

United City of Yorkville

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

www.yorkville.il.us

AGENDA CITY COUNCIL MEETING Tuesday, May 22, 2018 7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

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

Carlo Colosimo Jackie Milschewski Chris Funkhouser Seaver Tarulis Ken Koch Arden Joe Plocher Joel Frieders Alex Hernandez

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

Minutes for Approval:

- 1. Minutes of the Regular City Council April 24, 2018
- 2. Minutes of the Regular City Council May 8, 2018

Bills for Payment (Informational): \$1,407,500.58

Mayor's Report:

- 1. CC 2018-27 Kennedy Road Shared Use Path (ITEP) Authorizations Nos. 6 and 7
- 2. CC 2018-28 Community Development Vehicle Purchases
- 3. ADM 2018-39 Monthly Treasurer's Report for April 2018
- 4. ADM 2018-43 Required Reporting to Municipality by Yorkville Pension Board
- 5. ADM 2018-44 Ordinance Authorizing the First Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2018 and Ending on April 30, 2019 (Downtown TIF Fund)

Public Works Committee Report:

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2018-08 Ordinance Approving a Special Use for a Solar Farm with Freestanding Solar Energy Systems (Windmill Farms)

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Executive Session:

- 1. For the discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes.
- 2. For litigation, when an action against, affecting, or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

Citizen Comments:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: June 20, 2018 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman MilschewskiFinanceLibrary

Vice-Chairman: Alderman Plocher Administration

Committee: Alderman Funkhouser Committee: Alderman Hernandez

ECONOMIC DEVELOPMENT: June 5, 2018 – 6:00 p.m. – City Hall Conference Room

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

Chairman: Alderman Koch Community Development Planning & Zoning Commission Vice-Chairman: Alderman Colosimo Building Safety & Zoning Kendall Co. Plan Commission

Committee: Alderman Frieders Committee: Alderman Hernandez

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

PUBLIC SAFETY: July 5, 2018 – 6:30 p.m. – City Hall Conference Room

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

Chairman: Alderman Colosimo Police School District

Vice-Chairman: Alderman Tarulis Committee: Alderman Plocher Committee: Alderman Funkhouser

PUBLIC WORKS: June 19, 2018 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman FriedersPublic WorksPark BoardVice-Chairman:Alderman KochEngineeringYBSD

Committee: Alderman Milschewski Parks and Recreation

Committee: Alderman Tarulis

UNITED CITY OF YORKVILLE WORKSHEET CITY COUNCIL

Tuesday, May 22, 2018 7:00 PM

CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:	
CITIZEN COMMENTS ON AGENDA ITEMS:	
MINUTES FOR APPROVAL:	
1. Minutes of the City Council – April 24, 2018	
☐ Approved: Y N □ Subject to	
☐ Removed	
□ Notes	

	☐ Approved: Y	N	□ Subject to	
ILL	S FOR PAYMENT:			
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1.	Bills for Payment (Inf			
	□ Notes			
IAY	OR'S REPORT:			
1.	_		ed Use Path (ITEP) – Authorizations Nos. 6 and 7	
			□ Subject to	
	☐ Removed			

☐ Approved: Y	N	Subject to	
Notes —			
		r's Report for April 2018	
	-	-	
		□ Subject to	
☐ Notes			
		g to Municipality by Yorkville Pension Board	
	-		
		□ Subject to	
□ Notes			

	☐ Approved: YN ☐ Subject to
	□ Removed
	□ Notes
 Ni	NING AND ZONING COMMISSION REPORT:
	PZC 2018-08 Ordinance Approving a Special Use for a Solar Farm with Freestanding Solar Energy
•	Systems (Windmill Farms)
	☐ Approved: Y N □ Subject to
	☐ Removed
	□ Notes

ADDITIONAL BUSINE	SS:		
CITIZEN COMMENTS	:		



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

Agenda	Item	Nun	ıber

Minutes #1

Tracking Number

	Ager	ida Item Summar	y Memo	
Title: Minutes of the	he Regular City Co	ouncil – April 24, 2	018	
Meeting and Date:	City Council – I	May 22, 2018		
Synopsis: Approva	al of Minutes			
Council Action Pro	eviously Taken:			
Date of Action:		Action Taken:		
Item Number:				
Type of Vote Requ	nired: Majority			
Council Action Re	quested: Approva	1		
Submitted by:	Beth Warr Name	en	City Clerk Department	
		Agenda Item Note	-	



MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 800 GAME FARM ROAD ON TUESDAY, APRIL 24, 2018

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

City Clerk Warren called the roll.

Ward I	Koch	Present
	Colosimo	Present
Ward II	Milschewski	Present
	Plocher	Present
Ward III	Frieders	Present
	Funkhouser	Present
Ward IV	Tarulis	Present
	Hernandez	Absent

Also present: City Clerk Warren, City Attorney Orr, City Administrator Olson, Deputy Chief of Police Klingel, Public Works Director Dhuse, Finance Director Fredrickson, EEI Engineer Sanderson, Director of Parks and Recreation Evans, Assistant City Administrator Willrett

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

Alderman Colosimo requested that Item # PZC 2018-04 and EDC 2018-29, Prestwick/Ashley Pointe Subdivision be moved to go immediately after public comment. Alderman Colosimo also wanted to move AECom Lake Michigan Study out of presentations and after the vote on Prestwick/ Ashley Pointe Subdivision.

Amendment approved unanimously by a viva voce vote.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Jamie Lorenzen, Student of Yorkville Christian High School, spoke in favor of the two ordinances for Prestwick/ Ashley Pointe Subdivision.

Michelle Lorenzen, parent of student Jamie, spoke in favor of the two ordinances for Prestwick/ Ashley Pointe Subdivision, and shared how the Yorkville Christian High School has helped her child tremendously.

Marc Altenbernt, board member and teacher of Yorkville Christian High School, spoke primarily about Ashley Road in regards to Yorkville Christian High School.

Aaron Sovern, Administrator of Yorkville Christian High School, School, spoke in favor of the two ordinances for Prestwick/ Ashley Pointe Subdivision.

PLANNING AND ZONING COMMISSION

Prestwick/Ashley Pointe Subdivision

(PZC 2018-04 and EDC 2018-29)

a. Ordinance 2018-27 Approving a Third Amendment to the Annexation Agreement of Yorkville Farms Development and the United City of Yorkville (Prestwick of Yorkville Subdivision) Mayor Golinski entertained a motion to approve an ordinance approving a third amendment to the annexation agreement of Yorkville Farms Development (Prestwick of Yorkville Subdivision) and authorize the Mayor and City Clerk to execute. So moved by Alderman Colosimo; seconded by Alderman Koch.

Alderman Colosimo made a motion to amend the third amendment to the annexation agreement, page 2, item 2d. to read: The City agrees that the intersection improvements for Ashley Road and Route 126 (intersection improvements) shall be completed by owner/ developer before November 2021 ("Intersection improvements completion date"); seconded by Alderman Funkhouser.

Mayor Golinski stated roll call on the motion to amend.

The Minutes of the Regular Meeting of the City Council – April 24, 2018 – Page 2 of 5

Motion approved by a roll call vote. Ayes-7 Nays-0 Funkhouser-aye, Milschewski-aye, Koch-aye, Plocher -aye, Frieders-aye, Tarulis-aye, Colosimo-aye

Mayor Golinski stated now back to the original amended motion.

Alderman Frieders read a statement on how he felt regarding this ordinance. He held firm to the fact that he voted in favor of Yorkville Christian High School based on two things. Alderman Frieders stated that now those two things are not going to happen until three years after the opening of the school. Alderman Milschewski discussed the emails she received. She felt the tone of these emails was negative towards the Council She felt people were saying the council was the bad guys and to blame. Alderman Milschewski feels the Stewart's let the school down. Alderman Milschewski appreciates the passion expressed by the school representatives. She felt the Stewarts should have lived up to the agreement that they made four years ago. Alderman Koch is in favor of Alderman Colosimo's motion to amend the ordinance. Alderman Frieders stated the silver lining is that there will be a bond in place.

Mayor Golinski stated roll call on the original amended motion.

Motion approved by a roll call vote. Ayes-6 Nays-2 Milschewski-aye, Koch-aye, Plocher -nay, Frieders-nay, Tarulis-aye, Colosimo-aye, Funkhouser-aye, Golinski - aye

b. **Ordinance 2018-28** Approving the Amended Final Plat of Resubdivision for the Yorkville Christian School Subdivision

Mayor Golinski entertained a motion to approve an ordinance approving the amended final plat of resubdivision for the Yorkville Christian School Subdivision and authorize the Mayor and City Clerk to execute. So moved by Alderman Colosimo; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-5 Nays-2 Koch-aye, Plocher-nay, Frieders-nay, Tarulis-aye, Colosimo-aye, Funkhouser-aye, Milschewski-aye

PRESENTATIONS

AECom Lake Michigan Study

Representatives from AECom gave a presentation on AECom Lake Michigan Study.

Alderman Frieders asked a question about the easements. He wanted to know when talking about calculating the costs of purchasing the easements, would those be considered to be purchased by the municipalities or is this talking about actually buying private property. The representatives answered him. Alderman Frieders asked about Yorkville's share, and he was answered. There was discussion in regards to the individualized costs among Alderman Frieders, AECom representatives, and City Administrator Olson. Alderman Frieders asked what would be the contingency plan if the water supply is cut off for some reason. The representative said it would take about 3 to 5 days to get back up and running. The representatives recommend keeping the area wells operational. Alderman Frieders asked if someone upstream of Yorkville could cut off the water for any reason. The representative stated the City is going to have whatever is negotiated. Alderman Colosimo wanted to know if the Dupage water commission was an appointed or elected body. The representatives answered him stating the board is appointed by the Mayor and the county board. Alderman Colosimo asked how the rate is controlled. The answer was that the rates are controlled by the City of Chicago. Alderman Colosimo's concern is that Yorkville's water rates will be controlled by people that Yorkville residents have no power to elect or appoint. Yorkville is at mercy of whatever rates Dupage County and the City of Chicago choose to charge. The representatives stated that the increase cannot go up more than the cost of inflation, and it is the City's duty to negotiate its own contract. City Administrator Olson commented that it would be doubtful that the rates would be dramatically increased but there is no guarantee of that. Alderman Colosimo expressed concern that at the end of any given term the City could be shut off. The representative stated that the City of Evanston has renewed its lease before the end of its term in the past. City Attorney Orr commented on the specific routing of the water to the City of Harvey. City Administrator Olson stated the pipeline ends in Yorkville with the potential of branching North and South. City Attorney Orr stated that a 3 to 5 day storage of water is recommended. Alderman Colosimo assumes a looping system similar to the City of Harvey would add more costs. City Administrator Olson stated that the additional water towers for storage may be necessary. Alderman Frieders estimated a total storage capacity of 7 million gallons, at a minimum. Mayor Golinski stated a rationing program could be used to limit demand. The representative stated currently Yorkville shows having 4.3 million gallon storage capacity. The representative estimated that Yorkville has more than 3 day storage currently. Alderman Koch asked what the plan was if there was a break in the line. The representative said the water commission keeps a couple of contractors on call 24 hours for any such emergency, and the contractors are very well prepared. There was more discussion among the Alderman, City Administrator Olson, and Mayor Golinski. Mayor Golinski thanked the AECom representatives

CONSENT AGENDA

- 1. Water Department Reports for January, February and March 2018 (PW 2018-35)
- 2. Whispering Meadows Completion of Improvements Change Order No. 1 *authorize* the *Mayor to execute* (PW 2018-38)
- 3. Whispering Meadows Completion of Improvements Professional Services Agreement Construction Engineering *authorize the Mayor and City Clerk to execute* (PW 2018-39)
- 4. Fox Highlands Raintree Village Water Main Interconnect Contract Award accept bid and award contract to Vian Construction Co., Inc., in an amount not to exceed \$292,304.00 (PW 2018-40)
- 5. MFT Supplemental **Resolution 2018-15** for FY 2019 General Maintenance Appropriation *authorize the City Clerk to execute* (PW 2018-41)
- 6. IMS Pavement Management System Proposal accept proposal in an amount not to exceed \$47,257.00 and authorize the Mayor to execute (PW 2018-43)
- 7. Metronet Cannonball Trail Grant of Utility Easement Agreement *authorize the Mayor to execute* (PW 2018-44)

Mayor Golinski entertained a motion to approve the consent agenda as presented. So moved by Alderman Milschewski; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-7 Nays-0 Colosimo-aye, Milschewski-aye, Tarulis-aye, Frieders-aye, Funkhouser-aye, Koch-aye, Plocher -aye

MINUTES FOR APPROVAL

1. Minutes of the Regular City Council – March 27, 2018

Mayor Golinski entertained a motion to approve the minutes of the regular City Council meeting of March 27, 2018, as presented. So moved by Alderman Frieders; seconded by Alderman Colosimo.

Minutes approved unanimously by a viva voce vote.

BILLS FOR PAYMENT

Mayor Golinski stated that the bills were \$851,519.52.

REPORTS

MAYOR'S REPORT

Proclamation for Rain Barrel Month

(CC 2018-17)

Mayor Golinski didn't have the proclamation in front of him. He proclaimed May as Rain Barrel Month.

Lion's Club

Mayor Golinski had another proclamation for the Lion's Club. Mayor Golinski stated the United City of Yorkville welcomes the Lion's Club international to Sandwich and Kendall County.

Suicide Prevention Proclamation and Outreach

(CC 2018-18)

Mayor Golinski read the full proclamation for suicide prevention proclamation and outreach.

Monthly Treasurer's Report for March 2018

(CC 2018-19)

Mayor Golinski entertained a motion to approve the treasurer's report for March 2018. So moved by Alderman Tarulis; seconded by Alderman Koch.

Monthly treasurer's report for March 2018 was approved unanimously by a viva voce vote

Alderman Milschewski wanted to express a point of order in the meeting. She mentioned that there was a motion under the Suicide Prevention Outreach.

Mayor Golinski went back and entertained a motion to authorize Alderman Frieders to conduct outreach to other municipalities to encourage them to proclaim September 2018 as National Suicide Prevention Month. So moved by Alderman Milschewski; seconded by Alderman Frieders.

Approved by a by a viva voce vote.

Information Technology Services

(CC 2018-20)

a. **Resolution 2018-16** Approving an Intergovernmental Agreement as Revised for the Sharing of Information Technology Services Between the Village of Oswego, Kendall and Will Counties, Illinois and the United City of Yorkville, Kendall County, Illinois

Mayor Golinski entertained a motion to approve a resolution approving an intergovernmental agreement as revised for sharing of information technology services between the Village of Oswego and the United City of Yorkville and authorize the Mayor and City Clerk to execute. So moved by Alderman Milschewski; so moved by Alderman Frieders.

Motion approved by a roll call vote. Ayes-7 Nays-0 Koch-aye, Plocher-aye, Frieders-aye, Tarulis-aye, Colosimo-aye, Funkhouser-aye, Milschewski-aye

b. **Resolution 2018-17** Approving a First Amendment to the Professional Services Agreement for Information Technology Services By and Between Interdev, LLC and the United City of Yorkville, Illinois

Mayor Golinski entertained a motion to approve a resolution approving a first amendment to the professional services agreement for information technology services by and between Interdev, LLC and the United City of Yorkville and authorize the Mayor and City Clerk to execute. So movec by Alderman Tarulis; seconded by Alderman Milschewski.

Motion approved by a roll call vote. Ayes-7 Nays-0 Koch-aye, Plocher -aye, Frieders-aye, Tarulis-aye, Colosimo-aye, Funkhouser-aye, Milschewski-aye

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

Friends of Clark Park Proposal

(CC 2018-21)

Mayor Golinski stated this is informational, and there is a proposal in the packet from Friends of Clark Park. Director of Parks and Recreation Evans spoke on this matter and the Park Board is in favor of this proposal.

PLANNING AND ZONING COMMISSION

Ordinance 2018 - 29

Approving Amended Freestanding Sign Conditions for the Kendall Marketplace Planned Unit Development

(PZC 2018-02)

Mayor Golinski entertained a motion to approve an ordinance approving amended freestanding sign conditions for the Kendall Marketplace planned unit development and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Colosimo.

Motion approved by a roll call vote. Ayes-5 Nays-3 Tarulis-aye, Colosimo-aye, Funkhouser-nay, Milschewski-nay, Koch-aye, Plocher -nay, Frieders-aye, Golinski-aye

Ordinance 2018-30

Approving Amended Conditions for the Kendall Marketplace Planned Unit Development

(PZC 2018-05)

Mayor Golinski entertained a motion to approve an ordinance approving amended conditions for the Kendall Marketplace planned unit development and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-6 Nays-1 Colosimo-aye, Funkhouser-aye, Milschewski-aye, Koch-aye, Plocher -nay, Frieders-aye, Tarulis-aye

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

Whispering Meadows

Alderman Frieders thanked Mayor Golinski on behalf of Whispering Meadows. He presented Mayor Golinski with flowers.

Trip to Springfield

Mayor Golinski stated tomorrow he will be driving down to Springfield to lobby the IL legislatures.

STAFF REPORT

City Administrator Olson introduced the Council to Steve Raasch who is the City's new facilities manager. He comes to Yorkville from the Brookfield Zoo. City Administrator Olson stated there will be a press release that will be put out next week.

ADDITIONAL BUSINESS

None.

EXECUTIVE SESSION

Mayor Golinski entertained a motion to go into Executive Session for the purpose of

Litigation

Mayor Golinski stated no one wants to do minutes, so that executive session will not be done. So moved by Alderman Milschewski; seconded by Alderman Frieders.

Going into executive session approved unanimously by a viva voce vote.

The City Council entered Executive Session at 8:10 p.m.

The City Council returned to regular session at 8:17 p.m.

CITIZEN COMMENTS

None.

ADJOURNMENT

Mayor Golinski stated meeting adjourned.

Meeting adjourned at 8:17 p.m.

Minutes submitted by:

Beth Warren,

City Clerk, City of Yorkville, Illinois



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

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Agenda	Item	Numbe	1

Minutes #2

Tracking Number

Agenda Item Summary Memo

	Agenda Item Bunni	iidi y iviciiio						
Title: Minutes of the	ne Regular City Council – May 8,	2018						
Meeting and Date:	City Council – May 22, 2018							
Synopsis: Approva	l of Minutes							
Council Action Pre	viously Taken:							
Date of Action:	Action Taken:							
Item Number:								
Type of Vote Requi	ired: Majority							
Council Action Rec	quested: Approval							
G 1 11	T. D. L.	A.1. ** * * * * **						
Submitted by:	Lisa Pickering Name	Administration Department						
	Agenda Item Notes:							

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 800 GAME FARM ROAD ON TUESDAY, MAY 8, 2018

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

ROLL CALL

Deputy City Clerk Pickering called the roll.

Ward I	Colosimo	Present
	Koch	Present
Ward II	Milschewski	Present
	Plocher	Present
Ward III	Funkhouser	Present
	Frieders	Present
Ward IV	Tarulis	Present
	Hernandez	Present

Also present: Deputy City Clerk Pickering, City Administrator Olson, Chief of Police Hart, Finance Director Fredrickson, Community Development Director Barksdale-Noble, Director of Parks and Recreation Evans, Assistant City Administrator Willrett, and EEI Engineer Morrison.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

None.

MINUTES FOR APPROVAL

Mayor Golinski entertained a motion to approve the minutes of the regular City Council meeting of April 10, 2018 as presented. So moved by Alderman Koch; seconded by Alderman Frieders

Minutes approved unanimously by a viva voce vote

BILLS FOR PAYMENT (Informational): \$685,517.16

REPORTS

MAYOR'S REPORT

Selection of Mayor Pro-Tem Fiscal Year 2019

(CC 2018-22)

Mayor Golinski entertained a motion to appoint Alderman Koch as Mayor Pro-Tem for Fiscal Year 2019. So moved by Alderman Frieders; seconded by Alderman Colosimo.

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

MAYOR'S REPORT (cont'd)

Appointments to Boards and Commissions

(CC 2018-23)

Mayor Golinski entertained a motion to approve the Mayor's re-appointments of Mike Anderson to the Board of Fire & Police Commission to a term ending May 2021; Amy Cesich and Sash Dumanovic to the Park Board to terms ending May 2023; Jeff Olson and Richard Vinyard to the Planning & Zoning Commission to terms ending May 2022; and Joseph Gillespie to the Police Pension Fund Board to a term ending May 2020. So moved by Alderman Colosimo; seconded by Alderman Koch.

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

Illinois State Historical Marker Proposal at Town Square

(CC 2018-24)

Mayor Golinski entertained a motion to approve the installation of a historical marker. So moved by Alderman Koch; seconded by Alderman Colosimo.

Discussion took place as to whether the historical marker commemorating what had originally been proposed to have been the northern boundary of Illinois should be installed at Town Square Park or the Van Emmon Activity Center.

A motion was made by Alderman Colosimo to amend the motion to approve the installation of a historical marker at Town Square Park; seconded by Alderman Funkhouser.

Motion to amend approved by a roll call vote. Ayes-8 Nays-0 Tarulis-aye, Funkhouser-aye, Milschewski-aye, Colosimo-aye, Hernandez-aye, Frieders-aye, Plocher-aye, Koch-aye

Mayor Golinski asked for a roll call on the original amended motion.

Motion as amended approved by a roll call vote. Ayes-8 Nays-0 Koch-aye, Plocher-aye, Frieders-aye, Hernandez-aye, Colosimo-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye

Downtown Branding & Wayfinding Signage Program

(CC 2018-25)

City Administrator Olson gave a brief presentation of the choices for the downtown branding and wayfinding signage. Discussion ensued on the color choices for the signs as well as the logo style and color. When polled by Administrator Olson, the consensus of the City Council was to go with Alternative 'E', the blue signs, with all the logos with a red background with a white river.

Mill Road Improvement Agreements – Grande Reserve

(CC 2018-26)

Mill Road Reconstruction - Professional Services Agreement - Design Engineering

Mayor Golinski entertained a motion to approve the Mill Road Reconstruction Professional Services Agreement for Design Engineering and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Koch.

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

Ordinance 2018-31

Approving an Agreement in Furtherance of Certain Obligations Set Forth in the Annexation Agreement and Planned Unit Development Agreement

Mayor Golinski entertained a motion to approve an Ordinance Approving an Agreement in Furtherance of Certain Obligations set forth in the Annexation Agreement and Planned Unit Development Agreement (Grande Reserve Subdivision) and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Hernandez.

