:		72.00 *
					CHECK TOTAL:		144.00
523898	RIVRVIEW	RIVERVIEW FORD					
	FOCS373523		07/19/16	01	REPLACED BALL JOINT,	51-510-54-00-5490	366.68
				02	DIFFERENTIAL FLUID AND REAR	** COMMENT **	
				03	AXLE SEAL & FLUID	** COMMENT **	
					INVOICE TOTAL:		366.68 *
					CHECK TOTAL:		366.68
523899	ROGGENBT	TOBIN L. ROGGENBUCK					
	071316		07/13/16	01	REFEREE	79-795-54-00-5462	25.00
					INVOICE TOTAL:		25.00 *

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
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523899	ROGGENBT	TOBIN L. ROGGENBUCK					
	071916		07/19/16	01	REFEREE	79-795-54-00-5462	50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	75.00
523900	SEBIS	SEBIS DIRECT					
	21560		07/14/16	01	JUNE 2016 UTILITY BILLING	01-120-54-00-5430	287.65
				02	JUNE 2016 UTILITY BILLING	01-120-54-00-5462	63.24
				03	JUNE 2016 UTILITY BILLING	51-510-54-00-5430	385.39
				04	JUNE 2016 UTILITY BILLING	51-510-54-00-5462	84.73
				05	JUNE 2016 UTILITY BILLING	52-520-54-00-5430	179.78
				06	JUNE 2016 UTILITY BILLING	79-795-54-00-5426	235.00
				07	JUNE 2016 UTILITY BILLING	52-520-54-00-5462	39.53
						INVOICE TOTAL:	1,275.32 *
						CHECK TOTAL:	1,275.32
523901	SECOND	SECOND CHANCE CARDIAC SOLUTION					
	16-007-171		07/26/16	01	BABYSITTER LESSONS TRAINING	79-795-54-00-5462	280.00
				02	COURSE INSTRUCTION	** COMMENT **	
						INVOICE TOTAL:	280.00 *
						CHECK TOTAL:	280.00
523902	SHAWTENT	SHAW TENT & AWNING					
	2016 HTD		07/25/16	01	HOMETOWN DAYS TENTS	79-795-56-00-5606	1,450.00
						INVOICE TOTAL:	1,450.00 *
						CHECK TOTAL:	1,450.00
523903	SHELL	SHELL OIL CO.					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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523903	SHELL	SHELL OIL CO.					
		0000000065356230607	07/13/16	01	JUNE 2016 GASOLINE	01-210-56-00-5695	36.99
						INVOICE TOTAL:	36.99 *
						CHECK TOTAL:	36.99
523904	UNIONHIL	UNION HILL SALES & SERVICE INC					
	IV22640		07/20/16	01	BLADES, BOLTS	01-410-56-00-5640	379.52
						INVOICE TOTAL:	379.52 *
						CHECK TOTAL:	379.52
523905	UNITALEN	JOSEPH J. DEMARCO					
	2016 HTD-7TH HEAVEN		07/25/16	01	09/04 HTD BAND	79-795-56-00-5602	3,600.00
						INVOICE TOTAL:	3,600.00 *
						CHECK TOTAL:	3,600.00
523906	UPSSTORE	MICHAEL J. KENIG					
	072116		07/21/16	01	1 PKG TO KFO	01-110-54-00-5452	35.04
						INVOICE TOTAL:	35.04 *
						CHECK TOTAL:	35.04
523907	VITOSH	CHRISTINE M. VITOSH					
	CMV 1797-1802		07/25/16	01	JUNE 6,13,20,27 & JULY 6,11,25	01-210-54-00-5467	700.00
				02	ADMIN HEARINGS	** COMMENT **	
						INVOICE TOTAL:	700.00 *
	CMV 1803		07/25/16	01	06/25/16 ADMIN HEARING	01-210-54-00-5467	57.30
						INVOICE TOTAL:	57.30 *

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	

DATE: 08/03/16  
TIME: 15:37:27  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 08/09/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523907	VITOSH	CHRISTINE M. VITOSH					
	CMV 1804		07/25/16	01	ADMIN ROCKSTAR HEARING	01-210-54-00-5467	103.14
					INVOICE TOTAL:		103.14 *
					CHECK TOTAL:		860.44
523908	WAREHOUS	WAREHOUSE DIRECT					
	3132188-0		07/20/16	01	WRIST REST, PAPER CLIPS	01-210-56-00-5610	18.70
					INVOICE TOTAL:		18.70 *
					CHECK TOTAL:		18.70
523909	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	39306		07/14/16	01	BLENDED PHOSPHATE	51-510-56-00-5638	2,279.40
					INVOICE TOTAL:		2,279.40 *
					CHECK TOTAL:		2,279.40
523910	WEEKSB	WILLIAM WEEKS					
	071316		07/13/16	01	REFEREE	79-795-54-00-5462	50.00
					INVOICE TOTAL:		50.00 *
	071916		07/19/16	01	REFEREE	79-795-54-00-5462	50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		100.00
523911	WERDERW	WALLY WERDERICH					
	072516		07/25/16	01	06/13/16 ADMIN HEARING	01-210-54-00-5467	150.00
					INVOICE TOTAL:		150.00 *
	072616		07/26/16	01	JULY 6,11,25 ADMIN HEARINGS	01-210-54-00-5467	450.00
					INVOICE TOTAL:		450.00 *
					CHECK TOTAL:		600.00

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
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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	

DATE: 08/03/16  
TIME: 15:37:27  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 08/09/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523912	WILCOXM	MILTON EDWARD WILCOX						
	2016 HTS		07/25/16	01	2016 HTD ULTIMATE AIR DOGS	79-795-56-00-5602	2,750.00	
					INVOICE TOTAL:		2,750.00 *	
					CHECK TOTAL:			2,750.00
523913	WINDCREK	WINDING CREEK NURSERY, INC						
	193094		06/17/16	01	12 TREES	01-000-24-00-2426	370.75	
					INVOICE TOTAL:		370.75 *	
	193178		06/17/16	01	MAPLE TREE	01-000-24-00-2426	27.00	
					INVOICE TOTAL:		27.00 *	
					CHECK TOTAL:			397.75
523914	WOODHOUR	RICHARD WOODHOUSE						
	071316		07/13/16	01	REFEREE	79-795-54-00-5462	25.00	
					INVOICE TOTAL:		25.00 *	
					CHECK TOTAL:			25.00
523915	YORKACE	YORKVILLE ACE & RADIO SHACK						
	160425		07/14/16	01	SPARK PLUS, CHAIN LOOP	01-410-56-00-5640	36.98	
					INVOICE TOTAL:		36.98 *	
	160457		07/18/16	01	CHAIN LOOP	01-410-56-00-5640	14.99	
					INVOICE TOTAL:		14.99 *	
					CHECK TOTAL:			51.97
523916	YORKBIGB	YORKVILLE BIG BAND						
	2016 HTD		07/27/16	01	09/04/16 HTD PERFORMANCE	79-795-56-00-5602	1,200.00	
					INVOICE TOTAL:		1,200.00 *	
					CHECK TOTAL:			1,200.00

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
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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	

DATE: 08/03/16  
TIME: 15:37:27  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 08/09/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523917	YORKMOW	YORKVILLE MOWING & LANDSCAPING					
	424		07/06/16	01	WEED EATING & DEBRIS REMOVAL	11-111-54-00-5495	392.05
				02	WEED EATING & DEBRIS REMOVAL	12-112-54-00-5495	407.50
					INVOICE TOTAL:		799.55 *
					CHECK TOTAL:		799.55
523918	YORKPR	YORKVILLE PARK & RECREATION					
	2016 HTD		07/25/16	01	HOMETOWN DAYS START UP CASH	79-795-56-00-5602	8,000.00
					INVOICE TOTAL:		8,000.00 *
					CHECK TOTAL:		8,000.00
523919	YORKSELF	YORKVILLE SELF STORAGE, INC					
	072316-45		07/23/16	01	JUNE 2016 STORAGE	01-210-54-00-5485	160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
523920	YOUNGM	MARLYS J. YOUNG					
	061616		07/17/16	01	JUNE 16 PLAN STEERING COMMITTEE	01-110-54-00-5462	65.75
				02	MEETING MINUTES	** COMMENT **	
					INVOICE TOTAL:		65.75 *
					CHECK TOTAL:		65.75
523921	00000000	TOTAL DEPOSIT					
	080916		08/09/16	01	TOTAL DIRECT DEPOSITS ^		10,145.00
					INVOICE TOTAL:		10,145.00 *
					CHECK TOTAL:		10,145.00
					TOTAL AMOUNT PAID:		193,824.48

^See Following Page for Direct Deposit Details

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	

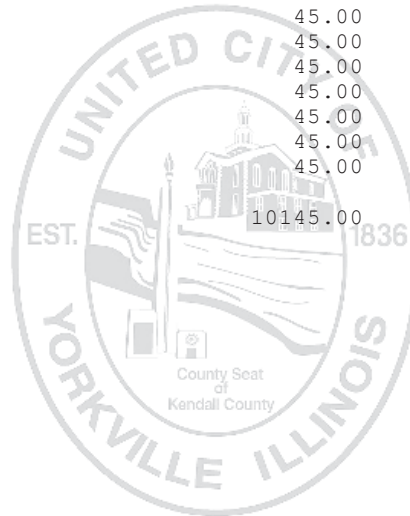
DATE: 08/03/16  
TIME: 15:38:02  
ID: AP6C000P.CBL

UNITED CITY OF YORKVILLE  
DIRECT DEPOSIT AUDIT REPORT  
DEPOSIT NACHA FILE

VENDOR NAME	NUMBER	DEPOSIT AMOUNT	DESCRIPTION
DAVID BEHRENS	BEHRD	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
DAVID BROWN	BROWND	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
DLK, LLC	DLK	9425.00	JULY 2016 MONTHLY HOURS
TIM EVANS	EVANST	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
ROB FREDRICKSON	FREDRICR	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
GARY GOLINSKI	GOLINSKI	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
RHIANNON HARMON	HARMANR	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
ADAM HERNANDEZ	HERNANDA	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
RYAN HORNER	HORNERR	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
ANTHONY HOULE	HOULEA	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
TYLER NELSON	NELCONT	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
STEVE REDMON	REDMONST	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
SHAY REMUS	ROSBOROS	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
BILL SCOTT	SCOTTB	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
JOHN SLEEZER	SLEEZERJ	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
SLEEZER, SCOTT	SLEEZERS	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT
TOM SOELKE	SOELKET	45.00	JULY 2016 MOBILE EMAIL REIMBURSEMENT

TOTAL AMOUNT OF DIRECT DEPOSITS

Total # of Vendors : 17



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	

DATE: 07/21/16  
TIME: 09:39:34  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

PAGE: 1

CHECK DATE: 07/21/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523806	R0001669	JENNIFER & WILLIAM CAVALIER					
	20160107-BUILD		07/13/16	01	2647 EMERALD LN BUILD PROGRAM	23-000-24-00-2445	300.00
				02	2647 EMERALD LN BUILD PROGRAM	25-000-24-21-2445	380.00
				03	2647 EMERALD LN BUILD PROGRAM	51-000-24-00-2445	5,320.00
				04	2647 EMERALD LN BUILD PROGRAM	52-000-24-00-2445	4,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
					TOTAL AMOUNT PAID:		10,000.00



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
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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	

DATE: 07/22/16  
TIME: 12:05:08  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

PAGE: 1

CHECK DATE: 07/22/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523807	R0001701	DEBRA & CHARLES STEINBACH					
	20160043-BUILD		07/22/16	01	1977 MEADOWLARK BUILD PROGRAM	51-000-24-00-2445	6,000.00
				02	1977 MEADOWLARK BUILD PROGRAM	52-000-24-00-2445	4,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
					TOTAL AMOUNT PAID:		10,000.00



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
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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	

DATE: 07/25/16  
TIME: 08:04:33  
ID: AP225000.CBL

UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

PAGE: 1

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131089	KCR	KENDALL COUNTY RECORDER'S			07/22/16		
	191269	07/22/16	01	AUTUMN CREEK ORDINANCE		90-094-94-00-0011	65.00
			02	147 COMMERCIAL DR ORDINANCE		90-082-82-00-0011	51.00
			03	210 BEAVER ST ORDINANCE		90-096-96-00-0011	50.00
						INVOICE TOTAL:	166.00 *
						CHECK TOTAL:	166.00
						TOTAL AMOUNT PAID:	166.00



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
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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	



DATE: 07/25/16  
TIME: 15:06:01  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 07/25/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523808	RUNYONM	MARK RUNYON					
	2016 SUM SLUG-2		07/25/16	01	UMPIRE	79-795-54-00-5462	50.00
						INVOICE TOTAL:	50.00 *
						CHECK TOTAL:	50.00
						TOTAL AMOUNT PAID:	50.00

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
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 07/27/16  
TIME: 13:36:01  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

PAGE: 1

CHECK DATE: 07/28/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523813	SERVICE	SERVICE PRINTING CORPORATION					
	072716		07/27/16	01	FALL CATALOG POSTAGE	79-795-54-00-5426	3,098.48
					INVOICE TOTAL:		3,098.48 *
					CHECK TOTAL:		3,098.48
					TOTAL AMOUNT PAID:		3,098.48



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
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	



## UNITED CITY OF YORKVILLE PAYROLL SUMMARY July 29, 2016

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 12,691.82	\$ -	12,691.82	\$ 1,315.13	\$ 914.74	\$ 14,921.69
FINANCE	8,628.44	-	8,628.44	917.20	652.94	\$ 10,198.58
POLICE	99,549.04	1,413.96	100,963.00	553.72	7,580.90	\$ 109,097.62
COMMUNITY DEV.	13,875.06	-	13,875.06	1,238.80	1,037.23	\$ 16,151.09
STREETS	14,136.28	-	14,136.28	1,371.40	1,075.72	\$ 16,583.40
WATER	14,492.60	139.16	14,631.76	1,504.33	1,101.50	\$ 17,237.59
SEWER	8,020.20	-	8,020.20	852.55	613.55	\$ 9,486.30
PARKS	17,392.84	351.39	17,744.23	1,516.79	1,357.44	\$ 20,618.46
RECREATION	12,993.44	-	12,993.44	1,133.63	990.91	\$ 15,117.98
LIBRARY	16,351.30	-	16,351.30	855.55	1,250.88	\$ 18,457.73
<b>TOTALS</b>	<b>\$ 218,131.02</b>	<b>\$ 1,904.51</b>	<b>\$ 220,035.53</b>	<b>\$ 11,259.10</b>	<b>\$ 16,575.81</b>	<b>\$ 247,870.44</b>
<b>TOTAL PAYROLL</b>						<b>\$ 247,870.44</b>



## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, August 09, 2016

#### ACCOUNTS PAYABLE

#### DATE

Manual Check Register ( <i>Page 1</i> )	07/19/2016	29,388.41
Manual Check Register ( <i>Page 2 - 5</i> )	07/21/2016	1,410.00
Manual Check Register ( <i>Pages 6 - 7</i> )	07/27/2016	20,348.80
Manual Check Register ( <i>Page 8</i> )	08/01/2016	119,723.60
City Check Register ( <i>Pages 9 - 39</i> )	08/09/2016	193,824.48

<b>SUB-TOTAL:</b>	<b>\$364,695.29</b>
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#### OTHER PAYABLES

Manual Check #523806 - Calalier BUILD Check ( <i>Page 40</i> )	07/21/2016	10,000.00
Manual Check #523807- Steinbach BUILD Check ( <i>Page 41</i> )	07/22/2016	10,000.00
Clerk's Check #131089- Kendall County Recorder ( <i>Page 42</i> )	07/22/2016	166.00
Manual Check #523808 - Runyon Referee Check ( <i>Page 43</i> )	07/25/2016	50.00
Manual Check #523813 - Service Printing Corporation ( <i>Page 44</i> )	07/28/2016	3,098.48

<b>SUB-TOTAL:</b>	<b>\$23,314.48</b>
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#### PAYROLL

Bi - Weekly ( <i>Page 45</i> )	07/29/2016	247,870.44
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<b>SUB-TOTAL:</b>	<b>\$247,870.44</b>
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<b>TOTAL DISBURSEMENTS:</b>	<b>\$635,880.21</b>
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Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor #1

Tracking Number

CC 2016-42

### Agenda Item Summary Memo

**Title:** Appointments to Planning and Zoning Commission

**Meeting and Date:** City Council – August 9, 2016

**Synopsis:** Appointments of all seven Planning and Zoning Commission members.

### Council Action Previously Taken:

Date of Action: N/ A Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

- 1) Randy Harker – Chairman, former chairman of Plan Commission
- 2) Deb Horaz – former Plan Commission member
- 3) Rich Vinyard – former Plan Commission member
- 4) Reagan Flavin Goins – former ZBA Chairman
- 5) Jeff Olson – former ZBA member
- 6) Don Marcum – former ZBA member
- 7) Bill Gockman – member of Comp Plan Steering Committee

*Have a question or comment about this agenda item?*

*Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](http://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at [http://www.yorkville.il.us/gov\\_officials.php](http://www.yorkville.il.us/gov_officials.php)*



## United City of Yorkville

800 Game Farm Road  
Yorkville, Illinois 60560  
Telephone: 630-553-4350  
www.yorkville.il.us

### United City of Yorkville Board & Commission Application

To be considered for a board or commission, please complete this application and return to the attention of Lisa Pickering, Deputy Clerk at the address listed above or by email to lpickering@yorkville.il.us

Name William R. Gockman II

Address 2425 Alan Dale Lane

Phone: Home [REDACTED] Wo [REDACTED] Cell [REDACTED]

Email [REDACTED] Subdivision Whispering Meadows

Please indicate the Board/Commission(s) that you would like to participate on:

- |   |   |
|---|---|
| <input type="checkbox"/> Fire and Police Commission | <input checked="" type="checkbox"/> Plan Commission |
| <input type="checkbox"/> Library Board              | <input type="checkbox"/> Police Pension Fund Board  |
| <input type="checkbox"/> Park Board                 | <input type="checkbox"/> Zoning Board of Appeals    |

The following questions help in selection of board/commission members.

1. Indicate your experience (personal and/or work) that will help you in serving the residents of the United City of Yorkville.

I am a resident currently serving on the Comp Plan Steering Committee for Yorkville.

2. Why do you want to serve on a Board/Commission for the United City of Yorkville?

I would like to continue to serve the residents of Yorkville by being a member on the Planning Commission. I feel this position would be a extension of the Comp Plan Steering Committee and would allow me to see that planning come to fruition.

***Thank you for your interest in being a part of the development of the United City of Yorkville!***

It is the policy of the United City of Yorkville to promote nondiscriminatory practices in its hiring, and its contractual undertakings. It is the policy of the City to conform with all aspects of Federal Civil Rights legislation including the Equal Employment Opportunity Act and all State Civil Rights Legislation.

\*\*\*\*\*

*I understand that as part of the process of being considered, it is the City's policy to perform a cursory background investigation on anyone being considered for appointment to one of the boards or commissions.*

William R. Gockman II Digitally signed by William R. Gockman II  
Date: 2016.02.11 21:17:39 -06'00'

Signature of Applicant

2/11/16

Date

For office use only: Date Received \_\_\_\_\_ Initials \_\_\_\_\_



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>

Agenda Item Number

Mayor #2

Tracking Number

CC 2016-46

### Agenda Item Summary Memo

**Title:** Kennedy Road – Shared Use Path (ITEP)

**Meeting and Date:** City Council – August 9, 2016

**Synopsis:** Consideration of ComEd Lease Agreement

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

#### Type of Vote Required:

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson  
Name Department

#### Agenda Item Notes:



# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Lisa Pickering, Deputy City Clerk

Date: July 27, 2016  
Subject: Kennedy Road - Shared Use Path (ITEP)

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Attached please find a copy of the proposed lease agreement with Comed for use of their property for the planned Kennedy Road Shared-Use Path.

The City Attorney and our land acquisition specialist have reviewed the proposed lease agreement and find the language to be acceptable. The City Attorney has drafted an appropriate resolution, which is also attached.

We recommend accepting the proposed lease agreement.

Upon approval of the agreement and execution from Comed, this would complete the land acquisition requirements for this project.

We are under a tight time constraint in order to make the November 4<sup>th</sup> letting. Our deadline to have our IDOT certifications complete is September 16<sup>th</sup>. In order to allow enough time for Comed to execute and for IDOT to certify, we are requesting to take this directly to the City Council meeting on August 9<sup>th</sup>.



RECREATIONAL LEASE  
\_\_\_\_\_, 2016  
by and between  
COMMONWEALTH EDISON COMPANY ("**Landlord**")  
and  
the UNITED CITY OF YORKVILLE ("**Tenant**").

For and including the following described real estate

**R/W Name: PLANO-MONTGOMERY  
PARCELS: T191-20  
NW1/4 SECTION 14, TOWNSHIP 37, RANGE 7E  
OF THE THIRD PRINCIPAL MERIDIAN  
KENDALL COUNTY-BRISTOL TWP, ILLINOIS  
COMED REGION: NORTH  
PIN: 02-14-100-003**

**RECREATIONAL LEASE**

THIS RECREATIONAL LEASE (the "**Lease**") is made as of \_\_\_\_\_ 1, 2016 by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation ("**Landlord**") and the UNITED CITY OF YORKVILLE ("**Tenant**") a municipal corporation (hereinafter referred to as "**Tenant**") whose address is 800 Game Farm Road, Yorkville, Illinois 60560.

WHEREAS, Landlord is the owner of various parcels of land on or adjacent to the former rights-of-way of the Plano-Montgomery and more fully described on Exhibit A ("**Landlord's Property**").

NOW THEREFORE, Landlord, for and in consideration of the payment of Rent (as hereinafter defined) by Tenant, and of the covenants, conditions and agreements of Tenant hereinafter set forth, does hereby lease and demise to the Tenant (without warranty of title), and Tenant does hereby lease from Landlord, a portion of Landlord's property located in Kendall County, Illinois as shown on Exhibit A attached hereto and made a part hereof (the "**Leased Premises**"), for the purposes specified in Section 2 below.

**1. TERM.**

A. The term of this Lease (the "**Term**") shall begin on September 1, 2016 (the "**Commencement Date**") and shall terminate on August 31, 2036 unless sooner terminated as provided herein.

B. Subject to the terms and provisions of this Lease, Landlord hereby grants to Tenant one (1) option to renew this Lease on the same terms and conditions (each, a "**Renewal Option**") for a renewal term of ten (10) years (each, a "**Renewal Term**"). If Tenant desires to exercise a Renewal Option, it shall notify Landlord in writing no earlier than one (1) year and not later than one hundred eighty (180) days prior to the then current expiration date of the Term (before the operation of the Renewal Option being exercised); and, once exercised, shall operate to extend the Term to end concurrently with the Renewal Term set by the Renewal Option so exercised.

C. Subject to Subsection 1.D. below, such notice shall only be effective if delivered at a time when Tenant is not in default hereunder and when to the knowledge of Tenant, no default, breach, unsatisfied condition or other event has occurred or circumstances exist that constitute or which, with the

giving of notice or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute such a default.

D. In addition to any other inspections of the Leased Premises that Landlord may conduct during the Term of this Lease, during the period between the exercise of a Renewal Option and the start of the associated Renewal Term, Landlord shall review the Leased Premises and determine whether Tenant is in compliance with the terms and conditions of the Lease. Landlord shall notify Tenant in writing if any deficiencies in the performance of Tenant's obligations under the Lease are discovered during such review and any actions needed to correct them. Unless otherwise agreed in writing by Landlord, Tenant shall correct any item on such notice prior to the start of the Renewal Term in question.

E. Prior to the beginning of any Renewal Term, the parties shall execute an amendment to this Lease to memorialize such Renewal Term. If Tenant does not exercise a Renewal Option, such Renewal Option and all subsequent remaining Renewal Options (if any) shall thereupon expire.

2. **PURPOSE.** The Leased Premises shall be used by Tenant solely for the purposes of a ten(10) foot recreational trail for pedestrians and bicyclists, together with the maintenance of an open grass way area ("**Additional Area to be Maintained**") in compliance with all Legal Requirements (as defined in the next sentence) and the terms and provisions of this Lease, and for no other purposes (the "**Permitted Use**"). For purposes hereof, the term "**Legal Requirements**" shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes (including the National Electrical Safety Code), executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Leased Premises or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon Landlord or Tenant, or the use and occupancy thereof by Tenant. Tenant's use of the Leased Premises shall also be and remain subject to Landlord's superior right to use all or any portion of the Leased Premises for its business purposes, including the installation, use and maintenance of any transmission, distribution or communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by Landlord and now or hereafter installed by Landlord on or near the Leased Premises ("**Landlord's Facilities**").

3. **RENT.**

A. **Base Rent.** Landlord acknowledges its receipt of the payment of "**Base Rent**", a one-time payment by Tenant in the amount of One and No/100 Dollars (\$1.00) and no other Base Rent shall be assessed during the term of this Lease.

B. **Rent.** For purposes of this Lease, the term "**Rent**" shall mean the Base Rent, together with all other amounts due and payable by Tenant to Landlord under this Lease.

C. **Payment of Rent.** All Rent due and payable by Tenant under this Lease shall be paid to the following address:

Commonwealth Edison Company  
Real Estate Department, 4<sup>th</sup> Floor  
Three Lincoln Center

Oakbrook Terrace, Illinois 60181  
Attn: Lease Payment Department

or to such other place as Landlord may from time to time designate in writing. All payments due from Tenant hereunder which are not paid when due shall bear interest at a rate equal to ten percent (10%) per annum from the date due until paid (the “**Default Rate**”). Such interest shall be compounded monthly. In addition to, and not in lieu of, the foregoing (and any other rights and remedies to which Landlord is entitled under this Lease), in the event that any payment due from Tenant hereunder is not paid within five (5) business days of the date that the same is due, then a late fee in the amount of ten percent (10%) of the unpaid amount shall be due and payable by Tenant to Landlord. All Rent shall be paid by Tenant without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds. Tenant’s obligations to pay Rent are independent of each and every covenant contained in this Lease.

E. Net Lease. Except as otherwise provided in this Lease, the Rent herein shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord, the Rent in each year during the Term of this Lease and any renewals thereof, and that all costs, expenses and obligations of every kind and nature whatsoever, relating to the Leased Premises which may arise or become due during the Term of this Lease or any renewal or extension thereof, or as a result of Tenant’s use or occupancy of the Leased Premises, shall be paid by Tenant, and Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord from all such costs, expenses and obligations.

4. TAXES. Tenant shall pay the following amounts as “Taxes” to Landlord in each case no later than thirty (30) days after Landlord’s written demand therefor:

A All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Tenant at the Leased Premises for all periods falling within the Term, plus

B Any increase in the real estate taxes and other assessments payable with respect to the Leased Premises (or any tax parcel of which the Leased Premises is a part) which is allocable to this Lease, Tenant’s use or occupancy of the Leased Premises, or any improvements, structures or fixtures constructed, installed or placed by Tenant at the Leased Premises (but without duplication of any amount payable pursuant to clause (A) above), for all periods falling within the Term; plus

C For purposes of this Lease, Taxes “for” or “with respect to” any particular period (or portion thereof) shall mean the Taxes which are payable during the calendar year in which any portion of such period falls, irrespective of the fact that such Taxes may have accrued with respect to a different period.

D Tenant hereby covenants and agrees that Tenant shall, no later than the Tax Exemption Date (as hereinafter defined), at Tenant’s sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Leased Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable Legal Requirements, to cause the Leased Premises to be so exempted. In the event that Tenant is successful in obtaining any such real estate tax exemption for the Leased Premises, then Tenant shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Lease is in effect (and Tenant shall execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Tenant is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Leased

Premises, then Tenant shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Landlord so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Lease, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Lease is executed and delivered.

5. **CONDITION.** Tenant has examined the Leased Premises and knows its condition. Tenant hereby accepts the condition of the Leased Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations or warranties as to the condition, repair or compliance with Legal Requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by or on behalf of Landlord. By accepting possession of the Leased Premises, Tenant shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Leased Premises.

6. **MAINTENANCE; SERVICES AND UTILITIES.**

A. Tenant agrees at its sole cost and expense, to keep and maintain the Leased Premises and Additional Area to be Maintained in a clean, neat, sanitary and sightly condition and repair, and commensurate with the conditions existing at the time this Lease is executed to Landlord's satisfaction at all times during the Term hereof. Without limiting the generality of the foregoing, Tenant shall (subject to the terms and provisions of this Lease) perform any and all necessary paving, grading, landscaping, cutting and mowing of grass and weeds (including all Canadian thistles and other noxious weeds and growths at the Leased Premises) and snow and ice removal except on those portions of the Leased Premises used for winter activities requiring the presence of such snow and ice, all at Tenant's sole cost and expense.

B. Landlord shall not be responsible for furnishing or providing any services or utilities to the Leased Premises (or any costs or expenses associated therewith), but rather, Tenant shall be responsible, at Tenant's sole cost and expense, for providing all such services and utilities. Landlord has made no representation, warranty or covenant of any kind regarding the availability (or future availability) of any such utilities and services, and no failure to provide or interruption of any such services or utilities or services shall give rise to any right or remedy in favor of Tenant under this Lease. Landlord may from time to time, but shall have no obligation to, maintain the Leased Premises in accordance with its customary maintenance program then in effect and Tenant shall have no right to require Landlord to maintain the Leased Premises in any manner.

C. Tenant assumes all of the responsibilities normally identified with the ownership of the Leased Premises, including, but not limited to, responsibility for the condition of the Leased Premises, such as the operation, repair, replacement, maintenance and management of the Leased Premises, including, without limitation, repairs to all buildings, structures, fixtures, equipment and other property thereon; provided, that (except as expressly set forth below) in no event shall Tenant maintain, repair, gain access to or in any way use or operate any of Landlord's Facilities.

7. **SURRENDER OF LEASED PREMISES; RESTORATION.** Tenant agrees that upon termination of the Term of this Lease, whether by expiration or otherwise, Tenant will peaceably quit and surrender the Leased Premises to Landlord, and will, at its sole cost and expense, remove all Tenant's personal property, fixtures, structures and improvements, and will, at Landlord's sole and absolute discretion, restore and regrade the Leased Premises to substantially the same condition the Leased

Premises were in on the date hereof (other than any improvements, installations and modifications made by Landlord). This Section shall survive the termination or expiration of the Lease.

## **8. COMPLIANCE WITH LAWS; WASTE; OTHER COVENANTS OF TENANT.**

A. General. Tenant, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements, Landlord's vegetation management practices and procedures and all of the requirements listed in Exhibits C-1 and C-2 attached to this Lease and made a part hereof. In addition, Tenant covenants and agrees that it will not commit waste, loss or damage to the Leased Premises or any other property of Landlord.

B. Change in Law. Tenant acknowledges that Landlord may incur costs as a result of the enactment of new Legal Requirements relating to the Leased Premises, and/or changes in Legal Requirements relating to the Leased Premises. Tenant agrees that any such costs incurred by Landlord for complying with such new or changed Legal Requirements and due in whole or in part to Tenant's use and/or occupancy of the Leased Premises shall be an expense recoverable by Landlord from Tenant. To the extent any such expense paid by Tenant to Landlord is subsequently recovered by or reimbursed to Landlord through insurance or recovery from responsible third parties or other action, Tenant shall be entitled to a proportionate share (as reasonably determined by Landlord) of such recovery or reimbursement.

C. Notice of Violations. Tenant shall immediately provide Landlord with written notice: (i) upon Tenant's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Leased Premises, and/or (ii) of Tenant's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Legal Requirements relating to the Leased Premises.

D. Height and Other Limitations. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas, and/or any trees, shrubs or other plants or vegetation planted or installed per Exhibit E at the Leased Premises by Tenant) having a height which exceeds the maximum allowable height under OSHA's height standards in effect from time to time during the Term, shall be driven, moved or transported on the Leased Premises without Landlord's prior written consent. Tenant shall not allow any activity which could result in a wire to ground electrical contact or damage to towers or poles; such as, flying kites, model airplanes, driving minibikes, go carts and snowmobiles. If Landlord so requests, Tenant will post signs prohibiting such activities.

## **9. ALTERATIONS.**

A. Generally. Tenant shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the "**Alterations**") in or about the Leased Premises without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any Alterations shall be performed: (i) by Tenant, at Tenant's sole cost and expense (and Landlord shall have no duty or obligation with respect thereto), (ii) pursuant to plans and specifications approved in writing by Landlord (in Landlord's sole discretion), (iii) by contractors and subcontractors approved in writing by Landlord (in Landlord's sole discretion), (iv) in compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Tenant shall, at Tenant's sole cost and expense, obtain any and all permits and approvals necessary for the performance of any Alterations. During the performance of any Alterations, Tenant shall carry, and shall cause its contractors and subcontractors to carry, such insurance as Landlord shall, in its sole discretion, direct.

Neither Tenant nor any of Tenant's authorized agents shall, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Leased Premises, or permit any materials to be delivered to or used in the Leased Premises, whether in connection with any Alteration or otherwise, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Leased Premises (or any other property) by Landlord, Tenant or others, or the use and enjoyment of the Leased Premises by Landlord or other tenants or occupants of the Leased Premises. In the event of such interference or conflict, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Leased Premises immediately. At the sole discretion of Landlord, any proposed Alterations shall be subject to a review fee, the amount of which will be determined by Landlord upon receipt of Tenant's request for consent to such Alterations. Such fee shall be due and payable by Tenant within five (5) days from receipt of notice from Landlord of the amount of such review fee and Landlord shall not be required to consider Tenant's request for Landlord's consent to any Alterations until the review fee for such Alterations is paid.

B. Paving, Filling and Planting. Without limiting the generality of the terms and provisions of Subsection 9.A. above, Tenant acknowledges and confirms that any and all grading, leveling, adding or removing soil and/or paving of the Leased Premises (or any portion thereof), and any and all planting, seeding and similar activities shall constitute "**Alterations**" for purposes of this Lease, and shall be subject to each and all of the terms and provisions relating thereto. In any event, any and all debris from any Alterations of Tenant shall be promptly removed from the Leased Premises by Tenant. In the event that, in connection with Tenant's Alterations, Tenant elects to fill any low spots on the Leased Premises, only clean fill (defined as not containing debris such as gravel, concrete, tree roots, brick or any contaminants) shall be used prior to the spreading of base fill underlying any paving. No paving or grading work (or similar work) of any kind will be undertaken within a ten (10) foot radius of any tower leg (or similar equipment, improvement or facility) of Landlord. Paving shall be well drained, firm and solid blacktop (or other substance approved in writing by Landlord), and shall be neat and clean in appearance. In addition, and not in lieu of the foregoing, any such grading, leveling, paving, filling and/or planting or seeding of the Leased Premises shall comply with the terms and provisions of Section 12 below and Landlord's vegetation management practices and procedures. Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased in excess of eight inches (8") without Landlord's prior written consent.

C. Drainage. Tenant covenants and agrees that no Alterations made by Tenant pursuant to this Lease shall cause any surface water drainage problems for Landlord or any adjoining landowners. In the event that any such water drainage problems are caused by Tenant's Alterations, Tenant shall correct such problems immediately at Tenant's sole cost and expense.

D. Fencing and Barriers. Tenant covenants and agrees that, in the event that Tenant installs (or is required (by Landlord or otherwise) to install) any fencing and/or gates in connection with Tenant's Alterations at the Leased Premises (or its use or occupancy of the Leased Premises), Tenant will install, maintain and operate such fences and/or gates in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto and made a part hereof, and any and all other fencing and locking rules, regulations and guidelines which Landlord may deliver to Tenant from time to time prior to or during the Term. Tenant also acknowledges and confirms that, in connection with Landlord's review and/or approval of the plans and specifications for Tenant's Alterations at the Leased Premises (as provided in Subsection 9.A. above), Landlord may require, prior to or at any time during the Term of this Lease, that barriers ("**Barriers**") be installed on the Leased Premises in order to protect Landlord's Facilities and/or other equipment, improvements and facilities of Landlord and other users and occupants of the Leased

Premises. Any such Barriers shall be installed, at Landlord's sole option, either: (i) by Tenant, at Tenant's sole cost and expense, in a manner satisfactory to Landlord, or (ii) by Landlord, in which event Tenant shall pay to Landlord, prior to such installation, Landlord's reasonable estimate of the cost of such installation of the Barriers. Any barriers required to be installed hereunder shall be installed, maintained and operated by Tenant in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto, and any and all rules, regulations and guidelines regarding barriers which Landlord may deliver to Tenant from time to time prior to or during the Term.

E. Soil Removal. Tenant hereby agrees that it will not remove any soil from the Leased Premises without the prior written consent of Landlord. Any soil removed from the Leased Premises to which Landlord consents (as provided in the preceding sentence) shall become the property of Tenant and shall be: (i) transported and disposed of by Tenant (at its sole cost and expense) in a manner approved in writing by Landlord and in compliance with all Legal Requirements, and (ii) promptly replaced by Tenant at its sole cost and expense, with clean soil not contaminated with Hazardous Materials (as defined in Section 15 below).

F. Third Party Facilities. Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection reasonably required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

G. Supervision. Landlord shall have the right (but not the obligation) to monitor and observe Tenant's performance of any Alterations at the Leased Premises (or any component thereof) and, in the event that Landlord so elects, Tenant shall reimburse Landlord for any and all costs of such monitoring and observation, together with a charge for Landlord's overhead, as determined by Landlord. In the event that Landlord elects to monitor or observe any such work, in no event shall Landlord be deemed to have approved or made any representation or warranty regarding the same.

H. Notification. In addition to and not in lieu of, Tenant's other obligations under this Section 9, Tenant also agrees to notify Landlord's Representative, at Telephone Number 866 340-2841, at least seventy two (72) hours prior to the commencement of any Alterations at the Leased Premises.

10. INDEMNITY. To the maximum extent permitted under Legal Requirements, Tenant agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord and Exelon Corporation, a Pennsylvania corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "**Losses**"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "**Claims**"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Tenant or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "**Tenant Group**") at, on or about the Leased Premises, and/or (ii) any breach or violation of this Lease on the part of Tenant, and notwithstanding anything to the

contrary in this Lease, such obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination or expiration of this Lease. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors).

**11. WAIVER.** Any entry onto the Leased Premises by Tenant and, to the extent permitted by law, each and every member of the Tenant Group, shall be at such parties' sole risk, and Landlord makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Leased Premises or the condition of the Leased Premises (including, without limitation, the environmental condition thereof). To the fullest extent permitted by law, Tenant and each member of the Tenant Group hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever releases the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Tenant or any member of the Tenant Group in connection with any entry onto the Leased Premises pursuant to this Lease. Without limiting the generality of the foregoing, in no event shall any of the Indemnified Parties be responsible or liable for any loss, damage, destruction, theft or misappropriation of any of the property of Tenant or any member of the Tenant Group. This Section will survive termination or expiration of the Lease.

**12 DIGGING WORK.** If Tenant performs any grading, leveling, digging or excavation work on the Leased Premises (which work shall be subject to Landlord's prior written approval), Tenant will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Leased Premises are located in the City of Chicago, or in the event the Leased Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Leased Premises. If Tenant damages any such underground facilities in the course of its work, Tenant will promptly reimburse Landlord or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage.

**13. CASUALTY.** In the event of any damage to or destruction of the Leased Premises, by fire or other casualty, which materially and adversely affects Tenant's use and enjoyment of the Leased Premises for the purposes specified in this Lease, then either Landlord or Tenant shall have the right, no later than ninety (90) days after such party becomes aware of such damage or destruction, to terminate this Lease upon sixty (60) days' prior written notice to the other. In the event of any damage or destruction which is not so extensive, or in the event that Landlord and Tenant elect not to terminate this Lease pursuant to the preceding sentence, then this Lease shall continue in full force and effect, and Tenant will promptly and diligently, at its sole cost and expense, repair, restore, rebuild and replace the Leased Premises (and all improvements, fixtures, equipment and property thereat) as nearly as possible to the condition they were in immediately prior to such damage or destruction. Any such work shall be done in a manner satisfactory to Landlord, and in accordance with all Legal Requirements and the terms and provisions of this Lease. Landlord shall not be liable or responsible for any loss or damage caused to any property of Tenant or any member of the Tenant Group (including, without limitation, any such loss or damage caused by fire, vandalism or other casualty) at any time during the Term hereof.

**14. CONDEMNATION.** If the Leased Premises, or a substantial part thereof, or a portion which prevents use of the Leased Premises for the purposes specified herein, shall be taken or condemned by any competent authority for any public use or purpose, the Term shall end on the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of any condemnation award or proceeds (it being understood that Landlord shall be entitled to the entire amount of any such award or proceeds, and Tenant shall have no right to share therein). Then current Rent shall be apportioned as of the date of such termination.



## 15. ENVIRONMENTAL PROTECTION.

A. General. Tenant covenants and agrees that Tenant shall conduct its operations on the Leased Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Tenant nor any member of the Tenant Group shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Leased Premises. Without limiting any other indemnification obligations of Tenant contained herein, Tenant hereby agrees to protect, indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Tenant, any member of the Tenant Group or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Leased Premises. For purposes of this Lease, the term "**Hazardous Materials**" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. For purposes hereof, the term "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

B. Wetlands. If there are wetlands on the Leased Premises, or if wetlands should develop on the Leased Premises during the Term, Tenant shall strictly comply with and observe all applicable Environmental Laws. At Landlord's request, Tenant shall, at Tenant's sole cost, furnish Landlord with a survey of the Leased Premises delineating any wetland areas located on the Leased Premises. Under no circumstances shall Tenant change the physical characteristics of any wetland areas located on the Leased Premises, or any other adjoining land or place any fill material on any portion of the Leased Premises, or any adjoining land, without in each instance obtaining Landlord's prior written consent (which may be granted or withheld in Landlord's sole discretion), and only then in compliance with applicable Environmental Laws.

C. Notice of Violation/Release. Tenant shall provide Landlord with prompt written notice upon Tenant's obtaining knowledge of the existence of any Hazardous Materials on, in or under the Leased Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Materials affecting the Leased Premises.

D. Survival. This Section shall survive the expiration or other termination or expiration of the Lease.

16. INSURANCE. Tenant shall comply with the insurance provisions contained in Exhibit D attached hereto and made a part hereof.