The Minutes of the Regular Meeting of the City Council - May 8, 2018 - Page 3 of 3

Mayor Golinski asked if there were any comments or questions on the Mill Road agreements. Alderman Funkhouser commented that the agreement with the developer provides a commitment for the developer to pay the City \$215,000 to fund engineering costs for Mill Road. He further commented that the Mill Road Professional Services Agreement for Design Engineering with EEI includes fixed expenses at \$199,800, plus variable expenses that are estimated at \$15,205. He said that if the estimated expenses cause the work to exceed the \$215,000 paid for by the developer, that the City would be responsible for the rest of expense. City Administrator Olson said that EEI would be given direction not to exceed the \$215,000 that the developer is committing to funding.

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

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

National Suicide Prevention Awareness Month Proclamation Project

Alderman Frieders reported that the National Suicide Prevention Awareness Month Proclamation project currently has twenty communities and one county that have agreed to issue proclamations.

STAFF REPORT

PeppeRUNi 5k Run/Walk Party for the Path

Administrator Olson reported that the PeppeRUNi 5k Run/Walk would be held on Saturday, May 12th along with the Party for the Path to celebrate the completion of the Kennedy Road Multi-Use Path.

ADDITIONAL BUSINESS

None.

EXECUTIVE SESSION

None.

CITIZEN COMMENTS

None

ADJOURNMENT

Mayor Golinski adjourned the City Council meeting at 7:22 p.m.

Minutes submitted by:

Lisa Pickering,

Deputy City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Γitle: Bills for Payr	nent (Informational): \$1,407,500.5	58
Meeting and Date:	City Council – May 22, 2018	
Synopsis:		
Council Action Prev	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Гуре of Vote Requi	red: None – Informational	
Council Action Req	uested:	
Submitted by:	Amy Simmons	Finance
	Name	Department
	Agenda Item No	otes:

UNITED CITY OF YORKVILLE

TIME: 10:31:21 CHECK REGISTER PRG ID: AP215000.WOW

CHECK DATE: 05/16/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
527199	R0002031	CHRISTINE	E WEBBER					
	20170981-в	UILD	04/30/18	01 02 03 04 05	2731 PHELPS BUILD PROGRAM	23-000-24-00-2445 25-000-24-20-2445 25-000-24-21-2445 42-000-24-00-2445 51-000-24-00-2445 INVOICE TOTAL:	300.00 900.00 50.00	
						CHECK TOTAL:		7,424.40
527200	R0002032	GREGORY &	LAUREN DON	IALDSO	N			
	20170953-В	UILD	04/09/18	01 02 03 04 05 06	2186 BURR CT BUILD PROGRAM	25-000-24-20-2445 $25-000-24-21-2445$ $25-000-24-22-2445$ $42-000-24-00-2445$ $51-000-24-00-2445$	600.00 1,600.00 100.00 50.00 870.00 1,000.00	
						CHECK TOTAL:		7,500.00
						TOTAL AMOUNT PAID:		14,924.40

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 72-720 LAND CASH 01-220 COMMUNITY DEVELOPMENT 23-230 CITY-WIDE CAPITAL 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 82-820 LIBRARY OPERATIONS 11-111 FOX HILL SSA 25-225 PARKS & RECREATION CAPITAL

FY 19

FY 18

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	1 DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527202	ARNESON	ARNESON OIL COMPANY						
	217704	04/21/18	02	APR 2018 DIESEL FUEL APR 2018 DIESEL FUEL APR 2018 DIESEL FUEL	01-410-56-00-56 51-510-56-00-56 52-520-56-00-56 INV	95	245.34 245.34 245.34 736.02	*
	217793	04/23/18	01	APR 2018 GASOLINE	79-790-56-00-56 INV	95 OICE TOTAL:	1,366.21 1,366.21	*
					CHECK TOTAL:		2,1	02.23
527203	ATLAS	ATLAS BOBCAT						
	BV7637	04/25/18	01	CUTTING EDGE, PLOW BOLT, NUTS		28 OICE TOTAL:	292.71 292.71	
					CHECK TOTAL:		2	92.71
527204	ATT	AT&T						
	6305536805	5-0418 04/25/18	01	04/25-05/24 SERVICE	51-510-54-00-54 INV	40 OICE TOTAL:	246.95 246.95	*
					CHECK TOTAL:		2	46.95
527205	BALOGK	KIRSTEN BALOG						
	042518	04/25/18			01-210-54-00-54		87.13	
			02	REIMBURSEMENT	** COMMENT ** INV	OICE TOTAL:	87.13	*
					CHECK TOTAL:			87.13
527206	BENJAMIM	MATT BENJAMIN						
	042618	04/26/18	01	REFEREE	79-795-54-00-54 INV	62 OICE TOTAL:	108.00 108.00	*
					CHECK TOTAL:		1	08.00

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	

DATE: 05/15/18 TIME: 14:04:38 ID: AP211001.W0W

UNITED CITY OF YORKVILLE PRE-CHECK RUN EDIT

CHECK #	VENDOR # INVOICE #		INVOICE DATE 	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527207	BEYERD	DWAYNE F BE	YER						
	042618		04/26/18	01	REFEREE	79-795-54-00-5465 INVO	2 ICE TOTAL:	108.00 108.00	*
						CHECK TOTAL:		1	108.00
527208	BPAMOCO	BP AMOCO OI	L COMPANY						
	53096876		04/24/18	01	APR 2018 GASOLINE		5 ICE TOTAL:	361.64 361.64	
						CHECK TOTAL:		3	361.64
527209	BSNSPORT	BSN/PASSON'	S/GSC/CONI	JIN S	PORTS				
	902123858		04/20/18		SOCCER & BASEBALL COACHES SHIRTS	79-795-56-00-5600 ** COMMENT **	5	462.00	
						INVO	ICE TOTAL:	462.00	*
	9223595A		03/19/18	01	BASEBALL SHIRTS	79-795-56-00-5600 INVO	5 ICE TOTAL:	660.39 660.39	*
						CHECK TOTAL:		1,1	122.39
527210	CALLONE	UNITED COMM	UNICATION	SYST	EMS				
	1211242-11	30059-0518	05/15/18	02 03 04 05	APR 2018 POLICE LINES APR 2018 CITY HALL FIRE APR 2018 CITY HALL FIRE APR 2018 PW LINES	$\begin{array}{c} 01-110-54-00-5441 \\ 01-110-54-00-5441 \\ 01-210-54-00-5441 \\ 51-510-54-00-5441 \\ 01-210-54-00-5441 \\ 01-210-54-00-5441 \\ 01-110-54-00-5441 \\ 51-510-54-00-5441 \\ 52-520-54-00-5441 \\ \end{array}$		396.42 153.36 153.36 153.36 925.76 199.89 199.89 1,498.61 472.36	

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	

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527210	CALLONE	UNITED COM	MUNICATION	SYST	EMS				
	1211242-113	30059-0518	05/15/18	11 12	APR 2018 TRAFFICE SIGNAL MAINTENANCE APR 2018 PARKS LINES APR 2018 RECREATION LINES	79-795-54-00-5440			* 504.24
527211	CAMBRIA	CAMBRIA SA	ALES COMPAN	Y INC					
	39691		04/30/18	01	PAPER TOWEL	52-520-56-00-5620 INVOI	CE TOTAL:	62.34 62.34	
						CHECK TOTAL:			62.34
527212	CENTRALL	CENTRAL LI	MESTONE CO	MPANY	, INC				
	12720		04/30/18	01	GRAVEL	51-510-56-00-5620 INVOI	CE TOTAL:	111.67 111.67	
						CHECK TOTAL:		:	111.67
527213	COMED	COMMONWEAL	TH EDISON						
	0185079109-	-0418	04/27/18	01	03/29-04/27 420 FAIRHAVEN	52-520-54-00-5480 INVOI	CE TOTAL:	149.44 149.44	
						CHECK TOTAL:		:	149.44
527214	COMED	COMMONWEAL	TH EDISON						
	0435113116-	-0418	05/02/18	01	04/02-05/01 RT34 & BEECHER	15-155-54-00-5482 INVOI	CE TOTAL:	61.91 61.91	
						CHECK TOTAL:			61.91

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

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527215	COMED	COMMONWEALT	'H EDISON						
	0903040077-	-0418	04/27/18	01	03/29-04/27 MISC STREET LIGHTS		E TOTAL:	2,803.65 2,803.65	*
	0908014004	-0418	04/30/18	01	03/30-04/30 6780 RT47		E TOTAL:	107.55 107.55	*
						CHECK TOTAL:		2,9	911.20
527216	COMED	COMMONWEALT	H EDISON						
	0966038077-	-0418	04/26/18		03/28-04/26 456 KENNEDY RD 03/28-04/26 456 KENNEDY RD	01-410-54-00-5482		129.31 5.68 134.99	*
						CHECK TOTAL:		1	34.99
527217	COMED	COMMONWEALT	H EDISON						
	1183088101-	-0418	04/25/18	01	03/27-04/25 1107 PRAIRIE LIFT		E TOTAL:	129.80 129.80	*
	1407125045-	-0418	05/01/18	01	04/02-05/01 FOXHILL 7 LIFT	52-520-54-00-5480 INVOICE	E TOTAL:	100.21 100.21	*
	1647065335-	-0418	04/30/18	01	04/13-04/30 SARAVANOS PUMP	51-510-54-00-5480 INVOICE	E TOTAL:	57.40 57.40	*
	1718099052-	-0418	04/25/18	01	03/27-04/25 872 PRAIRIE CR	52-520-54-00-5480 INVOICE	E TOTAL:	87.55 87.55	*
	2019099044-	-0418	05/04/18	01	03/14-04/12 BRIDGE ST WELL	51-510-54-00-5480 INVOICE	E TOTAL:	74.01 74.01	*
	2668047007-	-0418	04/25/18	01	03/27-04/25 1908 RAINTREE	51-510-54-00-5480 INVOICE	E TOTAL:	162.57 162.57	*
						CHECK TOTAL:		6	511.54

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

TIME: 14:04:38 ID: AP211001.W0W FY 18

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527218	COMED	COMMONW	EALTH EDISON						
	294705203	1-0418	04/27/18	01	03/29-04/27 RT47 & RIVER	15-155-54-00-5482 INVOIC	E TOTAL:	268.33 268.33	*
						CHECK TOTAL:		2	268.33
527219	COMED	COMMONW	EALTH EDISON						
	296101704	3-0418	04/26/18	01	03/28-04/26 PRESTWICK LIFT	52-520-54-00-5480 INVOIC	E TOTAL:	116.34 116.34	*
	311914202	5-0418	04/26/18	01	03/28-04/26 VAN EMMON LOT	01-410-54-00-5482 INVOIC	E TOTAL:	17.87 17.87	*
	408508003	3-0418	04/26/18	01	03/28-04/26 1991 CANNONBALL	51-510-54-00-5480 INVOIC	E TOTAL:	293.46 293.46	*
	444908701	6-0418	05/04/18	01	03/29-04/27 MISC LIFT STATIONS		E TOTAL:	1,229.23 1,229.23	*
	447509305	3-0418	04/27/18	01	03/29-04/27 610 TOWER	51-510-54-00-5480 INVOIC	'E TOTAL:	333.69 333.69	*
						CHECK TOTAL:		1,9	90.59
527220	COMED	COMMONW	EALTH EDISON						
	681902701	1-0418	05/03/18	01	03/29-04/27 PR BUILDINGS	79-795-54-00-5480 INVOIC	E TOTAL:	334.96 334.96	*
						CHECK TOTAL:		3	34.96
527221	COMED	COMMONW	EALTH EDISON						
	711007402	0-0418	04/26/18	01	03/28-04/26 104 E VANEMMON	01-110-54-00-5480 INVOIC	E TOTAL:	387.52 387.52	*

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	

UNITED CITY OF YORKVILLE TIME: 14:04:38 CHECK REGISTER

ID: AP211001.W0W FY 18

CHECK #	VENDOR # INVOICE #	INVOICE DATE		DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527221	COMED	COMMONWEALTH EDISON						
	7982120022-	-0418 04/27/18	01	03/29-04/27 609 N BRIDGE		CE TOTAL:	28.07 28.07	*
					CHECK TOTAL:		4	15.59
527222	CONSTELL	CONSTELLATION NEW EN	ERGY					
	0044633000	04/30/18		03/29-04/26 1 COUNTRYSIDE PKWY 03/29-04/26 1 COUNTRYSIDE PKWY	01-410-54-00-5482		106.70 12.33 119.03	*
					CHECK TOTAL:		1	19.03
527223	COREMAIN	CORE & MAIN LP						
	1708493	04/27/18	01	MXU BATTERIES	51-510-56-00-5664 INVOI	CE TOTAL:	675.00 675.00	*
	1711972	04/12/18	01	METERS	51-510-56-00-5664 INVOI	CE TOTAL:	775.00 775.00	*
	1739499	04/24/18	01	WIRE, SCREWS, METERS		CE TOTAL:		*
	1749905	04/24/18	01	METERS	51-510-56-00-5664 INVOI	CE TOTAL:	11,760.00 11,760.00	*
					CHECK TOTAL:		16,2	87.75
527224	DUTEK	THOMAS & JULIE FLETC	HER					
	1004558	04/20/18	01	LIVE SWIVEL	52-520-56-00-5628 INVOI	CE TOTAL:	75.00 75.00	*
					CHECK TOTAL:			75.00

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	

INVOICES DUE ON/BEFORE 05/22/2018

INVOICE ITEM CHECK # VENDOR # INVOICE # DATE # DESCRIPTION ACCOUNT # PROJECT CODE ITEM AMT 527225 DYNEGY DYNEGY ENERGY SERVICES 266978918041 05/03/18 01 03/28 - 04/27 2921 BRISTOL RDG 51-510-54-00-5480 3,467.14 3,467.14 * INVOICE TOTAL: 266979118041 51-510-54-00-5480 6,321.02 INVOICE TOTAL: 6,321.02 * 266979218051 05/01/18 01 03/29-04/26 610 TOWER WELLS 51-510-54-00-5480 6,650.31 6,650.31 * INVOICE TOTAL: CHECK TOTAL: 16,438.47 527226 EEI ENGINEERING ENTERPRISES, INC. 64071 01-640-54-00-5465 286.50 INVOICE TOTAL: 286.50 * 64072 04/30/18 01 TRAFFIC CONTROL SIGNAGE & 01-640-54-00-5465 1,423.50 ** COMMENT ** 02 MARKINGS INVOICE TOTAL: 1,423.50 * 64074 04/30/18 01 UTILITY PERMIT REVIEWS 01-640-54-00-5465 632.00 INVOICE TOTAL: 632.00 * 64075 04/30/18 01 KENDALLWOOD ESTATES 88-880-60-00-6000 7,944.00 7,944.00 * INVOICE TOTAL: 64076 04/30/18 01 GRANDE RESERVE - AVANTI 477.50 01-640-54-00-5465 INVOICE TOTAL: 477.50 * 64077 04/30/18 01 PRESTWICK 535.00 01-640-54-00-5465 INVOICE TOTAL: 535.00 * 88-880-60-00-6000 64078 672.00 INVOICE TOTAL: 672.00 *

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	

FY 18

CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT
527226	EEI	ENGINEERING ENTERPR	ISES,	INC.			
	64079	04/30/18	01	CALEDONIA	01-640-54-00-5465 INVOI	CE TOTAL:	94.00 94.00 *
	64082	04/30/18	02	IL RT71 SANITARY SEWER & WATER MAIN REPLACEMENT IL RT71 SANITARY SEWER & WATER MAIN REPLACEMENT	** COMMENT ** 52-520-60-00-6066 ** COMMENT **		311.44 73.06 384.50 *
					CHECK TOTAL:		12,449.00
527227	EEI	ENGINEERING ENTERPR	ISES,	INC.			
	64083	04/30/18	01	RIVERFRONT PARK IMPROVEMENTS		CE TOTAL:	5,724.18 5,724.18 *
					CHECK TOTAL:		5,724.18
527228	EEI	ENGINEERING ENTERPR	ISES,	INC.			
	64084	04/30/18	01	US RT34 IMPROVEMENTS		CE TOTAL:	191.00 191.00 *
	64085	04/30/18		WHISPERING MEADOWS - CITY VS FIDELITY	01-640-54-00-5465 ** COMMENT **		310.00
					INVOI	CE TOTAL:	310.00 *
	64086	04/30/18	01	2017 ROAD PROGRAM		CE TOTAL:	231.00 231.00 *
	64087	04/30/18	01	ADA TRANSITION PLAN		CE TOTAL:	4,626.75 4,626.75 *
	64088	04/30/18	01	BLACKBERRY WOODS-PHASE B		CE TOTAL:	1,519.50 1,519.50 *

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: 05/15/18 UNITED CITY OF YORKVILLE TIME: 14:04:38 CHECK REGISTER

ID: AP211001.W0W

CHECK #		INVOICE DATE		DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527228	EEI	ENGINEERING ENTERPRI	SES,	INC.				
	64089	04/30/18	01	MUNICIPAL ENGINEERING SERVICES		E TOTAL:		*
	64091	04/30/18		SUB-REGIONAL WATER COORDINATION	51-510-54-00-5465 ** COMMENT **		95.50	
					INVOIC	E TOTAL:	95.50	*
	64092	04/30/18	02	WHISPERING MEADOWS UNITS 1,2 & 4 - COMPLETION OF IMPROVEMENTS	01-640-54-00-5465 ** COMMENT ** ** COMMENT **		5,861.25	
						E TOTAL:	5,861.25	*
	64094	04/30/18	01	FY2019 BUDGET			477.50 477.50	*
	64095	04/30/18	01	2018 SANITARY SEWER LINING		E TOTAL:	6,592.95 6,592.95	*
	64096	04/30/18	01	2018 ROAD PROGRAM		E TOTAL:	4,172.00 4,172.00	*
	64097	04/30/18		FOUNTAIN VILLAGE - COMPLETION OF IMPROVEMENTS	23-230-60-00-6023 ** COMMENT **		598.50	
					INVOIC	E TOTAL:	598.50	*
	64098	04/30/18		EAST ORANGE STREET WATER MAIN REPLACEMENT	51-510-60-00-6025 ** COMMENT **		8,934.00	
					INVOIC	E TOTAL:	8,934.00	*
	64099	04/30/18	01	CITY OF YORKVILLE-GENERAL		E TOTAL:	2,619.75 2,619.75	*
	64100	04/30/18	01	RTP GRANT	01-640-54-00-5465 INVOICE		1,568.00 1,568.00	*

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

TIME: 14:04:38

ID: AP211001.W0W

FY 18

INVOICES DUE ON/BEFORE 05/22/2018

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
527228	EEI	ENGINEER	ING ENTERPRI	SES,	INC.				
	64102		04/30/18		FOX HIGHLANDS WATER MAIN IMPROVEMENTS	51-510-60-00-6066 ** COMMENT **		23,120.12	
						INVOI	CE TOTAL:	23,120.12	*
						CHECK TOTAL:		62,8	317.82
527229	EEI	ENGINEER	ING ENTERPRI	SES,	INC.				
	64104		04/30/18		RSINTREE VILLAGE-SANITARY SEWER REPAIRS	01-640-54-00-5465 ** COMMENT **		365.75	
				02	SEWER REPAIRS	~ ~	CE TOTAL:	365.75	*
						CHECK TOTAL:		3	865.75
527230	EEI	ENGINEER	ING ENTERPRI	SES,	INC.				
	64105		04/30/18		HYDRAULIC AVE ROW INVESTIGATION	88-880-60-00-6000 ** COMMENT **		1,022.50	
				02	INVESTIGATION	~ ~	CE TOTAL:	1,022.50	*
	64143		04/30/18		WRIGLEY ACCESS DR & RT47 IMPROVEMENTS	01-640-54-00-5465 ** COMMENT **		308.52	
				02	THE ROVEMBERTO	~ ~	CE TOTAL:	308.52	*
						CHECK TOTAL:		1,3	331.02
527231	FARMFLEE	BLAIN'S	FARM & FLEET						
	042918-HER	NANDEZ	04/29/18		PANTS, SOCKS, SUN GLASSES, GLOVES, HAT	79-790-56-00-5600 ** COMMENT **		83.64	
				υZ	GLOVES, DAI	******	CE TOTAL:	83.64	*
	3422-SMITH	I	04/18/18	01	HAT, TEE	79-790-56-00-5600		58.49	4
						INVOI	CE TOTAL:	58.49	*

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	

Page 11 of 47

CHECK #		INVOICE DATE		DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527231	FARMFLEE BLAII	N'S FARM & FLEET						
	3426-COLLINS	04/18/18	01 02	JEANS, SHIRTS, CAPS, GLOVES COMP TOE SHOES	01-410-56-00-560		67.49	
	4587-KLEEFISH	04/30/18		JEANS, SHIRT, HAT, GLOVES, SHORTS	** COMMENT **) ICE TOTAL:	135.69 135.69 *	
					CHECK TOTAL:		523.	43
527232	FARR FARR	ASSOCIATES						
	2017021.05	05/08/18	01	APR 2018 YORKVILLE DOWNTOWN	88-880-60-00-600 INVO) ICE TOTAL:	9,020.00 9,020.00 *	
					CHECK TOTAL:		9,020.	00
527233	FARREN FARRI	EN HEATING & COOL	LING					
	10704	04/23/18	01	REPLACED CHIMNEY CAP		5 ICE TOTAL:		
					CHECK TOTAL:		157.	12
527234	FLEX FLEX	BENEFIT SERVICE	CORP					
	173705	05/09/18	02 03 04 05 06	APR 2018 HRA ADMIN FEES APR 2018 HRA ADMIN FEES APR 2018 HRA ADMIN FEES	$\begin{array}{c} 01-110-52-00-521 \\ 01-120-52-00-521 \\ 01-210-52-00-521 \\ 01-220-52-00-521 \\ 01-410-52-00-521 \\ 79-790-52-00-521 \\ 79-795-52-00-521 \\ 51-510-52-00-521 \end{array}$	5 5 5	20.00 10.00 105.00 20.00 6.67 22.50 17.50 21.67	