17. ZONING. Tenant hereby acknowledges that Landlord has made no representations that the Leased Premises may be used or is properly zoned for the Permitted Use, and Tenant further agrees that it will (at its sole cost and expense) obtain all necessary permits and other approvals prior to undertaking the Permitted Use. Tenant assumes all obligations and responsibilities for compliance with all Legal Requirements including, without limitation, all applicable zoning laws and ordinances, building codes and governmental regulations. This Lease is not preconditioned on Tenant obtaining any zoning or use permits or approval. This Lease does not constitute the authority to seek a zoning change to permit the Permitted Use, and in no event shall Tenant seek or apply for any such zoning change to the Leased Premises without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole and absolute discretion.

18. NO SIGNS. Tenant shall not place or permit to be placed by any person or entity (other than Landlord) on the Leased Premises any signs or billboards (including, without limitation, any advertising signs or billboards) without the prior written approval of Landlord, which approval Landlord may give or withhold in Landlord's sole and absolute discretion. Tenant may place signs on the Specified Area without the consent of Landlord relating solely to safety and directional matters involving the Permitted Use. Tenant agrees to place a sign in a visible area within the Specified Area that contains an acknowledgment of Landlord's assistance and cooperation with the Tenant with respect to the Permitted Use, all in a manner and form reasonably acceptable to Landlord.

19. DAMAGE TO LANDLORD'S FACILITIES. Tenant agrees that in the event any work done by or on behalf of the Tenant on the Leased Premises causes damage to Landlord's Facilities, Tenant will promptly reimburse Landlord for any and all expense incurred for the repairing or replacement of such damage, within thirty (30) days, after presentation to Tenant of Landlord's statement therefor.

20. DEFAULT.

A. The occurrence of any of the following shall be considered a "Default":

(i) Tenant shall at any time fail to make any payment of Rent (or any portion thereof) or any other payments required of Tenant hereunder when required, and such failure continues for a period of more than ten (10) days (without necessity of any notice or demand therefor); or

(ii) Tenant shall breach or violate any of its duties or obligations set forth in Section 7 (Surrender of Leased Premises; Restoration), Section 8 (Compliance with Laws), Section 16 (Insurance), Section 22 (Covenants Against Liens), Section 23 (Assignment and Subletting) or Section 30 (Subordination; Estoppel) of this Lease; or

(iii) Tenant shall at any time be in default of any other covenants and conditions of this Lease to be kept, observed and performed by Tenant, which and such default continues for more than thirty (30) days (or such shorter time period as may specifically be set forth in this Lease) after notice from Landlord; or

(iv) this Lease or Tenant's interest therein, or any interest in Tenant, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Tenant, or any of Tenant's property in the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or

(v) a receiver, assignee or trustee shall be appointed for Tenant or Tenant's property or if the Tenant shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Tenant; or

(vi) Landlord shall receive notice of any alleged violation of any Legal Requirements resulting from or in any way connected with Tenant's use of the Leased Premises and such violation is not cured (and all liabilities connected therewith fully satisfied) by Tenant prior to the earlier of (a) the last day of the period permitted by law for curing such violation or (b) the first date Landlord becomes subject to any fine, penalty, lien, judgment, order or other liability due to the continued existence of such violation; or

(vii) Tenant shall abandon the Leased Premises or vacate same during the Term hereof.

B. If a Default occurs, Landlord may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Landlord may be entitled under this Lease, at law or in equity):

(i) At its option, at once, without notice to Tenant or to any other person, terminate this Lease and at its option, require payment in full of the Rent due for the unexpired term of the Lease;

(ii) Enter into the Leased Premises, and remove Tenant's property and effects therefrom, and/or take and hold possession thereof, without such entry and/or possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations to pay Rent and perform all its other obligations hereunder for the full Term, and to relet the Leased Premises or any part or parts thereof, either in the name of for the account of Landlord or Tenant, for such Rent and for such term and terms as Landlord may see fit, which term may at Landlord's option extend beyond the balance of the Term of this Lease. Except to the extent required under applicable Legal Requirements, Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by the Tenant about such reletting. In any case, Landlord may make such repairs, alterations and additions in or to the Leased Premises as it sees fit. Tenant shall pay Landlord any deficiency between the Rent hereby reserved and covenanted to be paid and the net amount of the rents collected on such reletting, for the balance of the Term of this Lease, as well as any expenses incurred by Landlord in such reletting, including, but not limited to attorney's fees, broker fees, the expenses of repairing, altering the Leased Premises, and otherwise preparing the same for re-rental. All such costs, other than the rental, shall be paid by Tenant upon demand by Landlord. Any deficiency in rental amounts shall be paid in monthly installments, upon statements rendered by Landlord to Tenant, unless Landlord has declared the entire Rent for the balance of the Term due, as elsewhere in this Lease provided. Any suit brought to collect the amount of the deficiency for any one or more months' Rent shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent month's Rent;

(iii) Require that upon any termination of this Lease, whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, the Tenant shall at once surrender possession of the Leased Premises to the Landlord and

immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Leased Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry, without thereby waiving Landlord's rights to Rent or any other rights given Landlord under this Lease or at law or in equity;

(iv) Remove, at its option if the Tenant shall not remove all effects from the Leased Premises in this Lease as provided, any or all of such effects in any manner that Landlord shall choose and store the same without liability for loss thereof, and Tenant will pay Landlord, upon demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord may at its option, without notice, sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to Landlord, including the expenses of removal and sale;

(v) Collect from Tenant any other loss or damage Landlord may sustain by reason of any breach (including, without limitation, the unamortized portion of any brokerage fee or commission paid by or on behalf of Landlord to any broker or finder with respect to this Lease) and any diminished value of the Leased Premises resulting from said breach;

(vi) Enjoin any such breach of this Lease by Tenant; and/or

(vii) Take any and all corrective actions Landlord deems necessary or appropriate to cure the default of Tenant in question and charge the cost thereof to Tenant, together with (i) interest at the Default Rate, and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred Landlord in administering such cure, such payment to be made by Tenant upon Landlord's presentment and demand therefor.

C. Except as specifically provided in this Section Tenant expressly waives the service of any notice of intention to terminate this Lease or to terminate Tenant's right of possession of the Leased Premises or to re-enter the Leased Premises and waives the service of any demand for payment of Rent or for possession and waives the service of any and every other notice or demand prescribed by any statute, law or ordinance and agrees that the simple breach of any of the covenants of this Lease (beyond any applicable notice and cure periods) shall, of itself, without the service of any additional notice or demand whatsoever, at Landlord's option, constitute a default on the part of Tenant. No receipt of monies by the Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased Premises after termination in any way of this Lease or after the giving of any notice, shall reinstate, constitute or extend the Term of this Lease or affect any notice given to the Tenant prior to the receipt of such money, it being agreed that after the service of notice of the commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rent or other amounts due Landlord and such payment not waive or affect said notice, said suit, or said judgment.

D. Any and all rights and remedies which Landlord may have under this Lease at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time.

E. If Landlord is required to incur expense, legal, incidental, or consequential, because of the breach of this Lease by Tenant, the Tenant shall promptly reimburse Landlord for such expense upon being given a written itemization and explanation thereof. In the event of commencing a court action as a result of any breach, it is agreed that such expenses are to be considered a part of the damages claimed in said action and any expense incurred in prosecuting that action shall be included. It is agreed that the term "expenses" as used herein shall include, but not be limited to, attorney's fees, court costs, district justice costs, and any and all other costs and expenses reasonably related to such breach.

F. The failure of Landlord to enforce rights under this Lease on one or numerous occasions shall not affect the Landlord's ability to enforce that right on any subsequent occasion or occasions.

G. Upon the occurrence of a Default or any breach or default under this Lease by Tenant, Tenant shall be liable for and shall reimburse Landlord upon demand for all reasonable attorney's fees and costs incurred by Landlord in enforcing Tenant's obligations under this Lease, whether or not Landlord files legal proceedings in connection therewith.

H. In the event that a Default shall occur and Landlord elects to terminate this Lease, or upon expiration of this Lease, Tenant shall not be relieved of its duties or obligations under this Lease so long as Tenant or any of Tenant's property remains on the Leased Premises. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

I. In the event of a threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall (without limiting any of Landlord's other rights or remedies hereunder, at law or in equity) have the right to enjoin any such threatened breach.

**21. LIMITATION ON LIABILITY.** It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements continued in this Lease are made or intended as personal covenants, undertakings or agreements by Landlord or any entity which is affiliated with Landlord its parent or subsidiaries. Tenant specifically agrees to look solely to Landlord's interest in the Leased Premises for the recovery of any sums, damages, awards or judgments from Landlord. It is agreed that neither Landlord, nor any entity which is affiliated with Landlord (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, venturers, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Lease.

**22. COVENANTS AGAINST LIENS.** Tenant hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Leased Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Tenant or any member of the Tenant Group or otherwise. In the event any such lien or claim for lien is filed, Tenant will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Landlord, Landlord, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof), and Tenant shall promptly upon notice thereof reimburse Landlord for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Landlord in connection with such lien or claim of lien. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liens or claims for lien arising out of or in any way connected with Tenant's use and occupancy of the Leased Premises. Any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

**23. ASSIGNMENT AND SUBLETTING.** Tenant shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Lease (or any interest of Tenant herein), whether by operation of law or otherwise, and shall not sublet (or underlet), or permit, or suffer the Leased Premises or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Tenant in contravention of the provisions of this Section shall be void. For purposes of this Lease any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Tenant shall constitute an assignment of this Lease, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Tenant shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Tenant, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Tenant, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

**24. TERMINATION.** Prior to the end of the Term, this Lease may be terminated at any time by either of the parties hereto by giving ninety (90) days prior written notice to the other party of such termination. This Lease may also be terminated by Landlord, if Landlord is required to do so by a regulatory body, by a court of competent jurisdiction or Legal Requirements. In the event this Lease is terminated for any reason, any Rent paid in advance shall be prorated to the effective date of such termination and the unearned portion thereof refunded to Tenant.

**25. LANDLORD'S RIGHTS.** The rights of the Landlord to utilize the Leased Premises in its utility business, at all times, will be and remain paramount to the rights herein granted to Tenant by Landlord and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically refer to rights relating to sewers, water pipes and mains, drainage tiles and pipes, gas main and pipelines and other associated uses. In addition, Landlord shall have the right to enter upon the Leased Premises at any time and from time to time during the Term to (a) show the same to prospective tenants, mortgagees and/or purchasers, and to place "For Rent" and/or "For Sale" signs thereon and (b) to conduct any and all vegetation management in, on, or about the Leased Premises in accordance with Landlord's then current vegetation management practices and procedures.

**26. RIGHT OF ENTRY.** Tenant agrees that Landlord and Landlord's agents, representatives, employees, contractors, licensees, invitees, tenants, successors and assigns (collectively, "**Landlord Parties**"), shall have the right to enter the Leased Premises at any time Landlord deems necessary, to alter, modify, augment, supplement, improve, upgrade, use, operate, repair, replace, install, construct, maintain or protect Landlord's Facilities and to conduct vegetation management activities, including the right to cut down, trim and remove any trees, brush or other vegetation that interferes with or potentially interferes with Landlord's Facilities on the Leased Premises as Landlord deems necessary in its sole discretion. Tenant shall not plant any trees or other vegetation on the Leased Premises without the prior written consent of Landlord which it may withhold in its sole discretion. Landlord has the right to require Tenant to remove and relocate any paving, improvements or property owned or used by Tenant at the Leased Premises, in connection with the use, operation, maintenance, repair, installation and/or removal of Landlord's Facilities by any Landlord Party, and/or or in connection with any other use (present or future) of the Leased Premises by the Landlord Parties, all of which removal and relocation shall be at Tenant's sole cost and expense. In the event that Tenant fails to remove and/or relocate any such paving, improvements or property upon notice from Landlord, then Landlord shall have the right (but not the obligation) to remove such paving, improvements or property on Tenant's behalf, and at Tenant's cost, and Tenant shall promptly reimburse Landlord for any costs and expenses paid or incurred by Landlord in connection therewith. Tenant agrees that it will cooperate with Landlord in connection with any entry on, and work at, the Leased Premises by the Landlord Parties, and shall coordinate Tenant's use of the Leased

Premises with any use of the Leased Premises by any of the Landlord Parties, including but not limited to vegetation management. Landlord shall not in any event be liable for inconvenience, disruption, disturbance, loss of business or other damage to Tenant by reason of any entry on, or work at, the Leased Premises by any Landlord Party, or on account of bringing materials, supplies, and equipment into or through the Leased Premises. Tenant understands that the business of the Landlord involves, among other things, the construction, installation, maintenance, operation, and use of Landlord's Facilities now or which may hereafter be erected or installed upon, along, on, over, across or under the Leased Premises, or property adjacent thereto, which are used or useful in connection with the generation, conversion, transmission or distribution of electricity and gas and communications services. Tenant covenants and agrees (as a specific condition of this Lease) that Tenant and each member of the Tenant Group will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of the Landlord's Facilities, nor damage, destroy, interfere with, obstruct or otherwise adversely affect, Landlord's Facilities.

**27. LANDLORD'S RIGHT TO TRANSFER.** This Lease shall not in any manner or to any extent limit or restrict the right of Landlord to use or dispose of the Leased Premises as Landlord may in its discretion desire, subject to rights of Tenant hereunder. Landlord shall have the right, without notice to or consent from Tenant, to assign this Lease to any person or entity that succeeds (directly, indirectly or by operation of law) to any of Landlord's right, title or interest in or to the Leased Premises.

**28. TENANT'S PROPERTY.** It is expressly understood and agreed that all equipment and other personal property that Tenant may install upon the Leased Premises during the Term shall remain the property of Tenant and shall be removed by Tenant (as set forth in Section 7 hereof), at its sole cost and expense, at the expiration of the term of this Lease or at any time prior thereto.

**29. HOLDING OVER.** Tenant shall have no right to remain in possession of all or any part of the Leased Premises after the expiration of the Term. In the event that Tenant remains in possession of all or any part of the Leased Premises after the expiration or earlier termination of the Term, at Landlord's option (exercised by giving Tenant written notice): (a) such tenancy shall be deemed to be either (at Landlord's sole option) a periodic tenancy from month-to-month only, or a tenancy at sufferance terminable at will by Landlord; (b) such tenancy shall not, unless Landlord otherwise elects (as set forth above), constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In the event Tenant remains in possession after the expiration or earlier termination of the Term, then: (i) Landlord shall have the right to charge Tenant a monthly Base Rent equal to Landlord's estimate (as determined by Landlord in its sole discretion) of two hundred percent (200%) of the fair market monthly rental value of the Leased Premises, and any other sums due under this Lease shall be payable in the amount and at the times specified in this Lease, and (ii) Tenant agrees to the extent permitted by law to indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold the Indemnified Parties harmless from and against any and all Losses and Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Leased Premises (which may include, without limitation, any Claims made by any actual or prospective subsequent lessee or other user or occupant of the Leased Premises or any portion thereof). Any such month-to-month tenancy or tenancy at sufferance shall be subject to every other term, condition, and covenant contained in this Lease.