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	

INVOICES DUE ON/BEFORE 05/22/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
527234	FLEX	FLEX BENEFIT SERVICE	CORF	· .				
	173705	05/09/18	10 11 12 13 14 15 16	APR 2018 HRA ADMIN FEES APR 2018 HRA ADMIN FEES APR 2018 HRA ADMIN FEES APR 2018 FSA ADMIN FEES	01-640-52-00-5240 $82-820-52-00-5216$ $01-110-52-00-5216$ $01-120-52-00-5216$ $01-220-52-00-5216$ $01-220-52-00-5216$ $01-410-52-00-5216$ $51-510-52-00-5216$ $52-520-52-00-5216$		6.66 35.00 20.00 12.00 4.00 32.00 4.00 4.00 8.00 4.00 353.00	*
					CHECK TOTAL:		3	353.00
527235	GIANTER	RICARDO GANTE						
	042818	04/28/18	01	REFEREE	79-795-54-00-5462 INVOI	CE TOTAL:	105.00 105.00	*
					CHECK TOTAL:		1	.05.00
527236	GROUND	GROUND EFFECTS INC.						
	381143-000	04/27/18	01	QUARRY SAND	72-720-60-00-6043 INVOI	CE TOTAL:	390.60 390.60	*
	381245-000	04/27/18		STRUCTURE BOND ADHESIVE, CLEANER AND GUN	** COMMENT **	CE TOTAL:	139.30 139.30	*
					CHECK TOTAL:		5	29.90
527237	GROUND	GROUND EFFECTS INC.						
	381590-000	04/30/18	01	GRASS SEED	51-510-56-00-5640 INVOI	CE TOTAL:	108.68 108.68	*
					CHECK TOTAL:		1	.08.68

01-1	10 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-1	L20 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-2	210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-2	220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-4	110 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-6	540 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-1	L11 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

Page 13 of 47

FY 18

CHECK #	VENDOR # INVOICE #			DESCRIPTION	ACCOUNT #	PROJECT CODE		
527238	HARRIS	HARRIS COMPUTER SYST	EMS					
	XT00006412	04/30/18	02 03 04 05	ADD TOGGLE ABILITY ON DUPLICATE BILL MESSAGE ADD TOGGLE ABILITY ON DUPLICATE BILL MESSAGE ADD TOGGLE ABILITY ON DUPLICATE BILL MESSAGE	** COMMENT ** 51-510-54-00-5462 ** COMMENT ** 52-520-54-00-5462 ** COMMENT **		102.51 131.25 66.24 300.00	*
	XT00006416	04/30/18	02	MAR 2018 MYGOVHUB FEES MAR 2018 MYGOVHUB FEES MAR 2018 MYGOVHUB FEES	51-510-54-00-5462 52-520-54-00-5462		73.74 94.40 47.65 215.79	* 515.79
527239	HENNE	VERNE HENNE CONSTR. 8	ŝ.					
	33442	04/30/18	01	SET & REPAIR LIGHT POLES		CE TOTAL:	1,165.00 1,165.00	
					CHECK TOTAL:		1,1	65.00
527240	ILPD4778	ILLINOIS STATE POLICE	Ξ					
	043018	04/30/18	01	LIQUOR BACKGROUND CHECKS		CE TOTAL:	81.00 81.00	
					CHECK TOTAL:			81.00
527241	ILPD4811	ILLINOIS STATE POLICE	Ξ					
	043018	04/30/18	02	BACKGROUND CHECKS BACKGROUND CHECKS BACKGROUND CHECKS	79-795-54-00-5462 01-110-54-00-5462 INVOI		27.00 27.00 27.00 81.00	
					CHECK TOTAL:			81.00

01-110	ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 I	FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 I	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 9	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 I	FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

INVOICES DUE ON/BEFORE 05/22/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT	
527242	ILTRUCK	ILLINOIS TRUCK MAINT	ENANC	CE, IN				
	028203	04/19/18		REPLACED REAR TRANS SEAL & EXHAUST PIPE	** COMMENT **		982.50 982.50	*
					CHECK TOTAL:		9	82.50
527243	INGEMUNS	INGEMUNSON LAW OFFIC	ES LI	מי				
	5408	05/01/18	01	04/02 & 04/16 ADMIN HEARINGS	01-210-54-00-546 INVO	7 ICE TOTAL:	300.00 300.00	*
					CHECK TOTAL:		3	00.00
527244	INTERDEV	INTERDEV, LLC						
	MSP1015527	04/30/18	01	APR 2018 MONTHLY BILLING		0 ICE TOTAL:		
					CHECK TOTAL:		3,0	42.00
527245	JIMSTRCK	JIM'S TRUCK INSPECTI	ON LI	oC .				
	171911	04/30/18	01	TRUCK INSPECTION	01-410-54-00-549 INVO		61.00 61.00	*
	171913	04/30/18	01	TRUCK INSPECTION	01-410-54-00-549 INVO	0 ICE TOTAL:	30.00 30.00	*
					CHECK TOTAL:			91.00
527246	JOHNSOIL	JOHNSON OIL COMPANY	IL					
	2438913	05/01/18	01	APR 2018 GASOLINE	01-210-56-00-569 INVO	5 ICE TOTAL:	80.90 80.90	*
					CHECK TOTAL:			80.90

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
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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	

Page 15 of 47

UNITED CITY OF YORKVILLE

FY 18

TIME: 14:04:38 CHECK REGISTER

ID: AP211001.WOW

CHECK #	VENDOR # INVOICE #	INVOICE DATE	#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527247	KENDTREA	KENDALL COUNTY					
	18-15	12/01/17		1ST BI-ANNUAL CONTRIBUTION FOR KENDALL AREA TRANSIT	01-640-54-00-5473 ** COMMENT **		11,775.00
			02	FOR RENDALL AREA TRANSIT		CE TOTAL:	11,775.00 *
					CHECK TOTAL:		11,775.00
527248	LAFARGE	LAFARGE AGGREGATES I	LLINO	IS			
	708600372	04/23/18	01	BEDDING	51-510-56-00-5620 INVOI	CCE TOTAL:	403.64 403.64 *
					CHECK TOTAL:		403.64
527249	LANEMUCH	H LANER, MUCHIN, DOMBROW, BECKER					
	538732	05/01/18	02	GENERAL COUNSELING AND INTERNAL COMPLAINT INVESTIGATION	01-640-54-00-5463 ** COMMENT ** ** COMMENT **	3	328.69
					INVOI	CE TOTAL:	328.69 *
					CHECK TOTAL:		328.69
527250	LEJAN	NICOLE DECKER					
	042518	04/25/18		NEW WORLD CONFERENCE MEAL REIMBURSEMENT	01-210-54-00-5415 ** COMMENT **		80.24
			02	NB I I I DONO BINEN I		CCE TOTAL:	80.24 *
					CHECK TOTAL:		80.24
527251	MCCUE	MC CUE BUILDERS, INC					
	20180149-R	FND 05/04/18	01	PUBLIC HEARING SIGN REFUND		CCE TOTAL:	50.00 50.00 *
					CHECK TOTAL:		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
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	

FY 18

DATE: 05/15/18 UNITED CITY OF YORKVILLE TIME: 14:04:38 CHECK REGISTER

ID: AP211001.W0W

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
527252	MENLAND	MENARDS - YORKVILLE						
	13396	04/13/18	01	TEFLON PASTE, NIPPLES		E TOTAL:	18.17 18.17	*
	14018	04/19/18	02	UNDERLAYMENT, BARRIER, STAPLES, NAILS, GUTTER APRON, STORM CAPS, SHINGLES			675.24	
					INVOIC	E TOTAL:	675.24	*
	14037	04/19/18	01	BULBS	52-520-56-00-5613 INVOIC	E TOTAL:	23.64 23.64	*
	14043	04/19/18	01	ALLIGATOR CLIP		E TOTAL:	0.89	*
	14048	04/19/18	01	ASB SHEATHING, SAFETY HASP		E TOTAL:	19.02 19.02	*
	14701	04/25/18	01	PVC, SPLICE KITS, HANDLE		E TOTAL:	19.68 19.68	*
	14729	04/25/18	01	ANCHOR LINE	79-790-56-00-5620 INVOIC	E TOTAL:	34.99 34.99	*
	14730	04/25/18	01	QUICK SNAPS	79-790-56-00-5620 INVOIC	E TOTAL:	11.94 11.94	*
	14898	04/27/18	01	ITEMS FOR EVIDENCE VAULT		E TOTAL:	45.54 45.54	*
	14922	04/27/18	01	LUBRICANT, SHARPIES		E TOTAL:	8.61 8.61	*
					CHECK TOTAL:		8	57.72
527253	MUNCOLLE	MUNICIPAL COLLECTION	SERV	ICES				

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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527253	MUNCOLLE	MUNICIPAL	COLLECTION	SERV	CICES				
	012161		04/30/18	01	COMMISSION ON COLLECTIONS		CCE TOTAL:	38.90 38.90	
	012162		04/30/18	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467 INVO	CCE TOTAL:	60.94 60.94	*
						CHECK TOTAL:			99.84
527254	NANCO	NANCO SALI	ES COMPANY,	INC.					
	9317		04/25/18	01	TISSUE, PAPER TOWEL		CCE TOTAL:	78.15 78.15	*
						CHECK TOTAL:			78.15
527255	NICOR	NICOR GAS							
	00-41-22-8	748 4-0418	05/02/18	01	04/03-05/02 1107 PRAIRIE LN		CCE TOTAL:	36.79 36.79	
	12-43-53-5	625 3-0418	05/03/18	01	04/04-05/03 609 BRIDGE		CCE TOTAL:	69.30 69.30	*
	15-41-50-1	000 6-0418	05/03/18	01	04/03-05/02 804 GAME FARM RD		CCE TOTAL:	206.20 206.20	*
	15-64-61-3	532 5-0418	05/02/18	01	04/03-05/02 1991 CANNONBALL TR		CCE TOTAL:	31.90 31.90	*
	23-45-91-4	862 5-0418	05/03/18	01	04/03-05/03 101 BRUELL ST		CCE TOTAL:	98.69 98.69	*
	40-52-64-8	356 1-0418	05/04/18	01	04/05-05/04 102 E VAN EMMON	01-110-54-00-5480 INVO	CE TOTAL:	219.73 219.73	*

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 CHECK REGISTER

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527255	NICOR	NICOR GAS							
	61-60-41-10	00 9-0418	05/04/18	01	04/04-05/03 610 TOWER		CE TOTAL:	328.09 328.09	*
	83-80-00-10	00 7-0418	05/04/18	01	04/04-05/03 610 TOWER UNIT B		CCE TOTAL:	133.12 133.12	*
	91-85-68-40	12 8-0418	05/03/18	01	04/03-05/02 902 GAME FARM RD	82-820-54-00-5480 INVOI	CCE TOTAL:	836.75 836.75	*
						CHECK TOTAL:		1,9	60.57
527256	OHERRONO	RAY O'HERR	ON COMPANY						
	1822374-IN		04/24/18	01	VEST-NELSON	01-210-56-00-5690 INVOI	CCE TOTAL:	674.04 674.04	
						CHECK TOTAL:		6	574.04
527257	OIDTMANG	GREGORY OI	DTMAN						
	042818		04/28/18	01	REFEREE	79-795-54-00-5462 INVOI	CCE TOTAL:	35.00 35.00	
						CHECK TOTAL:			35.00
527258	OMALLEY	O'MALLEY W	ELDING & F	ABRIC	ATING				
	18073		04/30/18	01	RAMP FOR RIVERFRONT PARK		CCE TOTAL:	450.00 450.00	
						CHECK TOTAL:		4	150.00
D000869	ORRK	KATHLEEN F	'IELD ORR &	ASSO	С.				
	15605A		05/07/18	01	MISC CITY LEGAL MATTERS	01-640-54-00-5456	5	7,185.49	

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	

Page 19 of 47

FY 18

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEN #		ACCOUNT #	PROJECT CODE	ITEM AMT
D000869	ORRK	KATHLEEN FIELD ORR	& ASSO	OC.			
	15605A	05/07/1	03 04 05	SIGN VARIATION MATTERS MEETINGS GRANDE RESERVE MATTERS PARKS MATTERS DOWNTOWN TIF MATTERS		5 5 5 ICE TOTAL:	•
527259	OSWEGO	VILLAGE OF OSWEGO			DIRECT DELOCATION	JIAL.	3,700.11
	164	05/04/1		FEB-APR 2018 PURCHASING MANAGER SALARY REIMBURSEMENT	** COMMENT **	GCE TOTAL:	11,836.52 11,836.52 *
					CHECK TOTAL:		11,836.52
527260	PARADISE	PARADISE CAR WASH					
	223669	05/03/1	3 01	APR 2018 CAR WASHES		2 ICE TOTAL:	11.00 11.00 *
	223683	05/04/1	3 01	APR 2018 CAR WASHES		5 ICE TOTAL:	98.00 98.00 *
					CHECK TOTAL:		109.00
527261	PEPSI	PEPSI-COLA GENERAL	BOTTLE				
	53389013	04/27/1	3 01	BRIDGE PARK CONCESSION DRINKS		7 ICE TOTAL:	254.44 254.44 *
	54570455	04/16/1	3 01	BEECHER CONCESSION DRINKS	79-795-56-00-5607 INVO	7 ICE TOTAL:	548.45 548.45 *

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	

FY 18

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT
527261	PEPSI	PEPSI-COLA GENERAL BO	OTTLE				
	54570464	04/16/18	01	BRIDGE PARK CONCESSION DRINKS		CE TOTAL:	785.45 785.45 *
					CHECK TOTAL:		1,588.34
527262	PFIZENMB	BEHR PFIZENMAIER					
	041218	04/12/18		STAFF & COMMAND TRAINING MEAL REIMBURSEMENT	01-210-54-00-5415 ** COMMENT **		50.00
					INVOI	CE TOTAL:	50.00 *
					CHECK TOTAL:		50.00
527263	PICKERIL	LISA PICKERING					
	050718	05/07/18		AURORA UNIVERSITY TUITION REIMBURSEMENT FOR 8 CR HOURS	01-110-54-00-5410 ** COMMENT **		2,102.00
					INVOI	CE TOTAL:	2,102.00 *
					CHECK TOTAL:		2,102.00
527264	RAGERD	DALE W. RAGER					
	042618	04/26/18	01	REFEREE	79-795-54-00-5462 INVOI	CE TOTAL:	108.00 108.00 *
					CHECK TOTAL:		108.00
527265	RANGELC	CHRISTIAN RANGEL					
	042818	04/28/18	01	REFEREE	79-795-54-00-5462 INVOI	CE TOTAL:	105.00 105.00 *
					CHECK TOTAL:		105.00

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	

INVOICES DUE ON/BEFORE 05/22/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527266	RATOSP	PETE RATOS					
	03/26-03/29	04/12/18		03/26/18-03/29/18 MILEAGE REIMBURSEMENT FOR INSPECTIONS	** COMMENT **	CE TOTAL:	115.63 115.63 *
	04/09-04/13	04/16/18	02	04/09/18-04/13/18 MILEAGE REIMBURSEMENT FOR INSPECTIONS & MEETING	01-220-54-00-5415 ** COMMENT ** ** COMMENT **		101.73
					INVOI	CE TOTAL:	101.73 *
	04/16-04/20	04/23/18	02	04/16/18-04/20/18 MILEAGE REIMBURSEMENT FOR INSPECTIONS & MEETING	01-210-54-00-5415 ** COMMENT ** ** COMMENT **		113.50
			0.3	& MEETING	~ ~	CE TOTAL:	113.50 *
					CHECK TOTAL:		330.86
527267	RIVRVIEW	RIVERVIEW FORD					
	FOCS402013	04/23/18	02	REPLACED SPARK PLUGS, BOOTS, BELT & TENSIONER, PERFORMED ALIGNMENT	51-510-54-00-5490 ** COMMENT ** ** COMMENT **		617.31
					INVOI	CE TOTAL:	617.31 *
					CHECK TOTAL:		617.31
527268	RUSSPOWE	RUSSO HARDWARE INC.					
	4926178	04/30/18	01	BLADES	01-410-56-00-5628 INVOI	CE TOTAL:	56.43 56.43 *
					CHECK TOTAL:		56.43
527269	SEBIS	SEBIS DIRECT					
	25395	04/27/18	01	MARCH 2018 UTILITY BILLING	01-120-54-00-5430		299.47

01-1	10 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-1	L20 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-2	210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-2	220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-4	110 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-6	540 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-1	L11 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

Page 22 of 47

CHECK #	VENDOR # INVOICE #	INVO DATH	:	#		ACCOUNT #	PROJECT CODE	ITEM AMT	
527269	SEBIS	SEBIS DIRECT							
	25395	04/2	(03 04		51-510-54-00-5430 52-520-54-00-5430 79-795-54-00-5426		223.24 401.23 187.17 223.23 1,334.34	*
						CHECK TOTAL:		1,3	334.34
527270	SECBLDR	SECURITY BUILDER	S SUPPI	LY C	20				
	241094	04/24	:/18 (01	CITY HALL DOOR EXIT DEVICE		CE TOTAL:	285.00 285.00	*
						CHECK TOTAL:		2	285.00
527271	SERVICE	SERVICE PRINTING	CORPOR	RATI	ON				
	27794	04/25	/18 (01	PRINTING OF SUMMER CATALOGS		CE TOTAL:	•	
						CHECK TOTAL:		13,9	71.44
527272	SEWEREQP	SEWER EQUIPMENT	CO OF I	ILLI	NOIS				
	0000000719	04/24	:/18 (01	BALL VALVE	52-520-56-00-5628 INVOIO	CE TOTAL:	95.19 95.19	*
						CHECK TOTAL:			95.19
527273	SPEEDWAY	FLEETCOR SUPERFI	EET MAS	STER	CARD				
	FB638-0511	18 05/13		02	APR 2018 GASOLINE APR 2018 GASOLINE APR 2018 GASOLINE	79-790-56-00-5695 79-795-56-00-5695 01-210-56-00-5695		562.67 -0.81 5,152.38	

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	

CHECK #		INVOICE DATE		DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527273	SPEEDWAY FLEE	TCOR SUPERFLEET	MASTE	RCARD				
	FB638-051118	05/11/18	05 06	APR 2018 GASOLINE APR 2018 GASOLINE APR 2018 GASOLINE APR 2018 GASOLINE	52-520-56-00-5695 01-410-56-00-5695 01-220-56-00-5695 INVOIC		631.64 631.64 180.90 7,790.06	
527274	SPRTFLD SPOR	TSFIELDS, INC.			CHECK TOTAL:		7,79	90.06
J2/2/4			01	BASEBALL INFIELD MIX		CE TOTAL:	1,867.80 1,867.80	*
					CHECK TOTAL:		1,86	57.80
527275	STEVENS STEV	EN'S SILKSCREENI	NG					
	13927	04/27/18	03	STAFF JACKETS FOR THE FOLLOWING EMPLOYEES - TIM, SCOTT, TJ, SHAY, RHIAN, DYLAN, TYLER, STEVE, JAKE	79-795-56-00-5606 ** COMMENT ** ** COMMENT ** ** COMMENT **		557.82	
					INVOIC	CE TOTAL:	557.82	*
					CHECK TOTAL:		55	57.82
527276	STEWART MICH	ELLE STEWART						
	2018-0163 RFND	04/27/18		REFUND FOR 2 PUBLIC HEARING SIGNS	01-000-42-00-4210 ** COMMENT **		100.00	
					INVOIC	CE TOTAL:	100.00	*
					CHECK TOTAL:		10	00.00
527277	SUPERIOR SUPE	RIOR ASPHALT MAT	ERIAL	S LLC				

01-110 ADMINISTRAT	ION 12-112 SUNFLOW	ER SSA 42-420	DEBT SERVICE 83-83	O LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FL	JEL TAX (MFT) 51-510	WATER OPERATIONS 84-84	LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPA	L BUILDING 52-520	SEWER OPERATIONS 87-87	COUNTRYSIDE TIF
01-220 COMMUNITY	DEVELOPMENT 23-230 CITY-WIDE	CAPITAL 72-720	LAND CASH 88-88	DOWNTOWN TIF
01-410 STREET OPERA	ATIONS 25-205 POLICE CAI	PITAL 79-790	PARKS DEPARTMENT 90-XX	X DEVELOPER ESCROW
01-640 ADMINSTRATI	VE SERVICES 25-215 PUBLIC WO	ORKS CAPITAL 79-795	RECREATION DEPT 95-XX	X ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & R	ECREATION CAPITAL 82-820	LIBRARY OPERATIONS	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
527277	SUPERIOR	SUPERIOR ASPHALT MAT	ERIAL	S LLC				
	20180276	04/26/18	01	COLD PATCH	15-155-56-00-5633 INVOI	CE TOTAL:	1,232.56 1,232.56	
					CHECK TOTAL:		1,2	232.56
527278	VERMONT	VERMONT SYSTEMS						
	58012	02/28/18		RECTRAC GENERAL LEDGER INTERFACE	79-795-56-00-5620 ** COMMENT **		1,575.00	
					INVOI	CE TOTAL:	1,575.00	*
	58567	04/23/18		RECTRAC UPGRADE INSTALLATION AND TRAINING	79-795-56-00-5620 ** COMMENT **		6,067.75	
					INVOI	CE TOTAL:	6,067.75	*
	58635	04/26/18		05/01/18-06/30/18 MOBILE WEBTRAC MAINTENANCE	79-795-56-00-5620 ** COMMENT **		3,014.88	
					INVOI	CE TOTAL:	3,014.88	*
					CHECK TOTAL:		10,6	557.63
527279	VITOSH	CHRISTINE M. VITOSH						
	CMV 1915	04/30/18	01	APR 2018 ADMIN HEARINGS		CE TOTAL:	500.00 500.00	*
	CMV 1917	04/29/18	04	TEXT AMENDMNENT RELATED TO ESCROW DEPOSITS FOR ENGINEERING REVIEW FEES	01-220-54-00-5462 ** COMMENT ** ** COMMENT **		98.16	
			0.5	ENGINEERING REVIEW FEES		CE TOTAL:	98.16	*
					CHECK TOTAL:		5	598.16
527280	WATERSYS	WATER SOLUTIONS UNLI	MITED	, INC				

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

TIME: 14:04:38

ID: AP211001.WOW

CHECK REGISTER

FY 18

INVOICES DUE ON/BEFORE 05/22/2018

INVOICE ITEM CHECK # VENDOR # INVOICE # DATE # DESCRIPTION ACCOUNT # PROJECT CODE ITEM AMT 527280 WATERSYS WATER SOLUTIONS UNLIMITED, INC 3,723.60 44340 04/27/18 01 PHOSPHATE 51-510-56-00-5638 3,723.60 * INVOICE TOTAL: CHECK TOTAL: 3,723.60 527281 WAUBONSE WAUBONSEE COMMUNITY COLLEGE 2018 SPRING COE-18 03/12/18 01 04/18/18 & 04/25/18 COE CLASS 01-120-54-00-5412 231.66 02 REGISTRATION - SIMMONS ** COMMENT ** 231.66 * INVOICE TOTAL: CHECK TOTAL: 231.66 527282 WELDSTAR WELDSTAR 01651239 04/24/18 01 CYLINDER RENTAL 01-410-54-00-5485 16.74 INVOICE TOTAL: 16.74 * CHECK TOTAL: 16.74 527283 WTRPRD WATER PRODUCTS, INC. 0279999 04/23/18 01 BAND REPAIR CLAMPS 51-510-56-00-5640 281.20 INVOICE TOTAL: 281.20 * CHECK TOTAL: 281.20 527284 YORKACE YORKVILLE ACE & RADIO SHACK 165623 04/26/18 01 CORNER BRACE, SCREWS, NUTS 01-410-56-00-5620 6.76 INVOICE TOTAL: 6.76 * CHECK TOTAL: 6.76 527285 YORKSELF YORKVILLE SELF STORAGE, INC

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: 05/15/18

UNITED CITY OF YORKVILLE CHECK REGISTER

TIME: 14:04:38 ID: AP211001.W0W FY 18

INVOICES DUE ON/BEFORE 05/22/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE		DESCRIPTION	ACCOUNT #		ITEM AMT	
527285	YORKSELF	YORKVILLE SELF STORA	AGE, I	NC				
	042318-45	04/23/18	01	APR 2018 STORAGE RENTAL		E TOTAL:	80.00 80.00	*
					CHECK TOTAL:			80.00
527286	YOUNGM	MARLYS J. YOUNG						
	040518	04/30/18		04/05 PUBLIC SAFETY MEETING MINUTES	01-110-54-00-5462 ** COMMENT **		54.25	
					INVOIC	E TOTAL:	54.25	*
	041118	04/25/18	06	PZC MEETING MINUTES TEXT AMENDMENT ON ENGINEERING REVIEW FEES			13.35 13.35	
					INVOIC	E TOTAL:	26.70	*
	041718	04/29/18	01	04/17/18 PW MEETING MINUTES		E TOTAL:	53.00 53.00	*
					CHECK TOTAL:		1	33.95
527287	ZENON	ZENON COMPANY						
	6804	04/23/18	01	WHEEL HUB KIT	79-790-56-00-5640 INVOIC	E TOTAL:	181.00 181.00	*
					CHECK TOTAL:		1	81.00

225,571.45 TOTAL CHECKS PAID:

TOTAL DIRECT DEPOSITS PAID: 9,708.41

235,279.86 TOTAL AMOUNT PAID:

01-110) ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-12	0 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-21	0 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-22	0 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-41	O STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-64	O ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-11	1 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

Page 27 of 47

DATE: 05/15/18 UNITED CITY OF YORKVILLE

TIME: 14:26:29 PRE-CHECK RUN EDIT ID: AP211001.W0W

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
527289	ADVAAUTO	ADVANCED AUTOMATION	& CON	TROLS				
	18-2860	05/03/18	01	WELL 4 & 7 MAINTENANCE		5 DICE TOTAL:		*
					CHECK TOTAL:		1,1	23.80
D000870	ANTPLACE	ANTHONY PLACE YORKVI	LLE L	P				
	JUN-18	05/15/18	02	ASSISTANCE PROGRAM RENT	01-640-54-00-542 ** COMMENT ** ** COMMENT ** INVO	7 DICE TOTAL:	517.00 517.00	*
					DIRECT DEPOSIT T	'OTAL:	5	17.00
527290	BCBS	BLUE CROSS BLUE SHIE	LD					
	040618	04/06/18	01 02 03 04 05 06 07 08 09 10	MAY 2018 HEALTH INS	01-110-52-00-521 01-120-52-00-521 01-210-52-00-521 01-220-52-00-521 01-410-52-00-521 01-640-52-00-521 79-790-52-00-521 51-510-52-00-521 52-520-52-00-521 INVO	6 6 6 0 6 6 6 6	55,690.21 5,531.66 10,267.15 8,117.36 11,770.20 6,649.37 11,284.04 4,091.40 5,531.64	
527291	BCBS	BLUE CROSS BLUE SHIE	LD					
	050718	05/08/18	01	MAY 2018 DENTAL INS	01-110-52-00-522	3	654.41	

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	

INVOICES DUE ON/BEFORE 05/22/2018

CHECK #	VENDOR # INVOICE #	INVOI DATE			ACCOUNT #	PROJECT CODE	ITEM AMT	
527291	BCBS	BLUE CROSS BLUE	SHIELD					
	050718	05/08	/18 02	MAY 2018 DENTAL INS	01-110-52-00-523	37	144.23	
			03	MAY 2018 DENTAL INS	01-120-52-00-522			
			04	MAY 2018 DENTAL INS	01-210-52-00-522	23 23	4,036.19	
			05	MAY 2018 DENTAL INS	01-220-52-00-522	23	438.06	
			06	MAY 2018 DENTAL INS	01-410-52-00-522	23	613.57	
			07	MAY 2018 DENTAL INS	01-640-52-00-524	1	580.04	
			08	MAY 2018 DENTAL INS	79-790-52-00-522	23	798.64	
			09	MAY 2018 DENTAL INS	79-795-52-00-522	23 23 23 23	544.88 688.37	
			10	MAY 2018 DENTAL INS	51-510-52-00-522	23	688.37	
			11	MAY 2018 DENTAL INS	52-520-52-00-522	23	325.11	
			12	MAY 2018 DENTAL INS	82-820-52-00-522	23	438.06	
					INVO	DICE TOTAL:	9,694.25	*
					CHECK TOTAL:		9,69	4.2
527292	BCBS	BLUE CROSS BLUE	SHIELD					
	050818	05/08	/18 01	JUNE 2018 HEALTH INS	01-110-52-00-521	.6	9,205.97	
			02	JUNE 2018 HEALTH INS	01-120-52-00-521	.6	4,177.12	
			03	JUNE 2018 HEALTH INS	01-210-52-00-521	. 6	55,690.21	
			04	JUNE 2018 HEALTH INS	01-220-52-00-521	.6 .6	5,531.66	
			05	JUNE 2018 HEALTH INS	01-410-52-00-521	. 6	10,267.15	
			06	JUNE 2018 HEALTH INS	01-640-52-00-524	10	8,117.36	
			07	JUNE 2018 HEALTH INS	79-790-52-00-521			
			08	JUNE 2018 HEALTH INS	79-795-52-00-521			
			09	JUNE 2018 HEALTH INS	51-510-52-00-521		11,284.04	
			10	JUNE 2018 HEALTH INS	52-520-52-00-521		4,091.40	
			11	JUNE 2018 HEALTH INS	82-820-52-00-521	- 6	5,531.64	
			12	JUNE 2018 DENTAL INS	01-110-52-00-522		654.41	
			13	JUNE 2018 DENTAL INS	01-110-52-00-523	37	144.23	
			14	JUNE 2018 DENTAL INS	01-120-52-00-522	23	432.69	
			15	JUNE 2018 DENTAL INS	01-210-52-00-522 01-220-52-00-522	23	4,036.19	
			16	JUNE 2018 DENTAL INS	01-220-52-00-522			
			17	JUNE 2018 DENTAL INS	01-410-52-00-522	23	613.57	

01-110	ADMINISTRATION
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREET OPERATIONS
01-640	ADMINSTRATIVE SERVICES
11-111	FOX HILL SSA

42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPT 82-820 LIBRARY OPERATIONS

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

CHECK #	VENDOR # INVOICE #	INVOICE DATE		DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527292	BCBS	BLUE CROSS BLUE SHIE	LD					
	050818	05/08/18	19 20 21 22	JUNE 2018 DENTAL INS	79-790-52-00-5223 79-795-52-00-5223 51-510-52-00-5223 52-520-52-00-5223		580.04 798.64 544.88 688.37 325.11 438.06 142,010.37 *	37
527293	BENJAMIM	MATT BENJAMIN						
	050318	05/03/18	01	REFEREE	79-795-54-00-5462 INVOIC	CE TOTAL:	108.00 108.00 *	
					CHECK TOTAL:		108.0	00
527294	BEYERD	DWAYNE F BEYER						
	050318	05/03/18	01	REFEREE	79-795-54-00-5462 INVOI	CE TOTAL:	72.00 72.00 *	
					CHECK TOTAL:		72.0	00
527295	BKFD	BRISTOL KENDALL FIRE	DEPA	RT.				
	043018-DEV	05/11/18	01	FEB-APR 2018 DEVELOPMENT FEES		CE TOTAL:	57,500.00 57,500.00 *	
					CHECK TOTAL:		57,500.0	00
527296	BNYMGLOB	THE BANK OF NEW YORK	MELI	ON				
	252-2106715	05/09/18	01	SERIES 2013 ADMIN FEES	82-820-54-00-5498 INVOI	CE TOTAL:	1,100.00 1,100.00 *	
					CHECK TOTAL:		1,100.0	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	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
527297	BSNSPORT BSN/PA	ASSON'S/GSC/CON	LIN S	PORTS				
	902209823	05/03/18	01	LEAGUE ICE PACKS	79-795-56-00-5606 INVOI	CE TOTAL:	75.00 75.00	
					CHECK TOTAL:			75.00
527298	CINTASFP CINTAS	CORPORATION F	IRE 6	36525				
	OF94024714-19	04/04/18		MAY-JUNE MONITORING AT 3299 LEHMAN CROSSING	51-510-54-00-5445 ** COMMENT **		140.67	
					INVOI	CE TOTAL:	140.67	*
	OF94024872-19	04/09/18		MAY-JUNE MONITORING AT 610 TOWER	51-510-54-00-5445 ** COMMENT **		140.67	
					INVOI	CE TOTAL:	140.67	*
					CHECK TOTAL:		;	281.34
527299	DEARNATI DEARBO	ORN NATIONAL LI	FE					
	050918	05/09/18	02 03 04 05 06 07 08 09 10	JUNE 2018 VISION INS	01-120-52-00-5224 01-210-52-00-5224 01-220-52-00-5224 01-410-52-00-5224 01-640-52-00-5242 79-790-52-00-5224 51-510-52-00-5224 52-520-52-00-5224 82-820-52-00-5222 INVOI			
					CHECK TOTAL:		1,	355.70

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	

CHECK #		INVOICE DATE	#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527300	DEKANE	DEKANE EQUIPMENT CO	DRP.					
	IA56921	05/01/18	01	FILTERS, ELEMENTS, GAUGE	01-410-56-00-5640 INVOIC	E TOTAL:	146.86 146.86	*
	IA56938	05/01/18	01	RETURNED FILTER CREDIT		E TOTAL:	-6.97 -6.97	
					CHECK TOTAL:		1	39.89
527301	EEI	ENGINEERING ENTERPE	RISES,	INC.				
	64080	04/30/18	01	YORKVILLE CHRISTIAN SCHOOL		E TOTAL:	9,971.05 9,971.05	
	64081	04/30/18	01	HEARTLAND MEADOWS		E TOTAL:		*
	64090	04/30/18	01	CASEY'S SITE IMPROVEMENTS		E TOTAL:	383.25 383.25	*
	64093	04/30/18	01	HOLIDAY INN EXPRESS & SUITES		E TOTAL:	260.00 260.00	*
	64101	04/30/18	01	ALDI EXPANSION		E TOTAL:	1,117.63 1,117.63	
	64103	04/30/18	01	RAGING WAVES - AQUA FACILITY		E TOTAL:	350.00 350.00	*
	64106	04/30/18	01	RESTORE CHURCH		E TOTAL:	252.00 252.00	*
	64107	04/30/18		CEDARHURST LIVING SITE IMPROVEMENTS	90-101-00-00-0111 ** COMMENT **		267.75	
					INVOIC	E TOTAL:	267.75	*
					CHECK TOTAL:		13,2	271.93

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	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT
527302	FIRST	FIRST PLACE RENTAL					
	293063-1	05/04/18	01	MARKING FLAGS	51-510-56-00-5669 INVO	5 ICE TOTAL:	194.30 194.30 *
					CHECK TOTAL:		194.30
527303	FLATSOS	RAQUEL HERRERA					
	7712	05/03/18	01	2 TIRES	01-410-56-00-5628 INVO	B ICE TOTAL:	145.00 145.00 *
					CHECK TOTAL:		145.00
527304	FRIEDERG	GREG FRIEDERS					
	050318	05/03/18	01	REFEREE	79-795-54-00-5462 INVO	2 ICE TOTAL:	72.00 72.00 *
					CHECK TOTAL:		72.00
527305	GIANTER	RICARDO GANTE					
	050518	05/05/18	01	REFEREE	79-795-54-00-5462 INVO	2 ICE TOTAL:	35.00 35.00 *
					CHECK TOTAL:		35.00
527306	GROUND	GROUND EFFECTS INC.					
	381814-000	05/01/18	01	GRASS SEED	51-510-56-00-5640 INVO	O ICE TOTAL:	108.68 108.68 *
					CHECK TOTAL:		108.68
527307	IMPERINV	IMPERIAL INVESTMENTS					

01-11	10 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-1	20 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-2	10 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-2	20 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-4	10 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-6	40 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-1	11 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

CHECK #	VENDOR # INVOICE #		INVOICE DATE	#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527307	IMPERINV	IMPERIAL	INVESTMENTS						
	MAR 2018-RI	EBATE	05/10/18	02	MAR 2018 BUSINESS DIST REBATE JUN 2017 BUSINESS DIST REBATE SENT IN ERROR	01-000-24-00-2488 ** COMMENT **		4,935.48 -792.68 4,142.80	*
						CHECK TOTAL:		4,14	2.80
527308	INTERDEV	INTERDEV,	LLC						
	CW1015764		05/10/18	01	DELL INTERNAL HARD DRIVES		E TOTAL:	3,635.00 3,635.00	*
						CHECK TOTAL:		3,63	35.00
527309	KENDCROS	KENDALL (CROSSING, LLO	C					
	BD REBATE (03/18	05/10/18		MAR 2018 BUSINESS DIST REBATE JUN 2017 BUSINESS DIST REBATE	01-000-24-00-2487		746.17 792.68 1,538.85	*
						CHECK TOTAL:		1,53	88.85
527310	KENPRINT	ANNETTE N	1. POWELL						
	18-0501-2		05/01/18	01	NOTARY STAMP-ARENTSEN	01-210-54-00-5430 INVOIC	CE TOTAL:	89.90 89.90	*
						CHECK TOTAL:		8	39.90
527311	LAWLESSM	MATTHEW 3	J. LAWLESS						
	050518		05/05/18	01	REFEREE	79-795-54-00-5462 INVOIC	CE TOTAL:	105.00 105.00	*
						CHECK TOTAL:		10	5.00

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	

UNITED CITY OF YORKVILLE PRE-CHECK RUN EDIT

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION				
527312	LET	LAW ENFORCEMENT TRAI	NING,	LLC				
	042018	04/30/18	02	COURTSMART TRAINING PROGRAM ANNUAL SUBSCRIPTION FOR ALL OFFICERS	** COMMENT ** ** COMMENT **			*
					CHECK TOTAL:	E TOTAL.	1,380.00	
527313	MENLAND	MENARDS - YORKVILLE			CHECK TOTAL:		1,3	00.00
	115757	05/04/18		SHINGLE REMOVER, HAMMER TACKER STAPLES	52-520-56-00-5613 ** COMMENT **		84.93	
					INVOIC	E TOTAL:	84.93	*
	15401	05/01/18		EPOX, BOLTS, DRY ERASE MARKERS CAULK GUN	79-790-56-00-5620 ** COMMENT **		30.24	
					INVOIC	E TOTAL:	30.24	*
	15497	05/01/18	01	PADLOCK	79-795-56-00-5607 INVOIC	E TOTAL:	13.97 13.97	*
	15508	05/02/18	01	HEX NUTS	01-410-56-00-5620 INVOIC	E TOTAL:	1.56 1.56	*
	15546	05/02/18	01	TOP MOUNT POST KIT		'E TOTAL:	29.89 29.89	*
	15566	05/02/18	01	CATALYST, DRILL COMBO		'E TOTAL:	8.43 8.43	*
	15773	05/04/18	01	TEFLON TAPE, NIPPLE, QD SET		'E TOTAL:	11.36 11.36	*
	15837	05/04/18	01	DOOR KNOB	79-795-56-00-5640 INVOIC	'E TOTAL:	12.99 12.99	*
					CHECK TOTAL:		1	93.37

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	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527314	MIDWSALT	MIDWEST SALT					
	P439768	05/01/18	01	BULK ROCK SALT	51-510-56-00-5638 INVOI	CE TOTAL:	2,464.45 2,464.45 *
	P439797	05/03/18	01	BULK ROCK SALT	51-510-56-00-5638 INVOI	CE TOTAL:	2,395.45 2,395.45 *
					CHECK TOTAL:		4,859.90
527315	NEOPOST	NEOFUNDS BY NEOPOST					
	051018	05/10/18	01	POSTAGE MACHINE REFILL		CE TOTAL:	500.00 500.00 *
	55684757	04/05/18		05/05-08/04 POSTAGE MACHINE LEASE	01-120-54-00-5485 ** COMMENT ** INVOI	CE TOTAL:	74.13 *
					CHECK TOTAL:		574.13
527316	OMNITRAX	ILLINOIS RAILWAY, LI	ıC				
	050318	05/03/18		RIVERFRONT EASEMENT RAILROAD			4,142.20
			02	LEASE AGREEMENT ANNUAL PYMT	** COMMENT ** INVOI	CE TOTAL:	4,142.20 *
					CHECK TOTAL:		4,142.20
D000871	ORRK	KATHLEEN FIELD ORR &	ASSO	C.			
	15605	05/07/18	02	BAP POWER MATTERS KMP SIGNAGE MATTERS PRESTWICK MATTERS	90-119-00-00-0011 90-116-00-00-0011 90-055-55-00-0011 INVOI		364.59 537.50 967.50 1,869.59 *
					DIRECT DEPOSIT TO	TAL:	1,869.59

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	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527317	OSWEFIRE	OSWEGO FIRE PROTECTI	ON DI	ST.			
	043018-DEV	05/15/18	01	FEB-APR 2018 DEVELOPMENT FEES		CE TOTAL:	1,461.60 1,461.60 *
					CHECK TOTAL:		1,461.60
527318	PEPSI	PEPSI-COLA GENERAL B	SOTTLE				
	54756759	05/07/18	01	BEECHER CONCESSION DRINKS		CE TOTAL:	672.45 672.45 *
					CHECK TOTAL:		672.45
527319	PFPETT	P.F. PETTIBONE & CO.					
	174340	05/06/18	02	2 CITY IDS 1 CITY ID 1 CITY ID	01-110-54-00-5462 51-510-54-00-5462 79-790-54-00-5462 INVOI		22.60 11.80 11.80 46.20 *
					CHECK TOTAL:		46.20
527320	PIAZZA	AMY SIMMONS					
	051118	05/11/18	02		01-120-54-00-5415 ** COMMENT ** ** COMMENT **		29.44
					INVOI	CE TOTAL:	29.44 *
					CHECK TOTAL:		29.44
527321	R0001130	ED WILLIAMS					
	051018	05/10/18		REFUND PYMT RECEIVED FROM COLLECTIONS FOR ACCOUNT	01-000-13-00-1371 ** COMMENT **		241.33

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	

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527321	R0001130	ED WILLIAMS					
	051018	05/10/18	03	#0105196030-26	** COMMENT **	ICE TOTAL:	241.33 *
					CHECK TOTAL:		241.33
527322	R0001557	CAL ATLANTIC HOMES					
	2563 FAIRF	AX 04/05/18	01	SECURITY DEPOSIT REFUND	01-000-24-00-241 INVO	5 ICE TOTAL:	600.00 600.00 *
					CHECK TOTAL:		600.00
527323	R0001751	SAMANTHA LEHEW					
	042818	04/28/18	01	BEECHER DEPOSIT REFUND	01-000-24-00-241 INVO		50.00 50.00 *
					CHECK TOTAL:		50.00
527324	R0001853	DIANA GARCIA					
	050518	05/07/18	01	BEECHER DEPSOIT REFUND	01-000-24-00-241 INVO	O ICE TOTAL:	50.00 50.00 *
					CHECK TOTAL:		50.00
527325	R0001975	RYAN HOMES					
	2838 SILV :	SPG 04/25/18	01	SECURITY DEPOSIT REFUND	01-000-24-00-241 INVO	5 ICE TOTAL:	600.00 600.00 *
					CHECK TOTAL:		600.00
527326	RAGERD	DALE W. RAGER					

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	

FY 19 ID: AP211001.W0W

INVOICES DUE ON/BEFORE 05/22/2018

INVOICE ITEM CHECK # VENDOR # INVOICE # DATE # DESCRIPTION ACCOUNT # PROJECT CODE ITEM AMT 527326 RAGERD DALE W. RAGER 72.00 050318 05/03/18 01 REFEREE 79-795-54-00-5462 72.00 * INVOICE TOTAL: CHECK TOTAL: 72.00 527327 RIETZR ROBERT L. RIETZ JR. 79-795-54-00-5462 72.00 050318 72.00 * INVOICE TOTAL: CHECK TOTAL: 72.00 527328 RIS RECORD INFORMATION SYSTEMS INC 44863 575.00 02 COUNTY DATABASES 6/1/18-6/1/19 ** COMMENT ** INVOICE TOTAL: 575.00 * CHECK TOTAL: 575.00 527329 RUSSPOWE RUSSO HARDWARE INC. 4943736 05/03/18 01 WORM 79-790-56-00-5640 4.87 4.87 * INVOICE TOTAL: 4943741 05/03/18 01 DISCHARGE SHOOT FOR NEW MOWER 25-225-60-00-6060 215.00 INVOICE TOTAL: 215.00 * 4943742 25-225-60-00-6060 9,924.00 INVOICE TOTAL: 9,924.00 * CHECK TOTAL: 10,143.87 D000872 SLEEZERJ JOHN SLEEZER