**30. SUBORDINATION; ESTOPPEL.**

A. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage now or hereafter existing against all or any

portion of the Leased Premises. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner of the Leased Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the owner of the Leased Premises. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord or any mortgagee of Landlord may request to evidence such subordination no later than ten (10) business days after Landlord's request therefor. If any mortgagee of Landlord (or its successors or assigns), or any other person or entity, shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights ("**Successor Landlord**") and upon Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize Successor Landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment.

B. Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than ten (10) days' prior notice, to execute and deliver to Landlord a written statement executed and acknowledged by Tenant, (a) stating that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the Base Rent, (c) setting forth the date to which the Rent has been paid, (d) stating whether or not, to the best knowledge of the Tenant, Landlord is in default under this Lease, and if so, setting forth the specific nature of all such default, (e) stating whether there are any subleases affecting the Leased Premises, (f) stating the address of Tenant to which all notices and communication under the Lease shall be sent, and the Commencement Date, and (g) containing any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this paragraph may be relied upon by others with whom Landlord may be dealing, including any purchaser or owner of the Leased Premises, or of Landlord's interest in the Leased Premises or any lender or mortgagee of Landlord. If Tenant fails to execute and return such written statement to Landlord within such ten (10) day period, such failure shall constitute Tenant's agreement as to the accuracy of the information contained in the written statement submitted to Tenant by Landlord.

### **31. MISCELLANEOUS.**

A. Illinois Commerce Commission Approval. Landlord and Tenant acknowledge that Landlord is a public utility regulated by the Illinois Commerce Commission ("**Commission**") and other governmental authorities, and this Lease and the obligations of the parties hereto are subject to all Legal Requirements applicable to Landlord as a public utility. Although it is not expected that the Commission's or other governmental authorities' approval will be required for this Lease, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authorities' approval of this Lease, under any circumstances in which such approval is required. It is further agreed and understood that this Lease may be terminated by Landlord immediately at any time in the event that Landlord is required to do so by the Commission or some other governmental authority.

B. Notices. Whenever notice is required to be given pursuant to this Lease, the same shall be either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Landlord:



Commonwealth Edison Company  
Three Lincoln Centre 4th Floor  
Oakbrook Terrace, IL 60181  
Attn: Real Estate Asset Management

with a copy to:

Exelon Business Services Company, LLC  
Law Department  
10 South Dearborn Street, 49<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attn: Assistant General Counsel – Real Estate

If to Tenant:

United City of Yorkville  
800 Game Farm Road  
Yorkville, Illinois 60560  
Attn: City Manager

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Lease, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

C. Prohibition on Recording. To the maximum extent permitted under Legal Requirements, Tenant agrees not to record this Lease. This Section will survive the termination or expiration of this Lease.

D. Waiver of Jury Trial. Landlord and Tenant, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, or any other claims, and any emergency statutory or any other statutory remedy.

E. Captions. The section headings appearing in this Lease are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

F. Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Tenant is comprised of more than one individual or entity, the obligations of such individuals or entities under this Lease shall be joint and several.

G. Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Leased Premises.

H. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Lease.

I. No Waiver. The failure of either party to enforce at any time any provision of this Lease shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Lease or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.

J. No Third Party Beneficiaries. Landlord and Tenant agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Lease nor any of the rights and privileges conferred herein.

K. Governing Law. The terms and provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Lease (each a “**Proceeding**”), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) in the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

L. Counterparts. This Lease may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

M. Subordinate. This Lease, and all of Tenant’s rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Leased Premises (or title thereto) dated prior to the date of this Lease.

N. Severability. If any term, provision or condition in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

O. Time of the Essence. Time is of the essence of this Lease, and each and every term and provision hereof.

P. No Partnership. None of the terms or provisions of this Lease shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Lease cause them to be considered joint venturers or members of any joint enterprise.

Q. Not an Employee. By signing this Lease, Tenant affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, nor any of their respective parents, subsidiaries or affiliates, nor does Tenant have any affiliated interest in any such entities.

R. No Oral Change. This Lease cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

S. Tenant's Authority. Tenant represents and warrants that it has full right, power and authority to execute and deliver this Lease, and to perform each and all of its duties and obligations hereunder. If Landlord so requests, Tenant shall provide Landlord with reasonable written evidence of such right, power and authority.

T. Termination of Lease Based Upon Change In Law. If any Legal Requirement is enacted or modified during the Term, and such enactment or modification places any additional material burden on Landlord (as determined by Landlord) as a result of Tenant's use or occupancy of the Leased Premises for any purpose, or if the use of the Leased Premises by Tenant would violate any Legal Requirements hereinafter enacted or modified, then (without limiting any other rights or remedies of Landlord hereunder) Landlord shall have the right to terminate this lease effective as of the effective date of such Legal Requirement is so enacted or modified.

U. Negotiated. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

V. Brokers. Tenant represents and warrants to Landlord that Tenant has dealt with no broker, finder or similar person or entity in connection with this Lease, or Tenant's use or occupancy of the Leased Premises. Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from and against any and all Claims and Losses brought against, sustained or incurred by Landlord by reason of Tenant's breach of the foregoing representation and warranty.

W. Tenant's Authority to Act. This Lease shall be executed for and on behalf of the Tenant pursuant to a resolution adopted by the County Board of Tenant, at a regular meeting held \_\_\_\_\_, 20\_\_, and signed by the officers therein designated as signatories and attested by the clerk of Tenant.

X. Confidentiality. Tenant acknowledges and agrees that the terms and conditions of this Lease, including, without limitation, the Rent, and all other books, records, documents, files and other information, whether computerized, written or oral, pertaining to Landlord, Landlord's affiliates or the Leased Premises which was or shall be provided to Tenant from the negotiations of this Lease throughout the term of the Lease (collectively, "**Confidential Information**") is nonpublic, confidential or proprietary relating to Landlord, its business operations and the Leases Premises, and that Landlord would be irreparably damaged if Tenant's confidential knowledge of such information were disclosed to or utilized on behalf of any other person, firm, corporation or any other tenant of Landlord. Tenant agrees that any Confidential Information provided to Tenant is, and shall remain, property owned by Landlord, and Tenant shall have no right in or to such information other than to use the Confidential Information for the purposes set forth in the Lease. Tenant agrees to keep confidential and agrees to cause its respective employees, associates, agents, attorneys and advisors to keep confidential any and all of Confidential Information. Landlord acknowledges that Tenant is a municipal corporation, and information is permitted to be disclosed at a public meeting to the extent law requires such disclosure.

Y. Additional Requirements. Tenant shall comply the Additional Requirements listed on Exhibit E attached hereto and made a part hereof.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

**LANDLORD:**

COMMONWEALTH EDISON COMPANY

By: \_\_\_\_\_  
Name: Kendall Hodge  
Title: Director of Real Estate and Facilities

**TENANT:**

UNITED CITY OF YORKVILLE

By \_\_\_\_\_  
Name:  
Title:

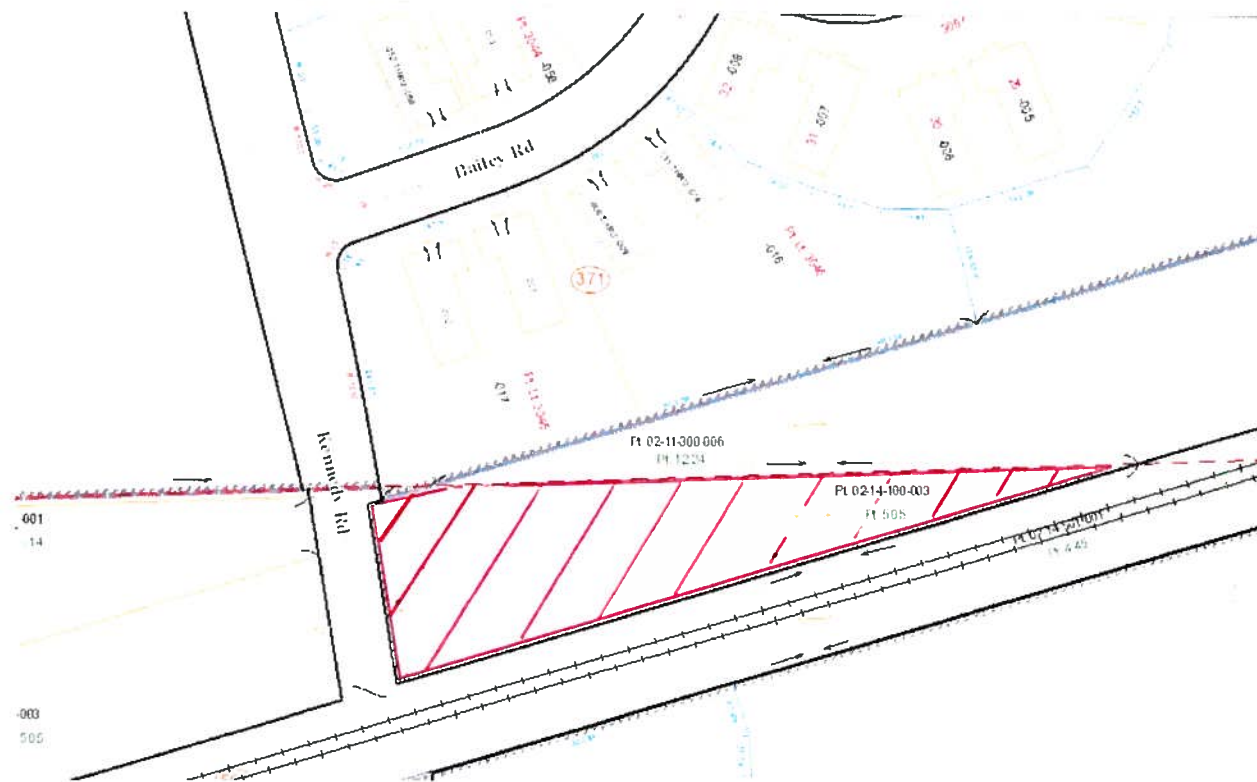
ATTEST:

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

**EXHIBITS**

- A Leased Premises
- B Base Rent Schedule
- C-1 & C-2 Fencing and Barrier Requirements
- D Insurance Requirements
- E Additional Requirements

# EXHIBIT A



## LEGEND



Leased  
Premises

**EXHIBIT B**

**Base Rent Schedule**

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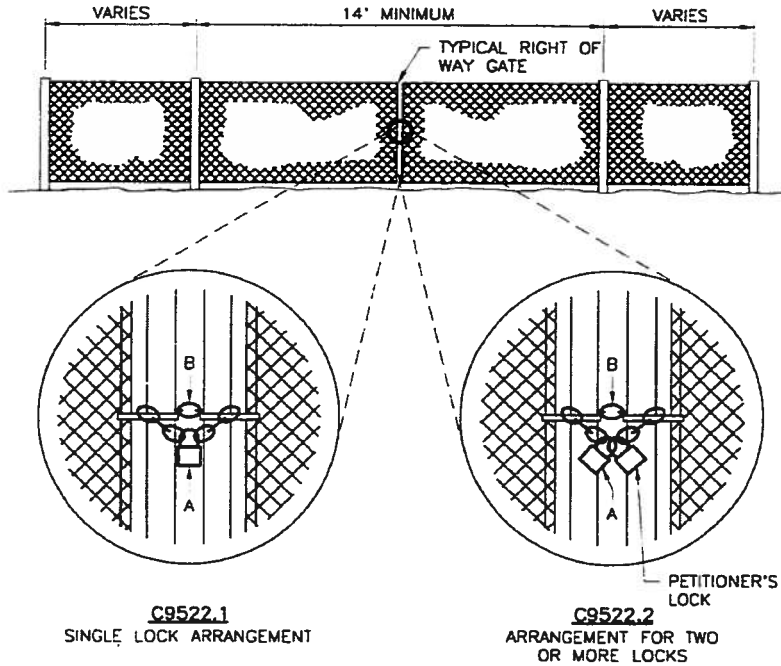
# **EXHIBIT C-1 and C-2** **Fencing and Barrier Requirements**

6-16-94  
**C9522**  
 PAGE 1 OF 1

REVISES SPEC. DATED 3-9-81

6-16-94  
**C9522**  
 PAGE 1 OF 1

## **LOCKING ARRANGEMENTS** **FOR TRANSMISSION RIGHT-OF-WAY GATES &** **TRANSMISSION LINE TERMINALS**



ITEM	DESCRIPTION	EM	S.I.	UNIT	QUANTITY	
					.1	.2
A	LOCK, PADLOCK, SHACKLE OPENING 1 1/2" IN. X 3/8 IN. PLATED STEEL	-	716027	EA.	1	1
B	STRAIGHT LINK CHAIN, HOT DIPPED GALVANIZED (1)	-	786756	FT.	3	3

### **ENGINEERING INFORMATION**

- CHAIN ORDERING DESCRIPTION STRAIGHT LINK CHAIN, TRADE SIZE 5/0. MATERIAL DIAMETER 0.26 IN., LINK WIDTH 0.44 IN. X LINK LENGTH 1.52 IN.