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	

527333

UPS5361 DDEDC #3, INC

TIME: 14:26:29 PRE-CHECK RUN EDIT FY 19 ID: AP211001.W0W

INVOICES DUE ON/BEFORE 05/22/2018

INVOICE ITEM CHECK # VENDOR # INVOICE # DATE # DESCRIPTION ACCOUNT # PROJECT CODE ITEM AMT D000872 SLEEZERJ JOHN SLEEZER 050118-REIMB 05/01/18 01 BRINE MAKING SEMINAR TRAVEL 01-410-54-00-5415 65.08 02 AND MEAL REIMBURSEMENT-SLEEZER ** COMMENT ** INVOICE TOTAL: 65.08 * DIRECT DEPOSIT TOTAL: 65.08 527330 STEVENS STEVEN'S SILKSCREENING 04/23/18 01 PARTY FOR PATH T-SHIRTS 705.00 13905 79-795-56-00-5606 705.00 * INVOICE TOTAL: 13944 05/01/18 01 PEPPE 5K RUN T-SHIRTS 79-795-56-00-5606 1,563.75 INVOICE TOTAL: 1,563.75 * CHECK TOTAL: 2,268.75 527331 TRCONTPR TRAFFIC CONTROL & PROTECTION 92435 01-410-56-00-5619 204.80 INVOICE TOTAL: 204.80 * 92457 05/02/18 01 SIGN 01-410-56-00-5619 255.70 INVOICE TOTAL: 255.70 * 460.50 CHECK TOTAL: 527332 UNDERGR UNDERGROUND PIPE & VALVE CO 028326 05/03/18 01 DUAL CHECK VALVES 51-510-56-00-5664 4,100.00 INVOICE TOTAL: 4,100.00 * CHECK TOTAL: 4,100.00

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	

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527333	UPS5361	DDEDC #3,	INC						
	050218		05/02/18	01	RACE BIB SHIPPING	79-795-54-00-5452 INVOIC	E TOTAL:	11.25 11.25	*
	050318		05/03/18	01	1 PKG TO KFO	01-110-54-00-5452 INVOIC	E TOTAL:	32.26 32.26	*
						CHECK TOTAL:		4	13.51
527334	VITOSH	CHRISTINE	M. VITOSH						
	CMV 1916		04/29/18		PRESTWICK AMENDMENT TO THE ANNEXATION AGREEMENT	90-055-55-00-0011 ** COMMENT **		182.02	
				02	ANNEXATION AGREEMENT		E TOTAL:	182.02	*
						CHECK TOTAL:		18	32.02
527335	WAUBONSE	WAUBONSEE	COMMUNITY	COLLE	GE				
	2018 SPRING	COE-19	03/12/18		05/02, 05/08, 05/16 & 05/23 COE CLASS REGISTRATION-SIMMONS			463.34	
				02	COE CHASS REGISTRATION-SIMMONS		E TOTAL:	463.34	*
						CHECK TOTAL:		46	53.34
527336	WINDCREK	WINDING CF	REEK NURSER	Y, IN	C				
	202237		04/25/18	01	TREE	01-000-24-00-2426 INVOIC	E TOTAL:	245.00 245.00	*
						CHECK TOTAL:		24	15.00
D000873	YBSD	YORKVILLE	BRISTOL						
	0518SF		05/15/18	01	APR 2018 SANITARY FEES		E TOTAL:	317,572.83 317,572.83	*
						DIRECT DEPOSIT TOT	AL:	317,57	72.83

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: 05/15/18

UNITED CITY OF YORKVILLE

TIME: 14:26:29 PRE-CHECK RUN EDIT FY 19 ID: AP211001.W0W

INVOICES DUE ON/BEFORE 05/22/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
527337	YORKSCHO	YORKVILLE SCHOOL DIST	7 #11	5				
	043018-LC	05/11/18	01	FEB-APR 2018 LAND CASH FEES		E TOTAL:	91,269.96 91,269.96	*
					CHECK TOTAL:		91,2	69.96
527338	YOUNGM	MARLYS J. YOUNG						
	041118-18	04/25/18	01 02 03 04	KMP OUD AMENDMENT FOR SIGNAGE PRESTWICK FINAL PLAT AMENDMENT KMP AMENDMENT FOR RESIDENTIAL LOTS	90-116-00-00-0011 90-055-55-00-0011 90-118-00-00-0011 ** COMMENT **	E TOTAL:	13.35 13.35 13.35	*
	041218	05/06/18	01 02 03	04/12/18 PLAN COUNCIL MEETING MINUTES FOR WINDMILL FARMS SOLAR FARM	** COMMENT ** ** COMMENT **	E TOTAL:	50.75 50.75	*
					CHECK TOTAL:			90.80

493,982.30 TOTAL CHECKS PAID: 320,024.50 TOTAL DIRECT DEPOSITS PAID:

814,006.80 TOTAL AMOUNT PAID:

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	33-XXX ESCNOW DEI OSIT

DATE: 05/11/18
UNITED CITY OF YORKVILLE
TIME: 14:00:10
CHECK REGISTER

INVOICE ITEM

PRG ID: AP215000.WOW

NUMBER DATE # DESCRIPTION ACCOUNT # ITEM AMT

CHECK DATE: 05/09/18

527197 ILLIAUTO ILLINI AUTOLIFT & EQUIPMEMENT

INVOICE

CHECK #

VENDOR #

12447-BLNCE 05/09/1801 BALANCE FOR VEHICLE LIFT 25-225-60-00-6060 3,400.00

INVOICE TOTAL: 3,400.00 *

CHECK TOTAL: 3,400.00

TOTAL AMOUNT PAID: 3,400.00



FY 19

DATE: 05/15/18 TIME: 08:49:17

PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE CHECK REGISTER FY 19

CHECK DATE: 05/15/18

CHECK # VENDOR # INVOICE INVOICE ITEM # DESCRIPTION NUMBER DATE ACCOUNT # ITEM AMT

527201 R0002033 KERIN & RON SKARR

> 20170836-BUILD 05/08/18 01 331 WESTWIND BUILD PROGRAM 23-000-24-00-2445 3,630.00 02 331 WESTWIND BUILD PROGRAM 51-000-24-00-2445 6,370.00

INVOICE TOTAL: 10,000.00 *

CHECK TOTAL: 10,000.00

TOTAL AMOUNT PAID: 10,000.00

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

DATE: 05/16/18 TIME: 12:57:56 UNITED CITY OF YORKVILLE CHECK REGISTER

PRG ID: AP215000.WOW CHECK DATE: 05/17/18

CHECK # VENDOR # INVOICE INVOICE ITEM

NUMBER DATE # DESCRIPTION ACCOUNT # ITEM AMT

.-----

527340 R0002034 NORMAN & SUE WATKINS

20170889-BUILD 05/09/18 01 1011 S CARLY BUILD PROGRAM 25-000-24-21-2445 680.00 02 1011 S CARLY BUILD PROGRAM 51-000-24-00-2445 5,320.00

03 1011 S CARLY 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



UNITED CITY OF YORKVILLE PAYROLL SUMMARY May 18, 2018

	REGULAR	0	VERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$	-	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
CLERK	583.34		-	583.34	8.79	44.61	636.74
TREASURER	83.34		-	83.34	8.79	6.36	98.49
ALDERMAN	3,900.00		-	3,900.00	-	287.32	4,187.32
ADMINISTRATION	30,384.50		-	30,384.50	3,205.56	2,243.30	35,833.36
FINANCE	13,379.61		-	13,379.61	1,411.55	997.28	15,788.44
POLICE	114,512.71		2,526.68	117,039.39	631.07	8,527.62	126,198.08
COMMUNITY DEV.	20,964.86		-	20,964.86	2,149.14	1,555.72	24,669.72
STREETS	14,033.47		-	14,033.47	1,480.52	1,022.44	16,536.43
WATER	17,254.54		18.55	17,273.09	1,822.32	1,243.62	20,339.03
SEWER	8,583.36		-	8,583.36	905.56	631.47	10,120.39
PARKS	21,735.22		409.03	22,144.25	2,336.22	1,623.80	26,104.27
RECREATION	17,778.74		-	17,778.74	1,327.44	1,325.85	20,432.03
LIBRARY	15,898.33		_	15,898.33	883.98	1,185.08	17,967.39
TOTALS	\$ 280,000.36	\$	2,954.26	\$ 282,954.62	\$ 16,170.94	\$ 20,763.96	\$ 319,889.52

TOTAL PAYROLL

\$ 319,889.52



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, May 22, 2018

ACCOUNTS PAYABLE		DATE	
Manual Check Register - FY19 (Page 1)		05/16/2018	14,924.40
City Check Register - FY18 (Pages 2 - 27)		05/22/2018	235,279.86
City Check Register - FY19 (Pages 28 - 42)		05/22/2018	814,006.80
	SUB-TOTAL:		\$1,064,211.06
OTHER PAYABLES			
FY19			
Manual Check #527197 - Illini Autolift (Page 43)		05/09/2018	3,400.00
Manual Check #527201 - Skarr BUILD Check (Page 44)		05/15/2018	10,000.00
Manual Check #527340 - Watkins BUILD Check (Page 45)		05/17/2018	10,000.00
	SUB-TOTAL:		\$23,400.00
PAYROLL			
Bi - Weekly (Page 46)		05/18/2018	\$ 319,889.52
	SUB-TOTAL:		\$319,889.52
TOTAL DISB	URSEMENTS:		\$ 1,407,500.58



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Dolina	

Agenda Item Number
Mayor's Report #1
Tracking Number
CC 2018-27

Agenda Item Summary Memo

Public Works Parks and Recreation

Title: Kennedy Roa	nd Shared Use Path (ITEP)	
Meeting and Date:	City Council – May 22, 2018	_
Synopsis: Consider	ation of Authorizations No. 6 ar	nd 7
Council Action Prev	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requi	red: Majority	
Council Action Req	uested: Consideration of Appro	oval
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agenda Item	Notes:



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: May 1, 2018

Subject: Kennedy Road Shared Use Path (ITEP) – Authorization 6

The purpose of this memo is to present Authorization 6 for the above referenced project.

An authorization, as defined by IDOT, is the written approval of a contract change and the written directive to the contractor to perform said work. By this definition, it alters the contract work from that awarded under the competitive bidding process. An Authorization of Contract Changes signed by the Regional Engineer signifies completed review of and support for the change proposed.

Background:

The State of Illinois and "D" Construction, Inc. entered into an agreement for a contract value of \$753,941.81 for the above referenced project. Construction began on July 17, 2017 and the project is approximately 99.9% complete.

The construction costs are being funded by ITEP funds (federal) and local funds. The maximum federal participation amount is \$883,336.00, inclusive of all change orders (authorizations) associated with this contract.

Questions Presented:

Should the City approve Authorization No. 6 in the amount of (\$5,000)?

Discussion:

<u>Authorization No. 6</u> is a credit to the Contract which represents the savings realized by the Contractor for excavating topsoil onsite versus furnishing topsoil from an offsite source. This savings calculation is based upon no longer needing to truck material from a nearby source.

The net change for all authorizations to date is \$11,154.65 (including authorization No. 6) which is a 1.48% increase to the original contract value bringing a revised contract value to date of \$765,096.46. The City will be responsible for 20% of the total or \$2,230.93 (including authorization No. 6).

We have attached IDOT form BC-22 for Authorization No. 6 for your information. All authorizations have a pre-approval from the IDOT District 3 Local Agency Bureau of Construction Engineer.

We are recommending approval of the Authorization.

Action Required:

Consideration of approval from the City Council for Authorization No. 6.



Authorization No.

Sheet 1 of 1

Authorization of Contract Changes

✓ Contract Adjustment Change Order	PoDI/ PoCI	Date: County: Section:	04/11/2018 Kendall 10-00042-00-BT
✓ Consultant InHouse	☐ Major Change ☑ Minor Change	Route District: Contract:	FAU 3793 3 87628
Consultant's Name:	Engineering Enterprises, Inc.	Job No.: Project No.:	C9308815 TE-00D3 (091)

Contractor:

D Construction

Address:

1488 South Broadway

Coal City

under the fund type or county is indicated by an asterisk.

L 60416-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
		FA	S ID: L22EK01	CCS	Code 0930028				
XXX16400	*	33	CREDIT NON-COMPLIA	ANT W DOLLAR	5,000.000	-1.0000	A	(\$5,000.00)	\$0.00
Amount of	Orig	inal Cc	ontract: \$753,941.8	1		Totals:		(\$5,000.00)	\$0.00
Net Chang	е То	Date:	\$11,154.65	Percent Change:	1.48% N	let Change:		-5,000.00	

Project Location: Kennedy Road, Yorkville, IL

Description and Reason: Per discussion w/ Joe Spika, this credit to the Contract represents a savings realized by the Contractor for excavating topsoil versus furnishing topsoil. This savings calculation is based upon no longer needing to truck material from off site.

Determination: (G2) The undersigned determine that the change is germane to the original contract as signed, because work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract and Departmental policy

THE STATE OF ILLINOIS By the Department of Transportation	
Randall S. Blankenhorn, Secretary	Date
Jeff Heck, Chief Fiscal Officer, Director of F&A	Date
William M. Barnes, Chief Counsel	Date

Date	Regional Engineer	Supervisor: Joe Spika
Date	Engineer of Construction	Supervisor Date Resident: Bart Olson
Date	Director of Highways PI/Chief Engineer	Resident Date
FHWA	Acceptable to Proceed: Yes - No	FHWA Participation: Yes No

Print Date: 04/11/2018

FHWA Representative

Date

BC22 (rev. 01/24/17)



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: May 1, 2018

Subject: Kennedy Road Shared Use Path (ITEP) – Balancing Authorization 7

The purpose of this memo is to present Balancing Authorization No. 7 for the above referenced project.

An authorization, as defined by IDOT, is the written approval of a contract change and the written directive to the contractor to perform said work. By this definition, it alters the contract work from that awarded under the competitive bidding process. An Authorization of Contract Changes signed by the Regional Engineer signifies completed review of and support for the change proposed.

Background:

The State of Illinois and "D" Construction, Inc. entered into an agreement for a contract value of \$753,941.81 for the above referenced project. Construction began on July 17, 2017 and the project is approximately 99.9% complete.

The construction costs are being funded by ITEP funds (federal) and local funds. The maximum federal participation amount is \$883,336.00, inclusive of all change orders (authorizations) associated with this contract.

Questions Presented:

Should the City approve Balancing Authorization No. 7 in the amount of \$32,630.00?

Discussion:

<u>Authorization No. 7</u> is a balancing authorization which deletes unused quantities from the Contract as well as adds additional quantity to the Contract for all pay items. This type of authorization also rounds quantities to final whole numbers per IDOT's standard policy.

The net change for all authorizations to date is \$43,784.65 (including authorization No. 7) which is a 5.81% increase to the original contract value bringing a revised contract value to date of \$797,726.46. The City will be responsible for 20% of the total or \$8,756.93 (including authorization No. 7).

We have attached IDOT form BC-22 for Authorization No. 7 for your information. All authorizations have a pre-approval from the IDOT District 3 Local Agency Bureau of Construction Engineer.

Note that the revised contract value of \$797,726.46 is substantially less than the maximum federal participation amount of \$883,336.00. We have also attached behind the authorization a total projected project cost summary which indicates that the project will fall within the grant and budgeted amounts.

We are recommending approval of the Authorization.

Action Required:

Consideration of approval from the City Council for Balancing Authorization No. 7.



Authorization No. Sheet 1 of 5

Authorization of Contract Changes

Contract Adjustment Change Order	PoDI/ PoCI
✓ Consultant InHouse	Major Change

Date:

04/11/2018

County:

Kendall

Section:

10-00042-00-BT

Route

FAU 3793

District: Contract: 3

Job No.:

87628 C9308815

Project No.:

TE-00D3 (091)

Engineering Enterprises, Inc.

Contractor:

Consultant's Name:

D Construction

Address:

1488 South Broadway

Coal City

60416-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Item No. *		Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
		FA	S ID: L22EK01	CC	CS Code 0930028				
20100110		01	TREE REMOV 6-15	UNIT	202,000	15.4000	D	\$0.00	\$3,110.80
20100210		01	TREE REMOV OVER 15	UNIT	169.000	17.6000	D	\$0.00	\$2,974.40
20101200		01	TREE ROOT PRUNING	EACH	30.000	77.0000	D	\$0.00	\$2,310.00
21001000		01	GEOTECH FAB F/GR STAB	SQ YD	2,339.000	2.2500	Α	\$5,262.75	\$0.00
21101615		01	TOPSOIL F & P 4	SQ YD	14,011.000	3.7500	Α	\$52,541.25	\$0.00
25000210		01	SEEDING CL 2A	ACRE	2.750	3.7400	Α	\$10.29	\$0.00
25000400		01	NITROGEN FERT NUTR	POUND	3.000	1,1000	A	\$3.30	\$0.00
25000500		01	PHOSPHORUS FERT NUTR	POUND	3.000	1.1000	Α	\$3.30	\$0.00

Project Location: Kennedy Road, Yorkville, IL

Description and Reason:

Determination:

(G1) The undersigned determine that the change is germane to the original contract as signed, because

provision for this work is included in the original contract.

THE STATE OF ILLINOIS By the Department of Transportation Randall S. Blankenhorn, Secretary Date Jeff Heck, Chief Fiscal Officer, Director of F&A Date William M. Barnes, Chief Counsel Date

Date	Regional Engineer	Supervisor: Joe Spika	
Date	Engineer of Construction	Resident: Bart Olson	Supervisor Date
Date	Director of Highways PI/Chief Engineer		Resident Date
FHWA	Acceptable to Proceed: Yes No	FHWA Participation: Yes No	Jullo 4/11/18

Print Date: 04/11/2018

FHWA Representative

Date

BC22 (rev. 01/24/17)



Print Date: 04/11/2018

Authorization No. Sheet 2 of 5

Authorization of Contract Changes

· ·			-								
Contract Adjustment Change Order		etment PoDI/ PoCI				Date: County: Section:		04/11/2018 Kendall 10-00042-00-BT			
Consul				Major Ch	U			Route District: Contract:	;	FAU 3793 3 87628	
Consulta	ant's	Nan	ne: Enginee	ring Enterpri	ses, Inc.			Job No.: Project No.:		C9308815 TE-00D3 (091)	
Contrac Address			D Construction 1488 South Bro Coal City		60416-						
estimated qu	uantit	ies ar	rom the plans in the shown below at too county is indicated	the awarded co	ntract prices	designate except as	ed section indicated	of highway improd. The first addition	vemer n of an	nt is authorized and d i item not in the origin	irected. The nal contract
Item No.	*	Cat	Pay Item		Unit	Q	uantity	Unit Price	A/D	Addition	Deduction
25000600		01	POTASSIUM FE	ERT NUTR	POUND		3.000	1.1000	Α	\$3.30	\$0.00
25100125		01	MULCH METH	OD 3	ACRE		1.650	3,850.0000	D	\$0.00	\$6,352.50
28000400		01	PERIMETER EF	ROS BAR	FOOT	13.	,054.000	1.3800	D	\$0.00	\$18,014.52
28000510		01	INLET FILTERS		EACH		46.000	165.0000	D	\$0.00	\$7,590.00
35102000		01	AGG BASE CSE	EB 8	SQ YD		291.000	9.5000	D	\$0.00	\$2,764.50
40201000		10	AGGREGATE-T	EMP ACCESS	TON	44.000		25.0000	D	\$0.00	\$1,100.00
40600275	l u	01	BIT MATLS PR	СТ	POUND	34,	930.000	0.0100	D	\$0.00	\$349.30
40603310		01	HMA SC "C" N	50	TON		34.000	76.8500	Α	\$2,612.90	\$0.00
42001300		01	PROTECTIVE C	OAT	SQ YD		458.000	1.0000	D	\$0.00	\$458.00
Project Loc Description		n: Ke	nnedy Road, York	ville, IL						OF ILLINOIS t of Transportation	I
and Reasor	n:							Randall S. Blank	enhorr	n, Secretary	Date
Determinati	ion:	gei	1) The undersigne rmane to the origir	nal contract as s	signed, beca	use		Jeff Heck, Chie	Fiscal	Officer, Director of F	-&A Date
		provision for this work is included in the original			contract.		William M. Barr	ies, Cl	nief Counsel	Date	
Date		Regional Engineer				Super	visor: J	loe Spika			
Date		Engineer of Construction				Resid	ent: Bar	t Olson		Supervisor	Date
Date			Director of High	nways PI/Chief	Engineer					, Resident ,	Date
FHWA	Ac	cepta	able to Proceed:	Yes	□ No	FHWA	. Participa	ation: Yes		No No	4/11/18

FHWA Representative

Date

BC22 (rev. 01/24/17)



FHWA

Print Date: 04/11/2018

Acceptable to Proceed:

__ Yes __ No

FHWA Participation:

Authorization No. 7
Sheet 3 of 5

Authorization of Contract Changes

\sim											
Contrac			ent	PoDI/ Po	CI		Date: County:		04/11/2018 Kendall		
Change	Ord	ler						Section:		10-00042-00-BT	
✓ Consult	ant			Major Ch Minor Ch	9			Route		FAU 3793	
InHouse	e				ange			District: Contract:		3 87628	
0	.,							Job No.: Project No.:		C9308815 TE-00D3 (091)	
Consulta	nt's	Nam	e: Engineerin	g Enterpri	ses, Inc.					, _ , , ,	
Contract Address			O Construction	-1							
Address			1488 South Broad Coal City	away IL	60416-						
estimated qu	anti	ties are	om the plans in the c shown below at the county is indicated by	awarded co	intract prices	designate except as	ed section of sindicated	of highway impro . The first additio	vemer n of ar	nt is authorized and n item not in the orig	directed. The inal contract
Item No.	*	Cat	Pay Item		Unit	Q	uantity	Unit Price	A/D	Addition	Deduction
42300200		01	PCC DRIVEWAY F	PAVT 6	SQ YD		10.000	65.0000	D	\$0.00	\$650.00
42400200		01	PC CONC SIDEWA	LK 5	SQ FT	1	,586.000	5.7500	Α	\$9,119.50	\$0.00
42400800		01	DETECTABLE WA	RNINGS	SQ FT		137.000	25.0000	Α	\$3,425.00	\$0.00
44000200		01	DRIVE PAVEMEN	T REM	SQ YD 68.		68.000	10.0000	Α	\$680.00	\$0.00
44000500		01	COMB CURB GUT	TER REM	FOOT		141.000	7.0000	Α	\$987.00	\$0.00
44000600		01	SIDEWALK REM		SQ FT	2	,141.000	1.5000	D	\$0.00	\$3,211.50
45100100		01	CRACK ROUTING	(PAVT)	FOOT		310.000	4.0000	Α	\$1,240.00	\$0.00
45100200		01	CRACK FILLING		POUND		103.000	4.0000	Α	\$412.00	\$0.00
550A0340		01	STORM SEW CL A	2 12	FOOT		2.000	45.0000	Α	\$90.00	\$0.00
Project Loc	atio	n: Ke	nnedy Road, Yorkvill	e, IL				THE S	TATE	OF ILLINOIS	
Description										nt of Transportatio	n
and Reason	•							Randall S. Blank	cenhor	n, Secretary	Date
Determination	Determination: (G1) The undersigned determine that the change is germane to the original contract as signed, because				use	se Date				F&A Date	
		рю	vision for this work is	included in	the originar o	ontract.		William M. Barr	nes, Cl	hief Counsel	Date
Date			Regiona	al Engineer		Super	rvisor: Jo	oe Spika			
Date			Engineer o	f Constructi	on			100		Supervisor	Date
						Resid	ent: Bart	Olson			
Date			Director of Highwa	ys PI/Chief	Engineer			-	7/	Resident	Date

FHWA Representative

... Yes No

Date

BC22 (rev. 01/24/17)



Authorization No. Sheet 4 of 5

Authorization of Contract Changes

Contract Adjustment Change Order	PoDI/ PoCI	Date: County: Section;	04/11/2018 Kendall 10-00042-00-BT
✓ Consultant ☐ InHouse	Major Change Minor Change	Route District: Contract:	FAU 3793 3 87628
Consultant's Name:	Engineering Enterprises, Inc.	Job No.: Project No.:	C9308815 TE-00D3 (091)

Contractor:

D Construction

Address:

1488 South Broadway

Coal City

60416-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
56400100		01	FIRE HYDNTS TO BE MVD	EACH	1.000	2,000.0000	D	\$0.00	\$2,000.00
60236200		01	INLETS TA T8G	EACH	1.000	1,500.0000	Α	\$1,500.00	\$0.00
60255500		01	MAN ADJUST	EACH	8.000	550.0000	D	\$0.00	\$4,400.00
60603800		01	COMB CC&G TB6.12	FOOT	117.000	28.0000	Α	\$3,276.00	\$0.00
70101830		01	TRAF CONT-PROT BLR 21	L SUM	1.000	0.0100	D	\$0.00	\$0.01
72000100		01	SIGN PANEL TI	SQ FT	81.000	27.5000	Α	\$2,227.50	\$0.00
72800100		01	TELES STL SIN SUPPORT	FOOT	200.000	11.0000	Α	\$2,200.00	\$0.00
78000400		01	THPL PVT MK LINE 6	FOOT	180.000	1.0000	Α	\$180.00	\$0.00
78000600		01	THPL PVT MK LINE 12	FOOT	569.000	1.9800	Α	\$1,126.62	\$0.00

L

Description and Reason:

Determination:

(G1) The undersigned determine that the change is germane to the original contract as signed, because

provision for this work is included in the original contract.