TRANSMISSION RELIABILITY AND STANDARDS

COMMONWEALTH EDISON COMPANY  
 SYSTEM STANDARD

X T L S C O E  
 REVISION

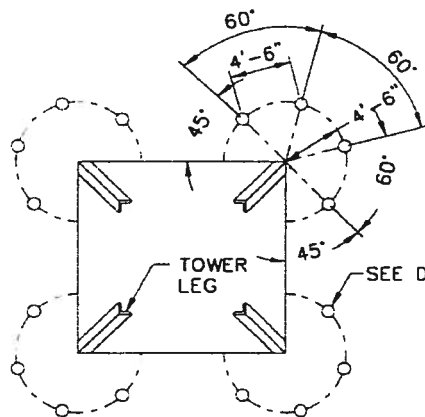
ACAD



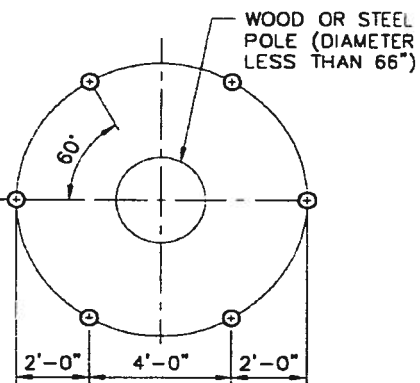
## PROTECTIVE BARRIERS

### FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

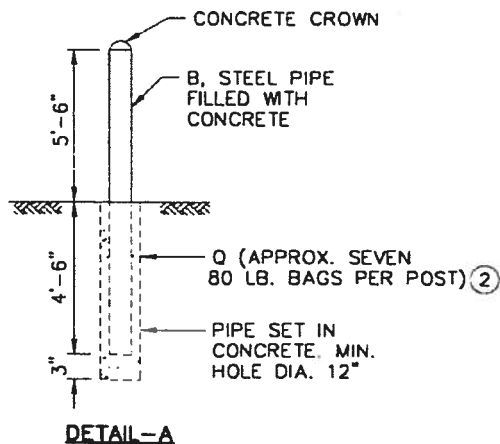
## PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES ADJACENT TO PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES) C9520.1\_



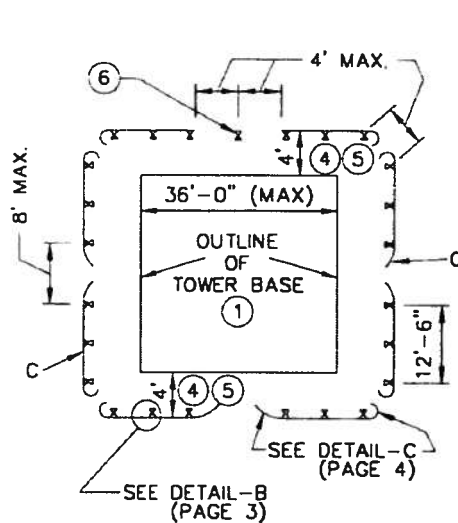
**PLAN**  
TYPICAL TOWER LEG PROTECTION  
C9520.11



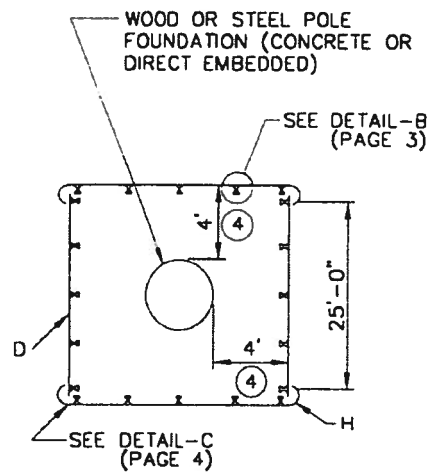
PLAN  
TYPICAL WOOD OR STEEL POLE PROTECTION  
C9520.12



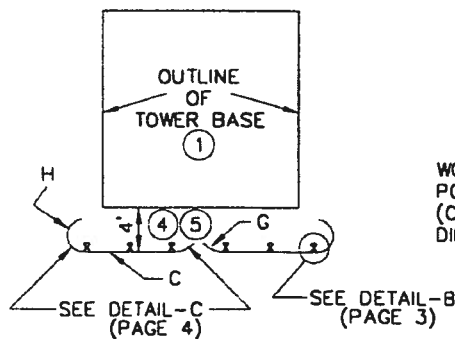
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES  
 NEAR ROADWAYS (USING HIGHWAY GUARDRAIL)  
 C9520.2



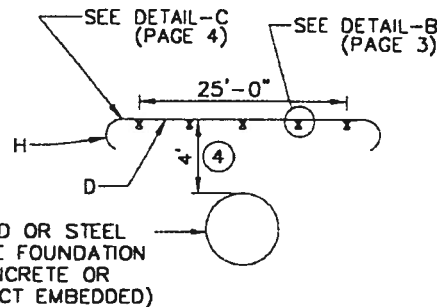
**PLAN**  
 TYPICAL TOWER PROTECTION  
 ON ALL SIDES  
 C9520.21



**PLAN**  
 TYPICAL POLE PROTECTION  
 ON ALL SIDES  
 C9520.22

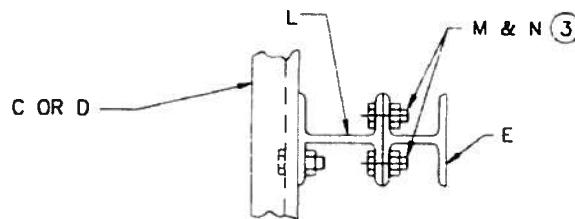


**PLAN**  
 TYPICAL TOWER PROTECTION  
 ON ONE SIDE  
 C9520.23

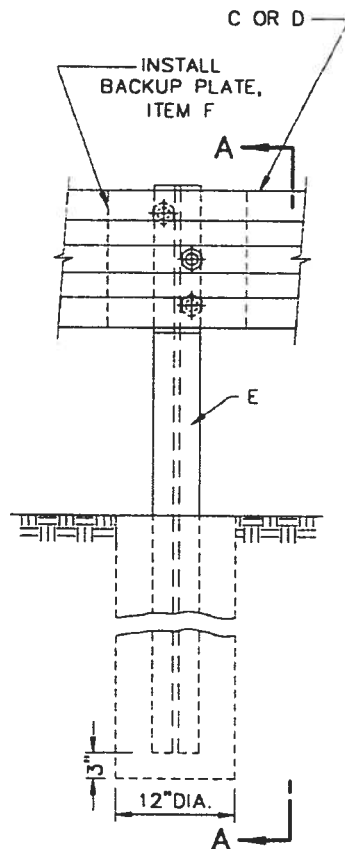


**PLAN**  
 TYPICAL POLE PROTECTION  
 ON ONE SIDE  
 C9520.24

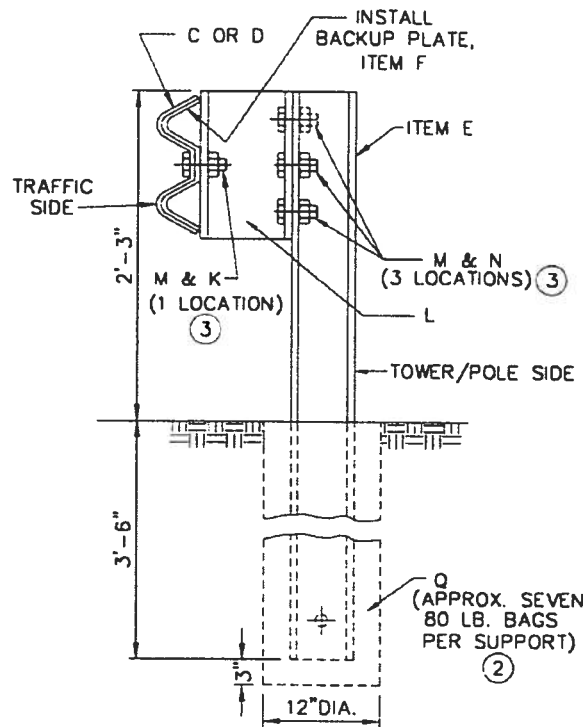
GUARDRAIL SUPPORT DETAILS, C9520.2\_



**DETAIL-B. PLAN**

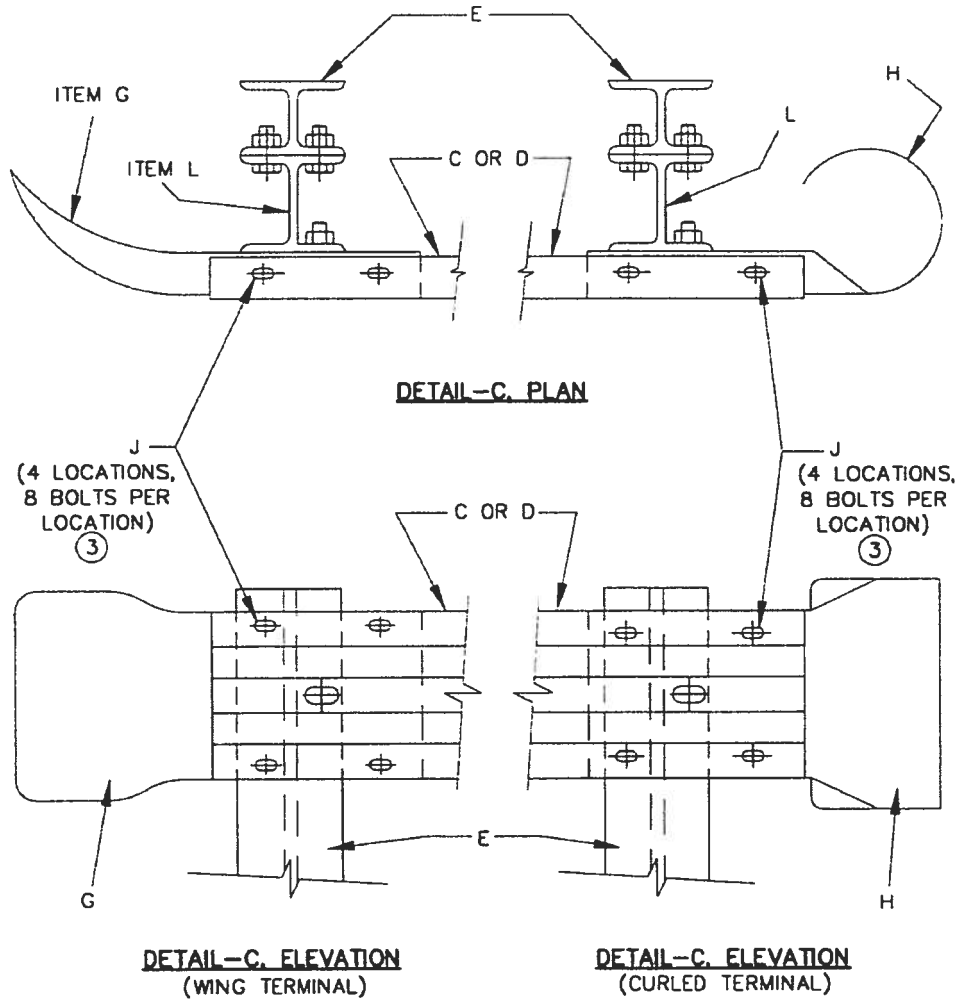


**DETAIL-B. ELEVATION**

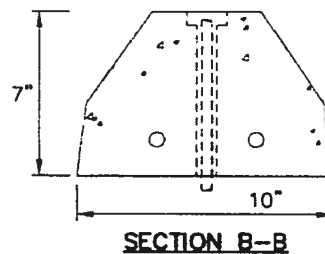
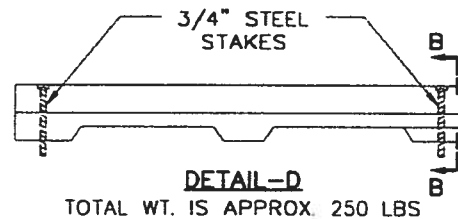
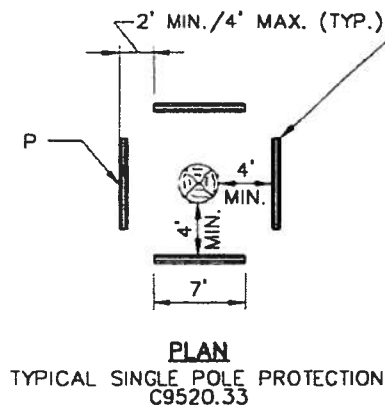
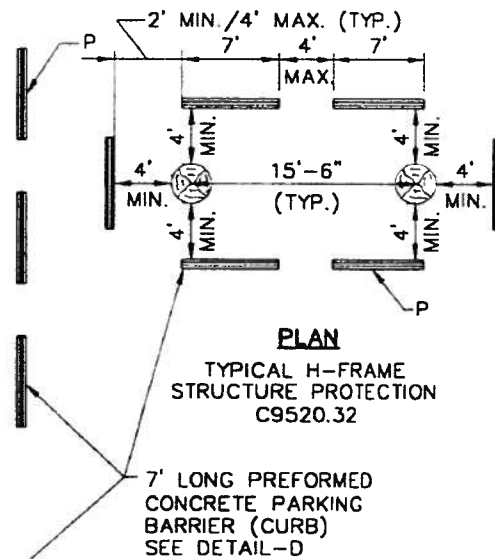
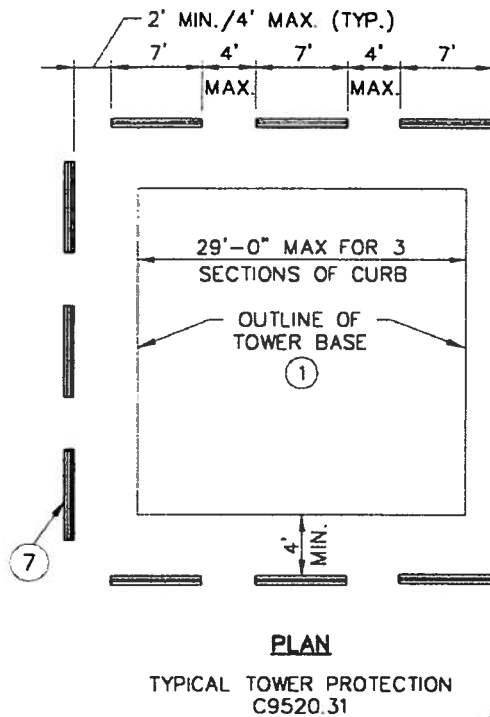


**SECTION A-A**

**GUARDRAIL END SUPPORT/TERMINAL SECTION DETAILS, C9520.2\_**



**PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES  
 ADJACENT TO PARKING AREAS (USING PARKING CURBS)  
 C9520.3\_**



#### APPLICATION

- THIS STANDARD SHALL BE USED FOR INSTALLATION OF VEHICLE BARRIERS AROUND TRANSMISSION STRUCTURES AND ILLUSTRATES THE DIFFERENT TYPES OF VEHICLE BARRIERS WHICH MAY BE USED FOR TRANSMISSION STRUCTURE PROTECTION.