Randall S. Blankenhorn, Secretary Dat Jeff Heck, Chief Fiscal Officer, Director of F&A	THE STATE OF ILLINOIS By the Department of Transportation	
Jeff Heck, Chief Fiscal Officer, Director of F&A	Randall S. Blankenhorn, Secretary	Date
Dat	Jeff Heck, Chief Fiscal Officer, Director of F&A	Date

Date	Regiona	ll Engineer	Sı	upervisor: Joe Spil	ka		
Date	Engineer of	f Construction	Re	esident: Bart Olson		Supervisor	Date
Date	Director of Highway	ys PI/Chief Engine	er			Resident	Date
FHWA	Acceptable to Proceed:	Yes	No FH	HWA Participation:	Yes	No Sall	4/11/18

Print Date: 04/11/2018

FHWA Representative

Date

BC22 (rev. 01/24/17)



Print Date: 04/11/2018

Authorization No.
Sheet 5 of 5

Authorization of Contract Changes

Contract Adjustment Change Order		PoDI/ PoCI			Date: County: Section:	ŀ	04/11/2018 Kendall I0-00042-00-BT		
Consultant InHouse			Major Change Minor Change			Route District: Contract: Job No.:		FAU 3793 8 87628 09308815	
Consultan	ıt's Na	me: En	gineering Enterpri	ses, Inc.		Project No.:		E-00D3 (091)	
Contracto Address:	or:	D Consti 1488 So Coal City	uth Broadway	60416-					
timated qua	intities a	are shown be	ans in the construction of elow at the awarded condicated by an asterisk.	ntract prices	designated sec except as indic	tion of highway impro ated. The first additio	vemen n of an	t is authorized and o item not in the origi	directed. The nal contract
em No.	* Cat	Pay Iter	n	Unit	Quant	ity Unit Price	A/D	Addition	Deductio
000650	01	THPL P	VT MK LINE 24	FOOT	38.0	00 4.4000	D	\$0.00	\$167.20
9300100	10	REM &	DIS UNS MAT REP C	SQ YD	4.0	00 14.0000	D	\$0.00	\$56.00
300200	01	THPL L	ΓR & SYM	SQ FT	0.4	00 4.9500	D	\$0.00	\$1.98
003424	01	CONN T	O EXIST STRUCT	EACH	1.0	1,000.0000	Α	\$1,000.00	\$0.00
066700	01	STAB D	RIVEWAYS 10	SQ YD	6.0	40.0000	Α	\$240.00	\$0.00
Amount of Original Contract: \$753,941.81					Totals:		\$88,140.71	\$55,510.71	
et Change	To Date	:	\$43,784.65 Pe	rcent Change	e: 5.81%	Net Change:		32,630.00	
eject Locat scription I Reason:	tion: K	ennedy Roa	ad, Yorkville, IL				ırtmen	OF ILLINOIS t of Transportation , Secretary	n Date
termination	g	ermane to th	ersigned determine that ne original contract as s this work is included in	signed, becai	ause				F&A Date
provision for this wor					William M. Barnes, Chief Counse			Date	
ate			Regional Engineer		Superviso	r: Joe Spika			
ate			Engineer of Construction	on	Resident:	Bart Olson		Supervisor	Date
ıte		Director	of Highways PI/Chief	Engineer				Resident	Date .
HWA	Accep	table to Pr	oceed: Yes	No	FHWA Parti	cipation: Yes		No lo	1/11

FHWA Representative

Date

BC22 (rev. 01/24/17)

ITEP - KENNEDY ROAD BIKE TRAIL (IL 47 TO MILL ROAD) PROPOSED FINAL PROJECT COSTS UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

MAY 1, 2018

	TOTAL	FEDERAL	LOCAL
ENGINEERING PHASE I/II - COMPLETE (% MATCH)	\$ 236,545.22	\$ 189,236.18 (80%)	\$ 47,309.04 (20%)
R.O.W COMPLETE (% MATCH)	\$ 21,000.00	\$ - (0%)	\$ 21,000.00 (100%)
ENGINEERING PHASE III (% MATCH)	\$ 159,728.17	\$ 127,782.54 (80%)	\$ 31,945.63 (20%)
CONSTRUCTION (% MATCH)	\$ 797,726.46	\$ 638,181.17 (80%)	\$ 159,545.29 (20%)
CONSTRUCTION - RAILROAD (% MATCH)	\$ 119,452.39	\$ 95,561.91 (80%)	\$ 23,890.48 (20%)
PROJECT TOTAL	\$ 1,334,452.24	\$ 1,050,761.80	\$ 283,690.44
			** Total Local Share
TOTAL GRANT	\$ 1,387,280.00		

G:\Public\Yorkville\2011\YO1144-P Kennedy Road Bike Path-Phase I\Eng\City Budget\[Projected Final Costs - May 1, 2018.xls]Proposed Costs



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

Agenda Item Number
Mayor's Report #2
Tracking Number
CC 2018-28

Agenda Item Summary Memo

	genuu zeem su	J			
Title: Community	Development Vehicle Purchase	es			
Meeting and Date:	City Council - May 22, 2018	3			
Synopsis: Community Development is proposing to purchase 2 vehicles through the					
State pu	urchase program. Money is bu	dgeted in FY19			
Council Action Pro	eviously Taken:				
	•				
Date of Action:		1:			
Item Number:					
Type of Vote Requ	ired: Positive				
Council Action Re	quested: Approval				
		_			
Submitted by:	Eric Dhuse	Public Works			
	Name	Department			
	Agenda Iter	m Notes:			



Memorandum

To: Public Works Committee

From: Krysti J. Barksdale-Noble, Community Development Director

Eric Dhuse, Director of Public Works

CC: Bart Olson, Administrator

Date: May 1, 2018

Subject: Community Development Vehicle Purchase

Summary

The Community Development Department is requesting permission to purchase two (2) vehicles through the State Purchase program.

Background

On March 27, 2018 the City Council approved the sale of three (3) vehicles used by the Community Development/Building Departments. All of these vehicles were either purchased used or given to the department long after their useful life expectancy was over. The department, however, continued to maintain the vehicles as long as possible until the needed repairs outweighed their value and eventually became too dangerous to drive.

To ensure that our employees have reliable, safe modes of transportation to conduct daily duties, the following vehicles are proposed to be purchased through the State Purchase Program from Morrow Brothers Ford in Greenfield, Illinois:

VEHICLE	BASE COST	EXTRA KEY	VEHICLE DELIVERY	TRANSFER LICENSE & TITLE	TOTAL
Ford F150 standard cab pickup truck 4x2 (6-speed Automatic Transmission)	\$19,990.00	\$60.00	\$225.00	\$175.00	\$20,450.00
Ford F150 standard cab pickup truck 4x4 (10-speed Automatic Transmission)	\$24,075.00	\$60.00	\$225.00	\$175.00	\$24,535.00
TOTAL					\$44,985.00

These vehicles will be primarily used by the Building Code Official and Building Inspector to conduct on-site inspections of agricultural, commercial, residential and manufacturing zoned properties. The 4-wheel drive (4x4) vehicle is needed for traversing new construction sites (i.e. farm fields, varying terrain or dirt surfaces), while the 2-wheel drive (4x2) vehicle will be used for inspecting improved work sites (i.e. hard surfaces or roads constructed). The V-6 engine with 10-speed automatic transmission is also highly recommended for 4x4 vehicles.

Currently, the Community Development Department has \$40,000.00 budgeted for vehicle purchase in FY 19. It is anticipated the additional \$4,985.00 can be easily funded from other line items within the Community Development Department FY 19 budget, such as inspection services or travel and lodging expenses.

Recommendation

It is recommended that the two (2) vehicles listed above are approved for purchase at a price of \$44,985.00 from Morrow Brothers Ford. For your review, attached is the State purchase bid sheets and the quote from the car dealer. Please let me know if you have any questions or need further information.

WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • Greenfield, IL • 62044





STATE OF ILLINOIS F150 TRUCK GOVERNMENT PRICING

ORDERING AGENCY:			
CONTACT PERSON: _		CELL:	
FORD FLEET #	PU	RCHASE ORDER #	
QUANTITY:		_ COST EACH: \$	
ADDRESS:			
CITY:	_ ZIP CODE:	TAX EXEMPT	# E999
PHONE:	FAX:	EMAIL:	
TOTAL ORDER COST	:\$		
SIGNATURE		TITLE	

Morrow Brothers Ford Inc. 1242 Main Street Greenfield, IL 62044 Phone # 1-217-368-3037 Fax # 1-217-368-3517

Email: richie@morrowbrothersfordinc.com

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

PAYMENT DUE UPON DELIVERY

2018 F150 STANDARD EQUIPMENT

MECHANICAL

- 3.3L V6 PFDI 290 HP (standard 4x2/4x4; NA with 157" or 163.7" WB)
- Electronic-Shift-On-the-Fly (ESOF) with 4x4
- Axle, Front Independent Front Suspension (IFS)
- Brakes 4-Wheel Disc with ABS
- Electronic Six-Speed Automatic Transmission with 3.3L V6
- Electronic Ten-Speed Automatic Transmission (standard w/3.5L V6 EcoBoost®, 2.7L V6 EcoBoost®, & 5.0L V8 engines)
- Fail-Safe Cooling
- Jack
- Electric Parking Brake
- Shock Absorbers, Gas Heavy-Duty, Front and Rear
- Springs, Front Coil
- Springs, Rear Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering Power, Rack-and-Pinion
- 200 Amp Alternator

EXTERIOR

- Bumper and Fascia, Front Black
- Bumper, Rear Black
- Cargo Lamp Integrated with 3rd Brake Light
- Easy Fuel® Capless Fuel-Filler
- Exhaust Single Rear
- Fuel Tank
 - Standard Range 23 Gallon (Regular Cab and SuperCab)
 - Standard Range 26 Gallon (SuperCrew®)
- Fully Boxed Steel Frame
- 4 Hooks Pickup Box Tie-Down
- 2 Front Tow Hooks (standard on 4x4)
- Mirrors, Sideview Manual-folding, Manual Glass
- Spare Tire Carrier Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate removable with key lock
- Tires
 - 245/70R 17 BSW all-season tires (A/S) BSW 4x2
 - 265/70R 17 OWL all/season/all-terrain tires (A/S A/T) 4x4
- Trailer Sway Control
- Wheels 17" Silver Steel
- Wipers Intermittent speed

INTERIOR / COMFORT

- Manual Windows and Door Locks
- Black Vinyl Floor Covering
- Cupholder, deployable under 20% seat
- Dome Light
- AM/FM Stereo
- Gauges and Meters Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges;
 Speedometer, Odometer, Tachometer
- Grab Handles
 - Front A-Pillar, Driver and Passenger Side
 - Rear B-Pillar (SuperCrew®)
- Horn Dual-Note
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Powerpoint 12V Front
- Rearview Mirror, Day/Night
- · Scuff Plate, Driver and Front-Passenger Doors
- Seat. 40/20/40 Vinyl
- Steering Wheel, Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side: Visor with Mirror, Passenger-Side

SAFETY / SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger Front Airbags
 - Driver and Passenger Seat-Mounted Side Airbags
- Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Halogen Headlamps
- Rear View Camera
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- Tire Pressure Monitoring System (TPMS)

DRIVER ASSIST TECHNOLOGY

Autolamp – Auto On/Off Headlamps

2018 F150 CAB / POWERTRAIN / COLOR OPTIONS

F150 4x2 REGULAR CAB, 8' BE	CHARGE	SELECTION
290 HP V6 FFV with 6-Speed Automatic Transmission	\$19,990.00	
325 HP EcoBoost® V6 with 10-Speed Automatic Transmission	\$20,970.00	
375 HP EcoBoost® V6 with 10-Speed Automatic Transmission	\$22,490.00	
395 HP V8 FFV with 10-Speed Automatic Transmission	\$21,990.00	
4x4 Option	Add \$3,105.00	

F150 4x2 SUPER CAB, 6'-6" BE	CHARGE	SELECTION
290 HP V6 FFV with 6-Speed Automatic Transmission	\$20,290.00	
325 HP EcoBoost® V6 with 10-Speed Automatic Transmission	\$21,270.00	
375 HP EcoBoost® V6 with 10-Speed Automatic Transmission	\$22,790.00	
395 HP V8 FFV with 10-Speed Automatic Transmission	\$21,050.00	
8' Bed Option (not available with 290 HP V6)	Add \$355.00	
 4x4 Option (4x4 on 8' Bed Super Cab Requires 375 HP V6 or 395 HP V8) 	Add \$3,105.00	

F150 4x2 CREW CAB, 5'-6" BED	CHARGE	SELECTION
290 HP V6 FFV with 6-Speed Automatic Transmission	\$22,370.00	
325 HP EcoBoost® V6 with 10-Speed Automatic Transmission	\$23,280.00	
375 HP EcoBoost® V6 with 10-Speed Automatic Transmission	\$24,970.00	
395 HP V8 FFV with 10-Speed Automatic Transmission	\$23,185.00	
6'-6" Bed Option (not available with 290 HP V6)	Add \$355.00	
 4x4 Option (4x4 on 6'-6" Bed Super Cab Requires 375 HP V6 or 395 HP V8) 	Add \$3,105.00	

EXTERIOR COLOR	PAINT CODE	CHARGE	SELECTION
Stone Gray Metallic	D1	\$0.00	
Shadow Black	G1	\$0.00	
Magnetic Metallic	J7	\$0.00	
Blue Jeans Metallic	N1	\$0.00	
Race Red	PQ	\$0.00	
Lightning Blue Metallic	N6	\$0.00	
Ingot Silver Metallic	UX	\$0.00	
Oxford White	YZ	\$0.00	
SPECIAL ORDER PAINT:			
School Bus Yellow	84\$53	Add \$880.00	
Omaha Orange	W5684E	Add \$880.00	
Green Gem	W7515G	Add \$880.00	

INTERIOR SEATING	SEATING	CHARGE	SELECTION
Vinyl 40/20/40 Front-Seat	Standard (AG)	\$0.00	
Cloth 40/20/40 Front-Seat	Optional (CG)	Add \$30.00	
Cloth 40/Console/40 Front-Seats with Flow-through Console	Optional (WG)	Add \$310.00	
Cloth 40/blank/40 Front-Seats with Center-Section deleted, Vinyl Rear Bench	Optional (SG)	Add \$270.00	

2018 F150 OPTIONAL EQUIPMENT

	OPTION CODE	CHARGE	SELECTION
E-Locking Rear Axle	XL_	Add \$390.00	
Engine Block Heater	41H	Add \$90.00	
XL Power Equipment Group Power Windows, Power Door- Locks with Flip Key and Integrated Key Transmitter keyless- entry (includes Autolock), Power Tailgate Lock, Perimeter Alarm, Illuminated Entry, Manual- folding, Power Glass Sideview Mirrors	85A	Add \$1,080 00	0
AM/FM with Single-CD	58B	Add \$290.00	
AM/FM Single-CD w/SinusXM® Radio (incl. a 6-month prepaid subscription)	58C	Add \$490.00	
Bluetooth SYNC® *Requires 50S Cruise	52P	Add \$440.00	
• Cruise Control	50S	Add \$210.00	- i
XL Chrome Appearance Package: Chrome Bumpers, 17" Aluminum Wheels, Fog Lamps	86A	Add \$775.00	
CNG/Propane Gaseous Engine Prep Pack (req. V8 engine)	98G	Add \$330.00	
53A Class IV Tow Package (incl. Trailer Tow Connector, 4-pin/7-pin wiring, Class IV Trailer Hitch Receiver, Upgraded Cooling and Upgraded Stabilizer Bar)	53A	Add \$590.00	
• Integrated Trailer Brake Controller	67T	Add \$275.00	
• 53C Max Trailer Tow (req. with H.D. Payload Pkg and 375 HP Ecoboost)	53C	Add \$795.00	
Heavy-Duty Payload Package (req. 53A Trailer Tow Pkg. with 395 HP V8 engine, 8' Bed) *Not Available with Crew Cab	627	Add \$1,580.00	0
• LT245/70R17E BSW all-terrain tires (A/T)	T7C	Add \$310.00	
Skid Plates (4x4 only)	413	Add \$150.00	
Grip Strut 7" Powder Coated Aluminum Running Boards	LVR	Add \$585.00	0
Black Platform Running Boards	18B	Add \$280.00	0
Box Side Steps	63S	Add \$325.00	
Tailgate Step (with Tailgate Lift Assist)	63T	Add \$375.00	
 Manual-folding, Power Glass Sideview Mirrors with Heat, Turn Signal, Auto-Dimming Feature (Driver's Side), High-Intensity LED Security Approach Lamps, LED Sideview mirror Spotlights and Black Skull Caps (incl. interior auto-dimming rearview mirror) (req. 85A XL Power Equipment Group and Rear-Window, Fixed Privacy Glass with Defroster 924/57Q) 	54R/59S	Add \$480.00	
 Manual-folding, Manually Telescoping, Manual Glass Trailer Tow Mirrors with Black Skull Caps (NA with 290 HP V6 PFDI engine, 85A XL Power Equipment Group; req. 53A Trailer Tow Pkg.) 	54M	Add \$110.00	
 Manual-folding, Manually Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High- Intensity LED Security Approach Lamps, LED Sideview mirror Spotlights and Black Skull Caps; req. 85A XL Power Equipment Group and 53A Trailer Tow Pkg. and Rear- Window, Fixed Privacy Glass with Defroster 924/57Q) 	54Y/59S	Add \$580.00	
Rear-Window, Fixed Privacy Glass with Defroster	924/57Q	Add \$320.00	
Reverse Sensing System (requires Trailer Tow Pkg.)	76R	Add \$275.00	
Fog Lamps (Incl. in 86A XL Chrome Appearance Pkg)	595	Add \$140.00	
Color-coordinated Carpeted Floor Covering	168	Add \$145.00	B
Extended Range 36 Gallon Fuel Tank	655	Add \$455.00	
Spray-in Bedliner	96W	Add \$595.00	
Drop-in Bedliner	96P	Add \$395.00	
XL SSV (Special Service Vehicle) Package (req. 395 HP V8 or 375 HP V6 engine)	66S	Add \$50.00	
Backup Alarm System	85H	Add \$125.00	
Daytime Running Lamps (DRL)	942	Add \$45.00	
Driver's Side Whelen LED Spotlight	DSS	Add \$410.00	
4 Splash Guards, Body Molded	SPG	Add \$290.00	
Fire Extinguisher with Mount	FEM	Add \$170.00	
Extra Key, no Remote	KNR	Add \$60.00	
Codes Marrodth Deserts	KWR	Add \$180.00	
Extra Key with Remote	SCD	Add \$275.00	
Service Manual CD ROM			
Service Manual CD ROM New M, MP, Sheriff License and Title	LIC	Add \$175.00	
Service Manual CD ROM			

2018 F150 OPTIONAL EQUIPMENT

LIFT GATE	CHARGE	SELECTION
Thieman TT15ET Lift Gate (56" x 26" + 5" Steel Platform, 1500# Lift Capacity, Dual Drive Cylinder Lift; Rust Proof, Painted Black) < Price Includes Tailgate Delete Credit>	Add \$3,480.00	
Platform Size Upgrade (53" x 42" + 5")	Add \$290.00	
Aluminum Platform Upgrade	Add \$780.00	

TOOL BOXES (WeatherGuard)	CHARGE	SELECTION
Tread Plate Aluminum Cross Box	Add \$790,00	

SAFETY LIGHTING (includes all parts, labor, and installation)	CHARGE	SELECTION
WHELEN 4 Corner LED Vertex Kit	Add \$690:00	
WHELEN Century 16" LP LED Mini Bar	Add \$495.00	
ACARI No Holes Drilled Light Mount (Required for Light Mounting)	Add \$280.00	
WHELEN Liberty II Fully Populated 54" Super LED Light Bar (incl. Alley Lights, Work Lights, Traffic Advisor and Switch Control Center)	Add \$2,380.00	
Cab/Back Glass Protector	Add \$590.00	

FIBERGLASS CAB-HIGH TOPPER	CHARGE	SELECTION
 Paint to Match, Clear-Coated, Tinted Sliding Side Windows, Picture Front Window, LED Third Brake Light, Dome Light, Key Locking, Clamps and Installation 	Add \$2,490 00	0
Lift-up Side Windows	Add \$270.00 pair	
Delete Side Windows	\$0.00	
Raised Roof Topper	Add \$480.00	

FIBERGLASS BED COVER	CHARGE	SELECTION
Paint to Match, Clear-Coated, Lift Assist Arms, Key Locking	Add \$2,390.00	



WWW.MORROWBROTHERSFORDINC.COM

Route 267 South • RR 2 Box 120 • GREENFIELD IL 62044 (217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

May 8, 2018

City of Yorkville Illinois

New 2018 Ford F150 4 x 4 - Regular Cab 145" W.B.

With the Following Optional Equipment: G1 Black Exterior, Interior Vinyl 40/20/40 Seat 325HP EcoBoost V6 EFI Engine 1- Extra Key NO Remote Delivery to Yorkville, IL. All Other Standard Equipment

Illinois Government Price \$24,360.00

Options:

*Trailer Tow Package	Add \$	590.00
Spray in Bed Liner	Add \$	595.00
New Municipal License/Title	Add \$	175.00

^{*}Recommended

Additional options can be added on an as required basis. Any and all trade ins are welcome regardless of miles or condition. Let me know if you have any questions.

Sincerely,

Richie Morrow Wellenkamp Fleet Manager/Vice President Morrow Brothers Ford, Inc.



WWW.MORROWBROTHERSFORDINC.COM

Route 267 South • RR 2 Box 120 • GREENFIELD IL 62044 (217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

May 8, 2018

City of Yorkville Illinois

New 2018 Ford F150 4 x 2 – Regular Cab 145" W.B.

With the Following Optional Equipment: G1 Black Exterior, Interior Vinyl 40/20/40 Seat 29HP V6 EFI Engine 1- Extra Key NO Remote Delivery to Yorkville, IL. All Other Standard Equipment

Illinois Government Price \$20,275.00

Options:

*Trailer Tow Package	Add \$	590.00
Spray in Bed Liner	Add \$	595.00
New Municipal License/Title	Add \$	175.00

^{*}Recommended

Additional options can be added on an as required basis. Any and all trade ins are welcome regardless of miles or condition. Let me know if you have any questions.

Sincerely,

Richie Morrow Wellenkamp Fleet Manager/Vice President

Morrow Brothers Ford, Inc.



Re	viev	ved	By

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

	- .		
Agenda	Item	Num	hei

Mayor's Report #3

Tracking Number

ADM 2018-39

Agenda Item Summary Memo

Title: Monthly Trea	surer's Report for April 2018	
Meeting and Date:	City Council - May 22, 2018	
Synopsis:		
Council Action Pres	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requi	red: Majority	
Council Action Req	uested: Approval	_
Submitted by:	Rob Fredrickson	Finance
	Name	Department
	Agenda Item No	tes:

EST. 1836

UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending April 30, 2018

Cash Basis

THE INTE				Cush Busis						Duoinatad
WILE ILL	Beginning Fund Balance	April Revenues	YTD Revenues	Revenue Budget	% of Budget	April Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 6,214,089	\$ 1,013,640	\$ 15,713,948	\$ 15,137,621	104%	\$ 953,312	\$ 14,704,145	\$ 15,762,920	93%	\$ 7,223,892
Special Revenue Funds										
15 - Motor Fuel Tax	792,224	37,970	497,486	494,116	101%	100,271	588,986	756,137	78%	700,725
79 - Parks and Recreation	445,877	129,975	2,000,388	1,987,762	101%	178,092	1,863,535	2,023,877	92%	582,730
72 - Land Cash	250,316	12,422	137,713	90,500	152%	17,697	627,193	645,000	97%	(239,164)
87 - Countryside TIF	(495,753)	-	198,294	225,000	88%	892	162,359	163,516	99%	(459,818)
88 - Downtown TIF	97,556	-	76,186	70,000	109%	23,444	809,298	1,132,742	71%	(635,556)
11 - Fox Hill SSA	14,742	-	9,366	9,365	100%	675	16,396	23,000	71%	7,712
12 - Sunflower SSA	(15,776)	-	13,480	13,480	100%	675	18,067	29,735	61%	(20,363)
Debt Service Fund										
42 - Debt Service	-	29,165	326,528	320,225	102%	75	321,275	320,225	100%	5,253
Capital Project Funds										
25 - Vehicle & Equipment	270,408	120,007	555,328	329,845	168%	32,277	334,836	599,925	56%	490,900
23 - City-Wide Capital	1,355,529	198,315	1,712,552	2,705,765	63%	30,337	3,720,141	3,669,526	101%	(652,061)
Enterprise Funds										
* 51 - Water	2,826,145	674,703	4,798,350	4,297,767	112%	145,309	4,054,780	5,158,503	79%	3,569,714
* 52 - Sewer	1,378,031	294,959	2,858,223	2,604,442	110%	78,366	2,788,285	3,005,500	93%	1,447,969
Library Funds										
82 - Library Operations	489,054	17,550	718,516	719,057	100%	45,555	686,342	803,154	85%	521,228
83 - Library Debt Service	-	3	760,989	760,396	100%	- -	760,395	760,396	100%	594
84 - Library Capital	19,904	11,452	100,500	35,010	287%	7,561	52,545	35,000	150%	67,859
Total Funds	\$ 13,642,346	\$ 2,540,160	\$ 30,477,846	\$ 29,800,351	102%	\$ 1,614,538	\$ 31,508,577	\$ 34,889,156	90%	\$ 12,611,614

^{*} Fund Balance Equivalency

As Deputy Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.

Rob Fredrickson, Finance Director/Deputy Treasurer



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

Agenda Item Number
Mayor's Report #4
Tracking Number
ADM 2018-43

Agenda Item Summary Memo

Title: Required Rep	orting to Municipa	ality by Yorkville Polic	e Pension Board	
Meeting and Date:	City Council – M	Iay 22, 2018		
Synopsis: See attack	hed memo.			
·				
Council Action Prev	viously Taken:			
Date of Action:	A	ction Taken:		
Item Number:				
Type of Vote Requi	red:			
Council Action Req	uested:			
Submitted by:	Rob Fredrick	son	Finance	
·	Name		Department	
	A	Agenda Item Notes:		



Memorandum

To: Administration Committee

From: Rob Fredrickson, Finance Director

Date: May 8, 2018

Subject: Required Reporting to Municipality by Yorkville Pension Board

Please see the attached "Required Reporting to Municipality by the Yorkville Police Pension Board". Information for this "required report" is derived from the Actuarial Valuations for the Fiscal Year Ended 2017 as prepared by the City's actuary, Timothy W. Sharpe (Column 1 – please see Exhibit A for full report) and by the Illinois Department of Insurance (IDOI) Public Pension Division (Column 2 – please Exhibit B for full report).

There are three primary differences between the two valuations including: the actuarial funding methods used; the investment rate of return; and the funding target. The City's actuary uses the Entry Age Normal Funding Method, as required by the Governmental Accounting Standards Board (GASB). The State uses the Projected Unit Credit funding method. For investment rate of return, the City uses a rate of 7%, which is based on the historical rates of return for the Yorkville Police Pension Fund. The State uses an investment return rate of 6.25%, which is based on assumed expectations for all Police Pension Funds (i.e. Article 3 Pension Funds) throughout Illinois. Pursuant to the Funding Policy, the City's funding target is 100%, in comparison with the State's target of 90% funding by the year 2040.

The attached "required report" summarizes various financial, investment and annuitant information associated with the Yorkville Police Pension Fund. Highlights from the report are discussed below, and will focus on the City's actuarial valuation numbers unless otherwise specified.

- Section 1 shows total fund assets, valued at \$8,275,725 which is a 13.0% increase over the previous year.
- Section 2 identifies receipts (revenues) from employee contributions and all other sources of income (i.e. City's contribution) from FY 2017, which totaled \$1,059,471.
- Section 3(b) is important from the City's perspective because it tells us the recommended funding requirement for the pension fund, currently calculated at \$963,361, which was the exact amount levied for the pension fund during the 2017 tax levy process. This represents a slight decrease of \$2,850 (0.29%) over the City's FY 2018 actual contribution of \$966,211, which was caused by the Fund meeting its rate of return benchmark and revisions to the mortality tables used in the actuarial assumptions. This will be the sixth year in a row that the City has either met or exceeded the actuarial funding recommendation.
- Section 4 identifies income received from the investment of fund assets, as well as the projected and actual rates of return for the pension fund's investments for the current and preceding fiscal year. Sections 5 and 6 summarize the number of active employees and the amounts paid to annuitants (pensioners).
- Section 7 shows the funding ratio of the fund (42.3%), which is calculated by dividing total assets of \$8.275M by the total accrued liability of \$19.549M. Section 8 shows the unfunded accrued liability amount (difference between total assets and the accrued liability) of \$11,273,592, which is a marginal increase (0.31%) over the previous year amount of \$11,238,814.

As mentioned above, the funding ratio increased by 7.1% at FYE 2017, from 39.5% to 42.3%; due to mortality table revisions and actual investment return essentially breaking even with the assumed rate (7.06% actual v. 7.0% assumed). Mortality tables were updated in the 2017 valuation based on the MP-2016 improvement scale of the RPEC 2014 Mortality Table (developed by the Retirement Plans Experience Committee (RPEC) of the Society of Actuaries), which was revised downward from the MP-2015 improvement scale used in last year's valuation.

Turning to investments, the equity side of the portfolio did quite well in FY 2017; posting a money-weighted rate of return (MWRR) of 14.79%, net of fees. However, pursuant to State Statute, the majority (i.e. 55%) of the pension funds investments are required to be in fixed income securities (US treasury & agency securities, municipal & corporate bonds, etc.), which remained sluggish over the course of the fiscal year due to the continuing low interest rate environment. Fixed income essentially broke even for the year, with a MWRR of -0.33%, net of fees. In general, looking ahead to future fiscal periods, if the long-term actual rate of return exceeds the assumed rate; and actual salary increases are less than assumed; and the City continues to fully fund the plan based on the actuarial recommendation; the percent funded should continue to increase, with the ultimate goal of fully funding the Police Pension Fund by 2040. The rate of return and salary increase assumptions will be reviewed annually by staff and revised accordingly (with City Council approval) should they prove to not be reflective of the Pension Fund's actual long-term performance.

The "Required Report to the Municipality by the Yorkville Pension Board" is an informational item and requires no formal action by the City Council. This report will also be presented to the Yorkville Police Pension Board at their upcoming meeting on May 22, 2018.

Required Reporting to Municipality by Yorkville Police Pension Board As of April 30, 2018

(40 ILCS 5/3-143) (from chapter 108 1/2, paragraph 3143) Section 3143. Report by pension board.

The pension board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for the levying of taxes for the year for which the report is made.

			City's Actuarial Valuation		IDOI Actuarial Valuation	
(1)	Total Assets (actuarial value):	\$	8,275,725	\$	8,231,502	
	Total Assets (market value):	\$	7,965,177	\$	7,965,177	
(2)	Estimated Receipts during the next succeeding fiscal year from:					
	Participant Contributions deducted from payroll	\$	234,058	\$	234,058	
	City Contribution	\$	825,413	\$	825,413	
(3)	Estimated amount required during the next succeeding fiscal year to:					
	(a) pay all pensions and other obligations provided in this Article	\$	481,493	\$	469,494	
	(b) meet the annual requirements of the fund as provided in					
	Sections 3-125- and 3-127; Funding Requirement	\$	963,361	\$	1,047,343	
(4)	Total Net Income received from investment of net assets:	\$	506,033	\$	466,450	
	Assumed Investment Return:		7.00%		6.50%	
	Actual Investment Return:		7.06%		-	
	Total Net Income received from investment of net assets (FYE 4/30/2016):	\$	(30,492)	\$	377,004	
	Assumed Investment Return (FYE 4/30/2016):		7.00%		6.25%	
	Actual Investment Return (FYE 4/30/2016):		-0.46%		-	
(5)	Total number of active employees that are financially contributing to the fund		28		28	

(6) Disbursements to:

(i) Annui	tants in receipt of a regular retirement pension	7	7
Tota	al number of annuitants:	7	7
Tota	al amount that was disbursed in benefits:	\$ 496,668	-
(ii) Recip	pients being paid a disability pension	-	-
Tota	al number of annuitants:	-	-
Tota	al amount that was disbursed in benefits:	\$ -	\$ -
(iii) Surv	ivors and children in receipt of benefits	-	-
Tota	al number of annuitants:	-	-
Tota	al amount that was disbursed in benefits:	\$ -	\$ -
(7) Funded ra	atio of the fund	42.30%	43.00%
(8) Unfunded	Liability	\$ 11,273,592	\$ 10,798,782

⁽⁹⁾ Investment Policy of the pension board under the statutory investment restrictions imposed on the fund.

Certification

I, Greg Sibenaller, President of the Police Pension Board, United City of Yorkville, Kendall County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/3-143.

Witness my hand this 22nd day of May 2018.

Greg Sibenaller, President Yorkville Police Pension Board



CITY OF YORKVILLE YORKVILLE POLICE PENSION FUND

Actuarial Valuation Report

For the Year

Beginning May 1, 2017

And Ending April 30, 2018

TABLE OF CONTENTS

Introduction	Page 3
Summary of Results	4
Actuarial Valuation of Assets	7
Asset Changes During Prior Year	8
Normal Cost	9
Accrued Liability	10
Tax Levy Requirement	11
Summary of Plan Participants	12
Duration	13
Projected Pension Payments	13
Summary of Plan Provisions	14
Actuarial Method	15
Actuarial Assumptions	16
GASB Statements No. 67 & 68 Disclosure	18

INTRODUCTION

Police-sworn personnel of the City of Yorkville are covered by the Police Pension Plan that is a defined-benefit, single-employer pension plan. The purpose of this report is to provide to the Intended Users of this report, specifically the Intended Users are the City Officials, the Pension Board and the City and Pension Board auditors, the reporting requirements of the Illinois Pension Code, the GASB Statements No. 67 & 68 financial information and related actuarial information for the year stated in this report. This report is not intended for distribution or usage to or by anyone who is not an Intended User and should not be used for any other purpose.

The valuation results reported herein are based on the employee data, plan provisions and the financial data provided by the City. The actuary has relied on this information and does not assume responsibility for the accuracy or completeness of this information. I hereby certify that to the best of my knowledge this report is complete and accurate and fairly presents the actuarial position of the Fund in accordance with generally accepted actuarial principles and procedures. In my opinion, the assumptions used are reasonably related to the experience of the Plan and to reasonable expectations. A reasonable request for supplementary information not included in this report should be directed to the undersigned actuary.

The actuary cautions the Intended Users of the possibility of uncertainty or risks in any of the results in this report.

I, Timothy W. Sharpe, am an Enrolled Actuary and a member of the American Academy of Actuaries, and I meet the Qualifications Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,

Timothy W. Sharpe, EA, MAAA

Enrolled Actuary No. 17-4384

Tritty W Shop

8/30/2017

Date

SUMMARY OF RESULTS

There was a change with respect to Actuarial Assumptions from the prior year to reflect revised expectations with respect to mortality rates. The mortality rates have been changed to the RP 2014 Mortality Table (BCHA) projected to 2017 using improvement scale MP-2016 (previously improvement scale MP-2015).

As announced in the Mortality Improvement Scale MP-2015 Report, the Retirement Plans Experience Committee of the Society of Actuaries (RPEC) intends to publish annual updates to the RPEC_2014 model and corresponding mortality improvement scales. The resulting 2016 version of the model presented in this report reflects three additional years of historical U.S. Population mortality data (for 2012, 2013 and 2014) and modification of two input values designed to improve the model's year-over-year stability. Scale MP-2016 is based on this 2016 version of the RPEC_2014 model along with the committee-selected assumption set for 2016. For the ten years ending in 2009 the average annual age-adjusted mortality improvement rates in the United States for those between ages 50 and 95 were 1.93% for males and 1.46% for females. The corresponding averages for the five-year period ended in 2014 were 0.60% and 0.42%, respectively. As a result of this pattern, the Scale MP-2016 rates presented in this report are generally lower than Scale MP-2015 rates, which were lower than Scale MP-2014 rates.

There were no changes with respect to Plan Provisions or Actuarial Methods from the prior year.

Based on the plan sponsor's funding policy and future expected plan contributions and funded status, the plan is to be expected to produce adequate assets to make benefit payments when they are due.

The benefit payment default risk or the financial health of the plan sponsor was not deemed to be material.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

SUMMARY OF RESULTS (Continued)

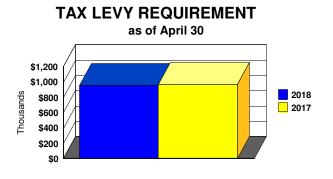
There were no unexpected changes with respect to the participants included in this actuarial valuation (0 new members, 0 terminations, 2 retirements (1 deferred), 0 incidents of disability, annual payroll increase 1.1%, average salary increase 8.7%).

There were no unexpected changes with respect to the Fund's investments from the prior year (annual investment return 7.06%).

The City's Tax Levy Requirement has decreased slightly from \$966,211 last year to \$963,361 this year (0.3%). The slight decrease in the Tax Levy is due to the new deferred retirement and the changes to the assumptions, and was offset due to the increase in salaries. The Percent Funded has increased from 39.5% last year to 42.3% this year.

SUMMARY OF RESULTS (Continued)

	For Year Ending April 30					
		<u>2018</u>		<u>2017</u>		
Tax Levy Requirement	\$	963,361	\$	966,211		
			as of May 1			
		<u>2017</u>		<u>2016</u>		
City Normal Cost		321,722		344,400		
Anticipated Employee Contributions		229,976		227,429		
Accrued Liability		19,549,317		18,565,358		
Actuarial Value of Assets		8,275,725		7,326,544		
Unfunded Accrued Liability/(Surplus)		11,273,592		11,238,814		
Amortization of Unfunded Accrued Liability/(Surplus)		578,615		558,601		
Percent Funded		42.3%		39.5%		
Annual Payroll	\$	2,320,642	\$	2,294,948		

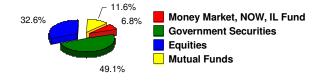


ACTUARIAL VALUATION OF ASSETS

		as of May 1	
	<u>2017</u>		<u>2016</u>
Money Market, NOW, IL Fund	\$ 538,571	\$	213,240
Government Securities	3,898,237		3,616,708
Equities	2,584,856		2,045,645
Mutual Funds	917,884		980,038
Interest Receivable	27,277		27,184
Miscellaneous Receivable/(Payable)	(1,648)		(1,648)
Market Value of Assets	<u>7,965,177</u>		<u>6,881,167</u>
Actuarial Value of Assets	\$ 8,275,725	\$	7,326,544

FYE 2014-2017 (Gain)/Loss: \$137,607; (\$29,983); \$497,196; (\$4,122)

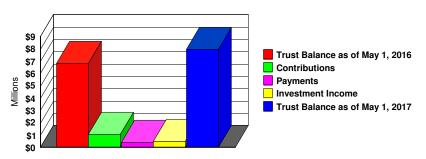
SUMMARY OF ASSETS As Of May 1, 2017



ASSET CHANGES DURING PRIOR YEAR

Trust Balance as of May 1, 2016		\$ 6,881,167
Contributions		
City	825,413	
Employee	234,058	
Total		1,059,471
Payments		
Benefit Payments	469,494	
Expenses	<u>11,999</u>	
Total		481,493
Investment Income		506,033
Trust Balance as of May 1, 2017		\$ 7,965,177
Approximate Annual Rate of Return		7.06%

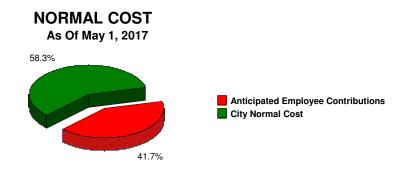
ASSET CHANGES DURING PRIOR YEAR



NORMAL COST

The Normal Cost is the actuarial present value of the portion of the projected benefits that are expected to accrue during the year based upon the actuarial valuation method and actuarial assumptions employed in the valuation.

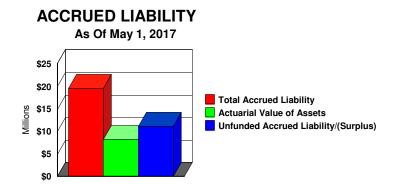
		as of May 1	
	<u>2017</u>		<u>2016</u>
Total Normal Cost	\$ 551,698	\$	571,829
Anticipated Employee Contributions	<u>229,976</u>		227,429
City Normal Cost	<u>321,722</u>		<u>344,400</u>
Normal Cost Payroll	\$ 2,320,642	\$	2,294,948
City Normal Cost Rate	13.86%		15.01%
Total Normal Cost Rate	23.77%		24.92%



ACCRUED LIABILITY

The Accrued Liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and actuarial assumptions employed in the valuation. The Unfunded Accrued Liability is the excess of the Accrued Liability over the Actuarial Value of Assets.

			as of May 1	
Accrued Liability		<u>2017</u>		<u>2016</u>
Active Employees	\$	11,648,350	\$	10,970,585
		0		0
Children Annuities		0		0
Disability Annuities		0		0
Retirement Annuities		7,730,838		7,477,707
Surviving Spouse Annuities		0		0
Terminated Vested Annuities		<u>170,129</u>		<u>117,066</u>
Total Annuities		7,900,967		7,594,773
Total Accrued Liability		19,549,317		18,565,358
		0.255.505		5.226.544
Actuarial Value of Assets		8,275,725		7,326,544
Unfunded Accrued Liability/(Surplus)	\$	11,273,592	\$	11,238,814
Chranaca recraca Elacinty (Guipius)	Ψ	11,213,372	Ψ	11,220,014
Percent Funded		42.3%		39.5%

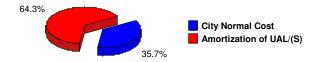


TAX LEVY REQUIREMENT

The Public Act 096-1495 Tax Levy Requirement is determined as the annual contribution necessary to fund the normal cost, plus the amount to amortize the excess (if any) of ninety percent (90%) of the accrued liability over the actuarial value of assets as a level percentage of payroll over a thirty (30) year period which commenced in 2011, plus an adjustment for interest. The 100% amortization amount is equal to the amount to amortize the unfunded accrued liability as a level percentage of payroll over a thirty (30) year period which commenced in 2011.