#### INFORMATION

- ① ACTUAL STRUCTURE TYPE, SHAPE & BASE DIMENSIONS MAY VARY. DETAILS WILL BE FURNISHED ON THE PROJECT DRAWINGS WHERE DIFFERENT THAN SHOWN.
- ② ITEM "O", (S.I.#701129) CAN BE REPLACED WITH 4000 PSI READY-MIX CONCRETE PER EM48003. ONE CONCRETE TRUCK WITH 7 CUBIC YARD CAPACITY IS APPROXIMATELY EQUIVALENT TO 220 BAGS OF S.I.#701129 AFTER ADDING WATER AND MIXING.
- ③ NUTS ON GUARDRAIL BARRIER SHALL BE TIGHTENED WITH A TORQUE WRENCH TO A TORQUE VALUE OF 75 FOOT-POUNDS.
- ④ SPACING OF BARRIERS FROM STRUCTURE OUTLINE AS SHOWN IS MINIMUM AND MAY BE INCREASED WHERE NECESSARY.
- ⑤ THE TOWER PROTECTIVE BARRIER SPACING SHALL BE BASED ON ACTUAL TOWER BASE DIMENSIONS. DETAILS SHOWN ARE APPLICABLE TO A TOWER WITH A MAXIMUM BASE DIMENSION OF 36'-0". ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 36'-0".
- ⑥ WHERE THIS DIMENSION CAN BE KEPT AT 4 FEET OR LESS, WITH CORNER OPENING NO MORE THAN 4 FEET. THE INTERMEDIATE POST SHOWN HERE CAN BE ELIMINATED.
- ⑦ NUMBER OF UNITS DEPENDENT ON SIZE OF TOWER BUT SPACES BETWEEN UNITS SHALL NOT EXCEED THE 4 FEET SHOWN, NOR SHALL THE MINIMUM DISTANCE FROM TOWER BE CHANGED. ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 25'-0".
- ⑧ THE LOCATIONS OF THE PROTECTIVE BARRIERS WILL BE STAKED BY THE OWNER UNLESS OTHERWISE INDICATED ON THE PROJECT DRAWINGS.
- ⑨ CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA. ANY DAMAGE TO PROPERTY SHALL BE IMMEDIATELY REPAIRED. ALL ADJACENT PROPERTY SHALL BE RESTORED TO ITS ORIGINAL CONDITION IMMEDIATELY AFTER THE INSTALLATION OF THE VEHICLE BARRIERS.

ITEM	DESCRIPTION	EM	SI	UNIT	QUANTITY											
					.11	.12	.21	.22	.23	.24	.31	.32	.33			
A	CONDUIT, RIGID, STEEL, 5 IN. IPS, GALV., 10 FT. LONG.															
B			376232	EA	16	6										
C	GUARD RAIL, BEAM TYPE, 13'-6 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 1	386003	EA			8		2							
D	GUARD RAIL, BEAM TYPE, 26'-1 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 2	386004	EA				4		1						
E	I BEAM POST SUPPORT, 4" X 6" X 5'-9" LONG, 9 LBS./FT., A36 CARBON STEEL, HOT DIPPED GALVANIZED W6 X 9.	10220 ITEM 3	386005	EA			25	20	6	5						
F	BACKUP PLATE 12 1/4" X 12 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED.	10220 ITEM 4	386006	EA			8	12	2	3						
G	WING, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 5	386007	EA			8		2							
H	CURLED, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 6	386008	EA			8	4	2	2						
J	BOLT, CARRIAGE 5/8" DIA. X 1 1/4" LONG, A307 BOLT WITH NUT WASHER, HOT DIPPED GALVANIZED	10220 ITEM 7	386009	EA			128	32	32	16						
K	WASHER 3" X 1 3/4" X 3/16" THICK (8 GAGE WASHER) A36 STEEL HOT DIPPED GALV.	10220 ITEM 8	386011	EA			24	20	6	5						
L	I BEAM BOLTS W 8 X 10 X 1'-1" LONG, A36 CARBON STEEL, HOT DIPPED GALV., 10# PER FT.	10220 ITEM 9	386010	EA			24	20	6	5						
M	MACHINE BOLTS 5/8" DIA. X 2" LONG A307 BOLT HOT DIPPED GALVANIZED WITH NUT A563	10257	621602	EA			96	80	24	20						
N	5/8" DIA. FLAT WASHER (HOT DIPPED GALVANIZED)	10220 ITEM 11	532666	EA			168	140	42	35						
P	CURB, PARKING, 7 FT. LONG X 7 IN. HIGH X 10 IN. WIDE, W/TWO 3/4" X 18" STEEL STAKES		247982	EA							12	6	4			
Q	MIXTURE, CONCRETE 80 LB. (2)		701129	BG	112	42	175	140	42	35						

**EXHIBIT D**  
**Insurance Requirements**

A. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

B. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

**COVERAGE #1**

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident for bodily injury by accident, one million dollars (\$1,000,000) each employee for bodily injury by disease, and one million dollars (\$1,000,000) policy limit.

**COVERAGE #2**

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 07 or its equivalent)) covering all contractors, subcontractors and all their subcontractors with limits of not less than two million dollars (\$2,000,000.00) per occurrence and per project or per location aggregate covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/ completed operations for not less than three (3) years from the date Landlord and Tenant terminate the lease. (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors).

Additional Insured Endorsement. All liability insurance policies shall name Landlord, its officers, directors, employees, agents, representatives, Affiliates, subsidiaries, successors, and assigns, as additional insureds, shall be primary to any other insurance carried by Landlord, and shall provide coverage consistent with ISO Form CG 2026 (11/85), or the combination of ISO Form CG 20 10 07 04 and CG 20 37 07 04, or their equivalents, and shall maintain the required coverages (including but not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors), for a period of not



less than three (3) years from the date the Lease is terminated.

#### COVERAGE #3

Automobile Liability coverage (including coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, for owned non-owned and hired, vehicles.

#### COVERAGE 4

Excess or Umbrella liability insurance coverage in an amount that in combination with Commercial General Liability coverage and Automobile Liability coverage totals six million dollars (\$6,000,000) of liability insurance per occurrence.

Tenant's Insurance during the Term shall be the following:

Tenant self-insures for losses which are not greater than \$2,000,000 and shall continue to do so as long as this agreement is in effect. The Tenant carries excess liability insurance in an amount of not less than \$5,000,000 per occurrence and, with an aggregate of not less than \$10,000,000 per annual period and shall maintain such insurance so long as this agreement is in effect.

These policies do not contain any provisions excluding coverage for injury, loss, or damage arising out of or resulting from (a) doing business on, near, or adjacent to Landlord's facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling treatment, disposal, or dumping of waste materials or substances. There shall be furnished to Landlord, prior to commencing the work above described a certificate of insurance evidencing the foregoing coverage.

All policies shall contain a provision that coverages afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Landlord.

Tenant shall provide evidence of the required insurance coverage which shall be delivered to Landlord upon execution of this document. The insurance shall be kept in force through the Term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Tenant may, at its discretion, obtain. Tenant shall also provide Landlord with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Tenant hereunder is renewed and whenever Tenant obtains a new insurance policy hereunder.

If any policy is written on a claims made basis, the retroactive date may not be advanced beyond the date of the Lease and coverage shall be

maintained in full force and effect for two (2) years after termination of the Lease, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the parties.

Insurance coverage provided by Tenant shall not include any claims made insurance policy or any policy or endorsement language that limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

(2) (1) Provide for a waiver of all rights of subrogation which Tenant's insurance carrier might exercise against Landlord; and

(2) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Landlord hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Tenant's contractors. If Tenant receives notice that Landlord has amended, corrected or changed the limits, coverages, and forms of policies, Tenant will require agreements with Contractors, signed subsequent to said notice to include such changes. In no event will notice of changes to insurance requirements affect the agreements that Tenant is currently bound to with Contractors.

#### WAIVER OF SUBROGATION

Tenant and its contractors shall waive all rights of subrogation against Landlord under those policies procured in accordance with this Lease.

## **EXHIBIT E**

### **Additional Requirements**

Tenant shall adhere to the following requirements:

1. Tenant shall maintain the Leased Premises and Additional Area to be Maintained (which includes the open grass way area) of the Landlord right of way property.
2. The metallic goal structures are not to be permanent fixtures and must be removed after each use. It is suggested the metallic structures be grounded to guard against induced voltages.
3. No part of the field or goal structures shall be located within ten (10) feet of any Landlord equipment or facilities.
4. Care must be used when mowing the fields such that no Landlord structures are touched.
5. If lighting and landscaping is required, plans and details must be provided to ComEd for review to ensure safety clearances are not violated.
6. Tenant's facilities on Landlord's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand Landlord's construction traffic.
7. Tenant must not excavate and /or store material or construction equipment within 10 feet of the existing metallic and/or wood structures installed on Landlord property. Tenant shall contact the Overhead Transmission Engineering department with any questions concerning this request.
8. Tenant must use care when working on Landlord property to avoid damage to existing facilities and equipment. The owners of the various pipelines and /or owners of underground facilities shall be contacted by the Tenant to provide any restrictions such as grade cover and/ or specific protection and/or restrictions during any penetration and/or disturbing of the Landlord property and surface.
9. There are existing buried hand holes for the LLR fiber in the area. If these hand holes were paved over during the installation of the bike path it poses a maintenance concern. Slack coils exist in the hand holes for emergency restoration purposes. The cable route should be located to verify the newly installed bike path is not over the cable or hand holes. If it is over the hand holes access to those hand holes needs to be addressed by either rerouting the path or other means. This applies to plan se 05-655 and 06-689.
10. Staging and stockpiling of material during construction must not exceed ten (10) feet in elevation above grade. Construction equipment shall not be placed on the upper-most sections of the stockpiles.
11. Tenant must remove all scrub brush, limbs and/or tree trunks from the Leased Premises. Burning of vegetation, scrub brush, limbs and/or tree trunks is not permitted.
12. Tenant must not plant trees within fifteen (15) feet of existing overhead transmission facilities, distribution structures or other Landlord's Facilities.
13. Tenant shall only plant vegetation and /or trees that will not exceed ten (10) feet in elevation at maturity.
14. Landlord reserves the right to trim vegetation and /or trees and remove any vegetation or trees to (i) assure National Electrical Safety Code (NESC) electrical clearances are met (ii) perform maintenance and/or repairs to Landlord's Facilities.
15. The path shall not meander, but it may curve around existing structures and shall maintain fifteen (15) foot spacing from all existing transmission structures.
16. At all path access points, Tenant must post highly visible signs indicating that motorized vehicular use of the path is prohibited. Further, Tenant shall take responsibility to ensure that motorized vehicular use does not occur.
17. The path surface for Tenant's project cannot use aggregate concrete or curbs. A crushed limestone or asphalt surface is acceptable.

18. Tenant's proposed grade change cannot exceed eight (8) inches within the Landlord's property and must ensure that the existing drainage and storm water will not pool on the Leased Premises or adjacent properties.
19. Any damage to Landlord's property caused by Tenant shall be repaired at Tenant's expense.
20. Tenant shall not place obstructions on the Leased Premises that may restrict Landlord's ability to access, operate and maintain existing and future transmission and distribution facilities. Tenant shall not leave trenches open overnight.
21. Due to the presence of Landlord's electrical wires located on the Leased Premises, no vehicles, equipment or anything else having a height more than fourteen (14) feet from grade level including, but not limited to any equipment attached to vehicles or equipment such as antennas, shall be placed, driven, moved or transported thereon. Tenant shall not permit any activity which could result in a wire to ground electrical contact or damage to Landlord's Facilities. Such activities include, but are not limited to flying kites, model airplanes, driving minibikes, go carts and snowmobiles.
22. Tenant shall not leave construction equipment and materials on Leased Premises when there is no work activity actually in progress, including overnight.
23. When working in the vicinity of Landlord's electric distribution/transmission lines during installation, operation, maintenance or otherwise, Tenant shall comply with OSHA requirements of a minimum twenty (20) feet working clearance distance to be maintained between the booms, arms or other parts that can be raised on the equipment of Tenant or Tenant's contractor and Landlord's existing 138,000 and 345,000 volt electric transmission conductors. Under no circumstances shall truck beds be raised underneath Landlord's distribution and /or transmissions lines. This paragraph shall be added to any construction drawings.
24. Tenant acknowledges that the Landlord does use heavy equipment and that Landlord will not be responsible for any damage to the Tenant's facilities that may occur due to the Landlord's right to access Landlord's property to operate and maintain new and existing transmission and distribution facilities.
25. Upon completion of Tenant's project, Tenant must remove any equipment, construction debris and material from Landlord's property and restore any other disturbed areas of the Landlord's property to their pre-construction condition.
26. All applicable environmental permits must be obtained by Tenant at Tenant's sole cost, including, if required, Wetlands and National Pollutant Discharge Elimination System (NPDES) stormwater permits as required under the Clean Water Act as well as any other applicable environmental permits.
27. Tenant shall comply with requirements of all permits, which may include site monitoring, reporting and restoration extending well beyond the construction time period.
28. Tenant shall comply with all applicable regulations including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
29. If the project requires excavation of soil on the Leased Premises, such work shall be performed at Tenant's cost with a contractor selected by Landlord.
30. If the project requires additional soil, only clean fill shall be used.
31. No hazardous materials may be stored on Landlord's property including in any vehicle.
32. Pervious materials shall be used in the construction of any paths on the Leased Premises.
33. A high level summary of the project plans shall be provided by Tenant to Landlord for Landlord's review and approval prior to any construction, including the following:
  - A letter that summarizes the results of Tenant's analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, threatened and endangered species impacts, etc.)
  - A copy of any required environmental permits
  - A copy of any environmental reports required by the permits

**34.** Tenant shall, at its expense, pay for all costs associated with any of the above items (consulting, permitting, cleanup, audit, etc.).

Resolution No. 2016-\_\_\_\_\_

**A RESOLUTION APPROVING A RECREATIONAL LEASE FROM  
COMMONWEALTH EDISON COMPANY FOR THE  
KENNEDY ROAD RECREATIONAL PATH**

**WHEREAS**, the United City of Yorkville (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, the City has filed with the Illinois Commerce Commission a petition to construct a recreational path for pedestrians and bicyclists on the east side of Kennedy Road crossing the BNSF railroad tracks upon the property of the Commonwealth Edison Company “ComEd”); and,

**WHEREAS**, the City and ComEd have come to an agreement on a Recreational Lease to allow the City to extend its recreational path across ComEd’s property.

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

**Section 1:** That the *RECREATIONAL LEASE* between Commonwealth Edison Company and the United City of Yorkville, attached hereto as Exhibit A and made a part hereof by reference, is hereby approved and that Gary Golinski, Mayor, and Beth Warren, City Clerk, be and are hereby authorized to execute said Lease on behalf of the United City of Yorkville.

**Section 2:** This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
CITY CLERK

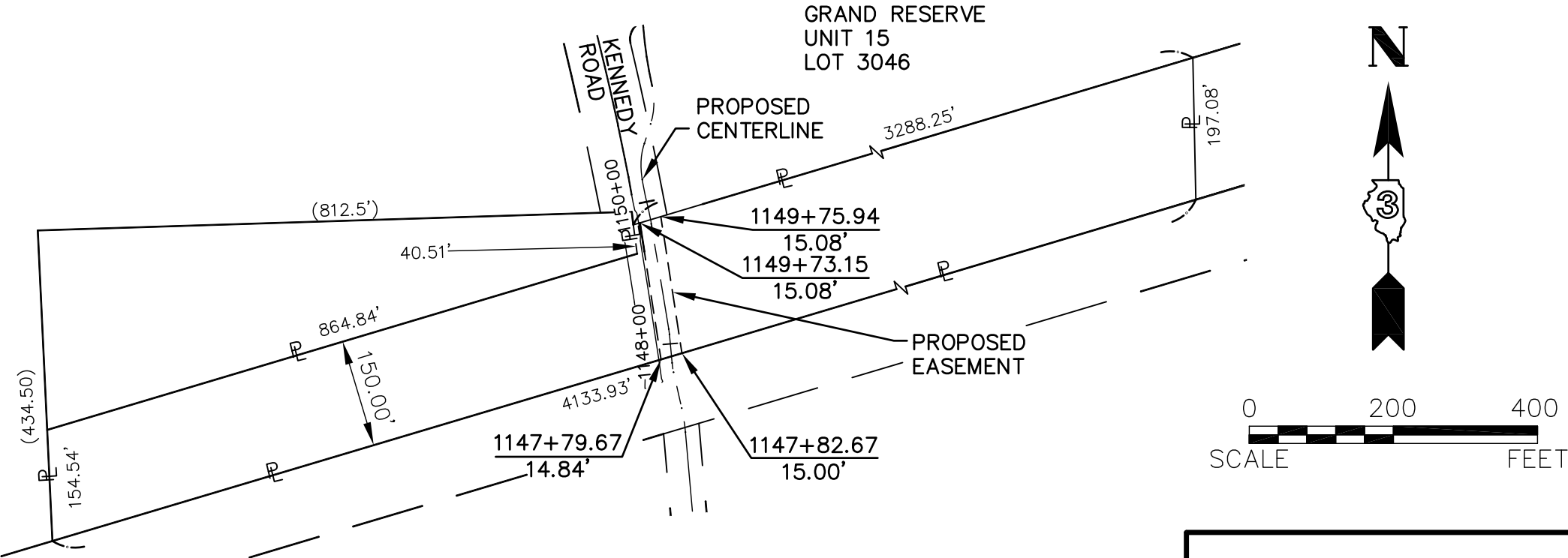
CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	LARRY KOT	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
DIANE TEELING	_____	SEAVER TARULIS	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

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MAYOR

PART OF THE NW 1/4 OF SECTION 14, TWP. 37 N., R. 7 E. OF THE 3RD P.M.



T.C. NO. EEI=KL-1084.0

**COMMONWEALTH EDISON COMPANY**

TOTAL HOLDINGS = 17.260 AC.±  
PERMANENT EASEMENT = 0.132 AC. ±



**Engineering Enterprises, Inc.**  
**CONSULTING ENGINEERS**  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
630.466.6700 / [www.eeiweb.com](http://www.eeiweb.com)

**PREMISE PLAT**

ROUTE FAP FAU 1321  
SECTION 10-00042-00-BT  
COUNTY OF KENDALL  
JOB NO. C-93-088-15





Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor #3

Tracking Number

CC 2016-47

### Agenda Item Summary Memo

**Title:** Public Works Intergovernmental Agreement with Oswego

**Meeting and Date:** City Council – August 9, 2016

**Synopsis:** See attached.

### Council Action Previously Taken:

Date of Action: N/ A Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: August 4, 2016  
Subject: Public Works Intergovernmental Agreement with Oswego

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## **Summary**

Approval of an intergovernmental agreement with Oswego for sharing of Public Works staff and equipment.

## **Background**

This item was last discussed by the Public Works Committee at the January 2016 meeting, and has been loosely referenced at various meetings since then. At the January Public Works Committee meeting, the committee reviewed an agreement that was modeled after the Yorkville-Kendall County building inspection intergovernmental agreement. At that time, the Village of Oswego had not yet reviewed the form of the agreement. Since that meeting, the draft agreement has been reviewed by staff of both communities and modified to meet more specific public works needs.

The main differences in the current agreement and the one presented in January include:

- 1) A more specific definition of individuals allowed to direct work for each community
- 2) Clarification that if either community responds under the provisions of the IPWMAN mutual aid agreement that this agreement does not prohibit either community from collecting fees from the other, as specified under the IPWMAN
- 3) Removal of the requirement for a monthly report to be submitted to the other community on man-hours uses

While I feel the monthly reporting requirement is a vital part of ensuring the agreement is successful, the attorneys and the remainder of the staff didn't think it should be an explicit requirement in the agreement. Practically, the 30 day termination clauses give either board an option to hold the other community accountable if the service becomes one-sided. Instead of a formal reporting requirement between the communities, I suggest we keep a reoccurring agenda item on the Public Works Committee meeting.

Finally, at the January 2016 Public Works Committee meeting, there was a reference that this item would come back in front of the committee with an update. I requested that it be put on the Mayor's Report for immediate approval because it is similar in principle to the agreement reviewed in January, Oswego approved the agreement on August 2<sup>nd</sup>, and Oswego has requested immediate use of our vacor truck to assist cleaning catch basins for two days. We would identify a project at a later date in exchange - potentially leaf pickup in the fall. If the City Council would prefer the Public Works Committee to review the agreement in depth before City Council votes on it, it can be tabled to the August Public Works Committee meeting and we would have to simply postpone or decline to assist with Oswego's imminent catch basin cleaning.

**Recommendation**

Staff recommends approval of the Public Works Intergovernmental Agreement with Oswego.

**INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF SERVICES BETWEEN  
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS  
AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

**WHEREAS**, the Village of Oswego, Kendall and Will Counties, Illinois (the “*Village*”) and the United City of Yorkville, Kendall County, Illinois (the “*City*”) have reviewed the infrastructure and assets under each of their respective jurisdictions and have determined that the citizens and taxpayers of the City and the Village would be better served if the maintenance of certain infrastructure and adjacent areas be performed by the Public Works Department that is best equipped to perform certain tasks, thereby saving time and resources and permitting immediate attention to the needed maintenance or repair; and,

**WHEREAS**, in furtherance of this goal, the Village and the City have entered into the Intergovernmental Agreement for The Sharing of Services in the form attached hereto and made a part hereof.

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

*Section 1.* That the Intergovernmental Agreement for the Sharing of Services between the Village of Oswego, Kendall and Will Counties, Illinois and the United City of Yorkville, Kendall County, Illinois, attached hereto and made a part hereof by reference as

*Exhibit A*, is hereby approved and the Mayor and Deputy City Clerk are hereby authorized to execute and deliver said Agreement.

*Section 2.* This Resolution shall be in full force and effect upon its passage and approval as provided by law.

*Passed* by the City Council of the United City of Yorkville, Kendall County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	LARRY KOT	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
DIANE TEELING	_____	SEAVAR TARULIS	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

*Attest:*

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

## EXHIBIT A

### INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF SERVICES BETWEEN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

**THIS INTERGOVERNMENTAL AGREEMENT** (*the “Agreement”*) by and between the Village of Oswego, Kendall and Will Counties, Illinois (the “*Village*”) a municipal corporation of the State of Illinois and the United City of Yorkville, Kendall County, Illinois (the “*City*”) a municipal corporation of the State of Illinois, entered into this \_\_\_\_ day of \_\_\_\_\_, 2016.

#### W I T N E S S E T H:

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

**WHEREAS**, the Village and the City have reviewed the roadways and adjacent areas under each of their respective jurisdictions and have determined that the citizens and taxpayers of the City and the Village would be better served if daily maintenance of the Roadways be performed by the Public Works Department that is located and best equipped to perform certain tasks, thereby saving time and resources and permitting immediate attention as deemed necessary; and,

**WHEREAS**, the essential goal is that the City and the Village cooperate with each other for the sharing of services to the Roadways such as mowing, sweeping, snowplowing, jetting, leaf collection and such maintenance as deemed necessary to improve the use and safety thereof thereby reducing the time and cost associated with said services, all as hereinafter set forth.

## **EXHIBIT A**

**NOW, THEREFORE,** in consideration of the mutual promises, obligations and undertakings hereafter set forth, the parties agree as follows:

*Section 1.* The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

*Section 2.* The Village hereby designates its Director of Public Works (“VDPW”) to coordinate with the City’s Director of Public Works (“CDPW”), on an “as needed” basis, the service required to the Roadways such as mowing, snowplowing, jetting, leaf collection or such other maintenance as deemed necessary to improve the use and safety thereof and jointly determine whether the City’s public works employees or the Village’s public works employees are better able to provide the needed service. The CDPW and the VDPW shall agree and advise each other of the date and time such services are to be provided. In the event either the City or the Village is unable to assist at any given time, all services to the Roadways shall be the responsibility of the unit of government (City or Village) having jurisdiction over the Roadways. In other words, this Agreement does not reduce, eliminate or transfer the responsibility of the City or the Village to repair and maintain the Roadways within their respective jurisdictions.

*Section 3.* Except when either the City or the Village invokes the provisions of Illinois Public Works Mutual Aid Network Agreement, the City shall not charge the Village any fee for any of the services provided to areas outside its boundaries but within the boundaries of Village and the Village shall not charge the City any fee any of the services provided within the City’s boundaries.

*Section 4.* The City and the Village shall each defend, with counsel of the other party’s own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any

## **EXHIBIT A**

and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the services to be performed by the other party under this Agreement.

*Section 5.* Nothing in this Agreement shall be deemed to change or alter the jurisdiction of either the City or the Village in any respect, including, their respective powers and duties.

*Section 6.* This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the units of government as the parties hereto.

*Section 7.* This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

*Section 8.* All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified,



## EXHIBIT A

postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

*If to the Village:* Director of Public Works  
Village of Oswego  
100 Parkers Mill  
Oswego, Illinois 60543

*With a copy to:* David Silverman  
Mahoney, Silverman and Cross  
822 Infantry Drive, Suite 100  
Joliet, Illinois 60435

*If to the City:* Director of Public Works  
United City of Yorkville  
800 Game Farm Road  
Yorkville, Illinois 60560

*With a copy to :* Kathleen Field Orr  
Kathleen Field Orr & Associates  
53 West Jackson Blvd., Suite 964  
Chicago, Illinois 60604

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

*Section 9.* This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

*Section 10.* This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

*Section 11.* Nothing contained in this Agreement, nor any act of the Village or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by

## **EXHIBIT A**

third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Village and the City. Further, nothing in this Agreement should be interpreted to give the Village or City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

*Section 12.* When performing pursuant to the terms of this Agreement, the Village and City intend that any injuries to their respective employees shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Village and their respective employees, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the employee making such a claim.

*Section 13.* The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the Village and the City at the address set forth herein. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000

## **EXHIBIT A**

for each occurrence, with a minimum \$1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory nor common law by reason of the indemnification and insurance provisions contained in this Agreement.

*Section 14.* This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, and may be renewed upon agreement of the parties in writing; provided however, either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party.

*Section 15.* This Agreement may be amended only with written consent of all parties hereto.

*Section 16.* The Village and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**EXHIBIT A**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, Kendall County,  
Illinois, a municipal corporation

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

*Attest:*

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

Village of Oswego, Kendall and Will  
Counties, Illinois, a municipal corporation

By: \_\_\_\_\_  
Village President

*Attest:*

\_\_\_\_\_  
Village Clerk



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## AGENDA ITEM

**MEETING TYPE:** Village Board

**MEETING DATE:** August 2, 2016

**SUBJECT:** Sharing of Services with the United City of Yorkville

**ACTION REQUESTED:**

Approval of a Resolution Approving An Intergovernmental Agreement for the Sharing of Services between the Village of Oswego, Kendall and Will Counties, Illinois and the United City of Yorkville, Kendall County, Illinois

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**BOARD/COMMISSION REVIEW:**

N/A

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**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
NA	NA	NA

**DEPARTMENT:** Administration

**SUBMITTED BY:** Christina Burns, Assistant Village Administrator

**FISCAL IMPACT:**

NA

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**BACKGROUND:**

The Village of Oswego has been engaged in shared service conversations with the United City of Yorkville for many years now. The two municipalities have a current intergovernmental agreement that permits us to provide building inspection services on behalf of our neighboring community if requested. Yorkville also participated in the CMAP Shared Services study that was approved in 2015, and we continue to look for additional opportunities to share services in order to reduce costs or improve services for our residents.

**DISCUSSION:**

The CMAP study included a recommendation to seek opportunities to share equipment and services, especially within public works. The attached intergovernmental agreement sets parameters for sharing of equipment and requesting the use of equipment and staff. The intent is

that there is no charge to request the use of equipment and staff, as we believe both communities will benefit.

The agreement has been reviewed by the Village's liability and property insurer. They have no concerns regarding coverage. Additionally, the section carves out requests under the Illinois Public Works Mutual Aid Network so as not to preclude reimbursement through state or federal emergency funds.

**RECOMMENDATION:**

Staff recommends adoption of a resolution approving the intergovernmental agreement with the United City of Yorkville.

**ATTACHMENTS:**

- Resolution Approving an Intergovernmental Agreement for the Sharing of Services.
  - Intergovernmental agreement for the sharing of services between the Village of Oswego, Kendall and Will Counties, Illinois and the United City of Yorkville, Kendall County, Illinois