	For Year Ending April 30			
		<u>2018</u>		<u>2017</u>
City Normal Cost as of Beginning of Year	\$	321,722	\$	344,400
Amortization of Unfunded Accrued Liability/(Surplus)		578,615		558,601
Interest for One Year		63,024		63,210
Tax Levy Requirement as of End of Year	\$	<u>963,361</u>	\$	<u>966,211</u>
Public Act 096-1495 Tax Levy Requirement				
1) Normal Cost (PUC)		403,867		402,647
2) Accrued Liability (PUC)		18,652,468		17,726,967
3) Amortization Payment		436,851		428,822
4) Interest for One Year		58,850		58,203
5) PA 096-1495 Tax Levy Requirement (1 + 3 + 4)	\$	899,568		889,672

TAX LEVY REQUIREMENT For Fiscal Year Ending April 30, 2018



SUMMARY OF PLAN PARTICIPANTS

The actuarial valuation of the Plan is based upon the employee data furnished by the City. The information provided for Active participants included:

Name

Sex

Date of Birth

Date of Hire

Compensation

Employee Contributions

The information provided for Inactive participants included:

Name

Sex

Date of Birth

Date of Pension Commencement

Monthly Pension Benefit

Form of Payment

Membership	<u>2017</u>	<u>2017</u>	<u>2016</u>	<u>2016</u>
Current Employees				
Vested	20		21	
Nonvested	<u>8</u>		<u>9</u>	
Total	<u>28</u>		<u>30</u>	
Inactive Participants	<u>A</u>	nnual Benefits	<u>A</u>	nnual Benefits
Children	0 \$	0	0 \$	0
Disabled Employees	0	0	0	0
Retired Employees	7	496,668	6	452,093
Surviving Spouses	0	0	0	0
Terminated Vesteds	<u>2</u>	41,588	<u>1</u>	<u>25,834</u>
Total	<u>9</u>	<u>538,256</u>	<u>7</u>	<u>477,927</u>
Annual Payroll	\$	2,320,642	\$	2,294,948

SUMMARY OF PLAN PARTICIPANTS (Continued)

Age and Service Distribution

Service Age	0-4	5-9	10-14	15-19	20-24	25-29	30+	Total	Salary
20-24									
25-29	5							5	66,867
30-34		3	2					5	80,714
35-39	1	1	5	1				8	80,599
40-44		2	1	1				4	83,695
45-49					4			4	101,186
50-54				1	1			2	99,210
55-59									
60+									
Total	<u>6</u>	<u>6</u>	<u>8</u>	<u>3</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>28</u>	<u>82,880</u>
Salary	67,166	82,317	81,576	86,531	102,309				

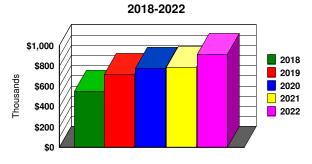
Average Age: 37.7 Average Service: 11.2 Average Future Service: 11.3

DURATION (years) Active Members: 20.6 Retired Members: 11.8 All Members: 17.1

PROJECTED PENSION PAYMENTS

<u>2018</u> <u>2019</u> <u>2020</u> <u>2021</u> <u>2022</u> \$555,407 \$719,591 \$778,505 \$788,133 \$914,306

PROJECTED PENSION PAYMENTS



SUMMARY OF PLAN PROVISIONS

The Plan Provisions have not been changed from the prior year.

The City of Yorkville Police Pension Fund was created and is administered as prescribed by "Article 3. Police Pension Fund - Municipalities 500,000 and Under" of the Illinois Pension Code (Illinois Compiled Statutes, 1992, Chapter 40). A brief summary of the plan provisions is provided below.

Employees attaining the age of (50) or more with (20) or more years of creditable service are entitled to receive an annual retirement benefit of (2.5%) of final salary for each year of service up to (30) years, to a maximum of (75%) of such salary.

Employees with at least (8) years but less than (20) years of credited service may retire at or after age (60) and receive a reduced benefit of (2.5%) of final salary for each year of service.

Surviving spouses receive the greater of (50%) of final salary or the employee's retirement benefit.

Employees disabled in the line of duty receive (65%) of final salary.

The monthly pension of a covered employee who retired with (20) or more years of service after January 1, 1977, shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least (55) years, by (3%) of the originally granted pension. Beginning with increases granted on or after July 1, 1993, the second and subsequent automatic annual increases shall be calculated as (3%) of the amount of the pension payable at the time of the increase.

Employees are required to contribute (9.91%) of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than (20) years of service, accumulated employee contributions may be refunded without accumulated interest.

For Employees hired after January 1, 2011, the Normal Retirement age is attainment of age 55 and completion of 10 years of service; Early Retirement age is attainment of age 50, completion of 10 years of service and the Early Retirement Factor is 6% per year; the Employee's Accrued Benefit is based on the Employee's final 8-year average salary not to exceed \$106,800 (as indexed); Cost-of-living adjustments are simple increases (not compounded) of the lesser of 3% or 50% of CPI beginning the later of the anniversary date and age 60; Surviving Spouse's Benefits are 66 2/3% of the Employee's benefit at the time of death.

ACTUARIAL METHODS

The Actuarial Methods employed for this valuation are as follows:

Projected Unit Credit Cost Method (for years beginning on or after 2011 for PA 096-1495)

Under the Projected Unit Credit Cost Method, the Normal Cost is the present value of the projected benefit (including projected salary increases) earned during the year.

The Accrued Liability is the present value of the projected benefit (including projected salary increases) earned as of the actuarial valuation date. The Unfunded Accrued Liability is the excess of the Accrued Liability over the plan's assets. Experience gains or losses adjust the Unfunded Accrued Liability.

Entry Age Normal Cost Method

Under the Entry Age Normal Cost Method the Normal Cost for each participant is computed as the level percentage of pay which, if paid from the earliest age the participant is eligible to enter the plan until retirement or termination, will accumulate with interest to sufficiently fund all benefits under the plan. The Normal Cost for the plan is determined as the sum of the Normal Costs for all active participants.

The Accrued Liability is the theoretical amount that would have accumulated had annual contributions equal to the Normal Cost been paid. The Unfunded Accrued Liability is the excess of the Accrued Liability over the plan's assets. Experience gains or losses adjust the Unfunded Accrued Liability.

ACTUARIAL ASSUMPTIONS

The Actuarial Assumptions used for determining the Tax Levy Requirement and GASB Statements No. 67 & 68 Disclosure Information are the same (except where noted) and have been changed from the prior year (discussion on page 4). The methods and assumptions disclosed in this report may reflect statutory requirements and may reflect the responsibility of the Principal and its advisors. Unless specifically noted otherwise, each economic and demographic assumption was selected in accordance with Actuarial Standards of Practice 27 and 35 and may reflect the views and advice of advisors to the Principal. In the event a method or assumption conflicts with the actuary's professional judgment, the method or assumption is identified in this report. The Actuarial Assumptions employed for this valuation are as follows:

Valuation Date May 1, 2017

Asset Valuation Method 5-year Average Market Value (PA 096-1495)

Investment Return 7.00% net of investment expenses.

Salary Scale 5.00%

Mortality RP 2014 Mortality Table (BCHA) projected to 2017

using improvement scale MP-2016.

Withdrawal Based on studies of the Fund and the Department of

Insurance, Sample Rates below

Disability Based on studies of the Fund and the Department of

Insurance, Sample Rates below

Retirement Based on studies of the Fund and the Department of

Insurance, Sample Rates below (100% by age 70)

Marital Status 80% Married, Female spouses 3 years younger

ACTUARIAL ASSUMPTIONS (Continued)

Sample Annual Rates Per 100 Participants

Age	<u>Withdrawal</u>	<u>Disability</u>	Retirement
20	10.00	0.05	
25	7.50	0.05	
30	5.00	0.22	
35	3.00	0.26	
40	2.00	0.40	
45	2.00	0.65	
50	3.50	0.95	20.00
55	3.50	1.30	25.00
60	3.50	1.65	33.00
65	3.50	2.00	50.00
70			100.00

GASB STATEMENTS NO. 67 & 68 DISCLOSURE INFORMATION

Plan Membership	April 30, 2017
Inactive plan members or beneficiaries	7
currently receiving benefits	
Inactive plan members entitled to but not	2
yet receiving benefits	
Active plan members	<u>28</u>
Total	28 37
Net Pension Liability of the City	
Total pension liability	19,549,317
Plan fiduciary net position	7,965,177
City's net pension liability	11,584,140
Plan fiduciary net position as a percentage	40.74%
of the total pension liability	
Actuarial Assumptions	
Inflation	2.50%
Salary increases	5.00%
Investment rate of return	7.00% net of expenses

The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Lia	ability to Changes	in the Discount Rate	
	1% Decrease	Current Discount Rate	1% Increase
	6.00%	7.00%	8.00%
Net Pension Liability	14,700,655	11,584,140	9,064,306

GASB STATEMENTS NO. 67 & 68 DISCLOSURE INFORMATION (continued)

Schedule of Changes in the City's Net Pension Liability and Related Ratios	
Total Pension Liability	April 30, 2017
Service cost	611,857
Interest	1,283,143
Changes of benefit terms	0
Differences between expected and actual experience	123,907
Changes of assumptions	(565,454)
Benefit payments, including refunds of member	469,494
contributions	
Net change in total pension liability	983,959
Total pension liability - beginning	18,565,358
Total pension liability - ending	19,549,317
Plan Fiduciary Net Position	
Contributions - employer	825,413
Contributions - member	234,058
Net investment income	506,033
Benefit payments, including refunds of member	469,494
contributions	407,474
Administrative expense	11,999
Other	0
Net change in plan fiduciary net position	1,084,011
Plan fiduciary net position - beginning	6,881,167
Plan fiduciary net position - ending	7,965,177
Than fluction for position chang	7,703,177
City's net pension liability	11,584,140
Plan fiduciary net position	40.74%
as a percentage of the total pension liability	
Covered-employee payroll	2,320,642
Covered-employee payron	2,320,042
City's net pension liability	499.18%
as a percentage of covered-employee payroll	

GASB STATEMENTS NO. 67 & 68 DISCLOSURE INFORMATION (continued)

Schedule of City Contributions

Other

Actuarially determined contribution	April 30, 2017 825,413
Contributions in relation to the actuarially determined contribution	825,413
Contribution deficiency (Excess)	0
Covered-employee payroll	2,320,642
Contributions as a percentage of covered-employee payroll	35.57%
Notes to schedule	
Valuation date	April 30, 2017
Methods and assumptions used to determine contribution rates:	
Actuarial cost method	Entry Age Normal
Amortization method	Level Percentage of Pay
Remaining amortization period	24 years
Asset valuation method	Market Value
Inflation	3.00%
Salary increases	5.00%
Investment rate of return	7.00%
Retirement age	50-70
Mortality	RP 2014 projected to 2017

Mortality rates were based on the RP 2014 Mortality Table (BCHA) projected to 2017 using improvement scale MP-2016. The other non-economic actuarial assumptions used in the April 30, 2017 valuation were based on the results of an actuarial experience study conducted by the Illinois Department of Insurance dated September 26, 2012.

YORKVILLE POLICE PENSION FUND Actuarial Valuation Report

Exhibit B

Showing Assets and Liabilities of the Fund in Accordance with Actuarial Reserve Requirements as of May 1, 2017 Summary

Accrued Liability			\$19,030,284
Actuarial Value of Assets			\$8,231,502
Unfunded Accrued Liability			\$10,798,782
Funded Ratio			43%
	Liabilities		
Reserves for Annuities and Benefits in Force			
	Head Count:	Present Value:	
Retirement Annuities	7	8,760,227	
Disability Annuities	0	0	
Surviving Spouse Annuities	0	0	
Minor Dependent Annuities	0	0	
Deferred Retirement Annuities	2	211,055	
Handicapped Dependent Annuities	0	0	
Dependent Parent Annuities	0	0	
Terminated Liabilities	2	4,580	
Total:	11		\$8,975,862
Accrued Liabilities for Active Members	28		\$10,054,422
Total Accrued Liabilities			\$19,030,284
Total Normal Cost for Active Members			\$707,342
Total Normal Cost as a Percentage of Payroll			30%
Total Annual Payroll			\$2,320,642
Amortization of Unfunded Liabilities:			
Total Accrued Liability			\$19,030,284
90% Funded Ratio Target			\$17,127,256
Actuarial Value of Assets			\$8,231,502
Liabilities Subject to Amortization			\$8,895,754
Amortization Period			23 years
Amortization Payment, Beginning of Year			\$508,369

This report is provided to the Board and Municipality as part of the Public Pension Division advisory services under Section 1A-106 of the Illinois Pension Code. This report should not be relied upon for purposes other than determining the current tax levy required under the Illinois Pension Code. The assumptions have been set based on expectations for all Article 3 funds in the State of Illinois. The actuarial methods are prescribed by the Illinois Pension Code and do not necessarily represent the approach recommended by either the actuary or the Department of Insurance. This report was prepared under the direct supervision of the undersigned:

Alex Rivera (Enrolled Actuary #17-5970) Lance Weiss (Enrolled Actuary #17-2468) GRS Deputy Director Public Pension Division Illinois Department of Insurance

YORKVILLE POLICE PENSION FUND Actuarial Valuation Report

Assets

Adduction Value of Addets	
Current Year Gain/(Loss):	
Market value of assets as of April 30, 2016	\$6,881,167
Benefit payments during fiscal year 2017	(469,494)
Total contributions during fiscal year 2017	1,059,471
Expected return during fiscal year 2017	466,450
Expected market value of assets as of April 30, 2017	\$7,937,594
Actual market value of assets as of April 30, 2017	\$7,965,177
Investment gain/(loss) during the fiscal year	\$27,583
Development of Actuarial Value of Assets (market value less unrecognized amounts):	
Market value of assets as of April 30, 2017	\$7,965,177
Unrecognized gain/(loss) from fiscal 2017	22,066
Unrecognized gain/(loss) from fiscal 2016	(286,647)
Unrecognized gain/(loss) from fiscal 2015	17,680
Unrecognized gain/(loss) from fiscal 2014	(19,424)
Actuarial value of assets as of April 30, 2017	\$8,231,502
Actuarially Determined Employer Contributions	
Actuarially determined amount to provide the employer normal cost based on the annual payroll of active participants as of May 1, 2017.	\$477,366
Amount necessary to amortize the unfunded accrued liability as determined by the State of Illinois Department of Insurance over the remaining 23 years as prescribed by Section 3-125 of the Illinois Pension Code.	\$508,369
Interest to the end of the fiscal year.	\$61,608
Total suggested amount of employer contributions to arrive at the annual requirements of the fund as prescribed by Section 3-125 of the Illinois Pension Code. *	\$1,047,343

^{*}The above figure is the suggested amount which should be obtained by the fund from the municipality exclusive of any other items of income, such as interest on investments, contributions from participants, etc. These items have already been taken into consideration in arriving at this amount.

12/20/2017 12:59:23 PM Fund Number: 3335 BID: 20170403 Page 2 of 3

YORKVILLE POLICE PENSION FUND **Actuarial Valuation Report**

Actuarial Information

The following methods have been prescribed in accordance with Section 3-125 of the Illinois Pension Code.

Funding method Projected Unit Credit

Amortization method Normal cost, plus an additional

> amount (determined as a level percentage of payroll) to bring the plan's funded ratio to 90% by the

end of fiscal year 2040.

Asset valuation method Investment gains and losses are

recognized over a 5-year period.

Actuarial Assumptions

Interest rate 6.25%

Interest rate, prior fiscal year 6.50%

Healthy mortality rates - Male RP-2014 Healthy Annuitant with Blue

Collar Adjustment, males

Healthy mortality rates - Female RP-2014 Healthy Annuitant with Blue

Collar Adjustment, females

115% of RP-2014 Healthy Annuitant Disability mortality rates - Male

with Blue Collar Adjustment, males

115% of RP-2014 Healthy Annuitant Disability mortality rates - Female with Blue Collar Adjustment, females

Decrements other than mortality Experience tables

Rate of service-related deaths 10% Rate of service-related disabilities 60%

Salary increases Service-related table with rates

grading from 11.00% to 3.50% at 33

vears of service

3.50% Payroll growth

Tier 2 cost-of-living adjustment 1.25%

Marital assumptions

80% of members are assumed to be married; male spouses are

assumed to be 3 years older than

female spouses.

The actuarial assumptions used for determining the above amounts are based on experience for all Article 3 funds for the State of Illinois in aggregate. The Department of Insurance has approved the above actuarial assumptions. Contact the Department of Insurance for complete experience tables.

Data and Fund Information

The above valuation uses personnel data as reported to the Department of Insurance in the Schedule P. Specifically, the following data items have been determined as of the date of the Actuarial Valuation Report: attained age, annual salary or pension, completed years of service of each individual participant.

The fund specific information used in the production of this document was provided to the Department of Insurance by your pension fund board of trustees through the fund's annual statement filing.

Additional critical information regarding actuarial assumptions and methods, and important actuarial disclosures are provided in the Actuarial Valuation Report Disclosures Document located on the following Illinois DOI Website (https://insurance.illinois.gov/Applications/Pension/FOIAReporting/FOIAPortal.aspx)

12/20/2017 12:59:23 PM Fund Number: 3335 BID: 20170403 Page 3 of 3



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

Agenda Item Number
Mayor's Report #5
Tracking Number
ADM 2018-44

Agenda Item Summary Memo

Title: Fiscal Year 20	19 – Downtown TIF Fund Bud	lget Amendment	
Meeting and Date: (Meeting and Date: City Council – May 22, 2018		
Synopsis: Please see	e attached memo.		
Council Action Prev	iously Taken:		
Date of Action: N/A	Action Taken:		
Item Number:			
Type of Vote Requir	Type of Vote Required: Supermajority (6 out of 9)		
Council Action Requested: Approval			
Submitted by:		Finance	
	Name	Department	
	Agenda Item	Notes:	



Memorandum

To: Administration Committee

From: Rob Fredrickson, Finance Director

Date: May 9, 2018

Subject: Fiscal Year 2019 Budget Amendment – Downtown TIF

Summary

Amend the Fiscal Year 2019 (88) Downtown TIF Fund budget to carryover project costs for maintenance, repair and removal work for the property located at 206 Heustis Street (\$121,663) and west alley sidewalk replacement (\$12,300); and remove revenues and expenditures associated with the ITEP – Downtown Hill project.

Background

The attached budget amendment would carryover the appropriated expenditures initially budgeted in Fiscal Year 2018 for the maintenance, repair and removal work related to the property located at 206 Heustis Street in the downtown area; and Fiscal Year 2017 for sidewalk replacement on the northeast corner of Main and Van Emmon Streets (i.e. west alley). Pursuant to the attached resolution (Exhibit 1), the contract for the 206 Heustis project was awarded by City Council on July 11, 2017 to All Union Fence Company, in an amount not to exceed \$121,662.35. As shown on Exhibit 2 (page 13 – action points 4 & 5), the west alley sidewalk replacement was initially included as a budget amendment in Fiscal Year 2017. Exhibit 3 shows a proposal from Peloza Construction for sidewalk replacement in the amount of \$12,300.

In addition, it was recently announced that the City will not receive Illinois Transportation Enhancement Program (ITEP) grant funding for the Downtown Hill project; thus, staff is recommending that grant related line items within the TIF budget be removed. This revision would yield a net budgetary savings of \$12,634, which would offset the additional cost associated with the west alley sidewalk replacement mentioned above.

Recommendation

Staff recommends approval of the attached ordinance.

Ordinance No. 2018-____

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2018 AND ENDING ON APRIL 30, 2019

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, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2018-26 on April 10, 2018 adopting an annual budget for the fiscal year commencing on May 1, 2018 and ending on April 30, 2019; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

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

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Downtown TIF fund with respect to the United City of Yorkville's 2018-2019 Budget are hereby approved.

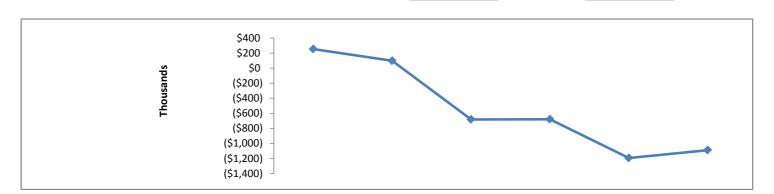
Section 2: This ordinance shall be in full force and effect from and after its passage and approval according to law.

day of	, 2018.
	CITY CLERK
CARLO COLOSIMO	KEN KOCH
JACKIE MILSCHEWSKI	ARDEN JOE PLOCHER
CHRIS FUNKHOUSER	JOEL FRIEDERS
SEAVER TARULIS	ALEX HERNANDEZ
Approved by me, as Mayor of	of the United City of Yorkville, Kendall County, Illinois, this
1 6	, 2018.

DOWNTOWN TIF FUND (88)

The Downtown TIF was created in 2006, in order to finance a mixed use development in the downtown area.

	FY 2016 Actual	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Adopted Budget	FY 2019 Amended Budget
Revenue						
Taxes	68,868	67,307	70,000	76,186	80,000	80,000
Intergovernmental	-	-	-	-	50,536	-
Investment Earnings	3	-	-	-	-	-
Miscellaneous	236	1,456	-	-	-	-
Total Revenue	69,107	68,763	70,000	76,186	130,536	80,000
Expenditures	17.020	22.016	65,650	76.294	72.522	72.522
Contractual Services	17,830	32,016	65,659	76,384	72,533	72,533
Capital Outlay Debt Service	36,668	192,894	1,067,083	776,364	120,910 225,800	191,703 225,800
Total Expenditures	54,498	224,910	1,132,742	852,748	419,243	490,036
Surplus (Deficit)	14,609	(156,147)	(1,062,742)	(776,562)	(288,707)	(410,036)
Ending Fund Balance	253,703	97,556	(681,353)	(679,006)	(1,194,280)	(1,089,042)
	465.5%	43.4%	-60.2%	-79.6%	-284.9%	-222.2%



United City of Yorkville Downtown TIF Fund

88

DOWNTOWN TIF FUND REVENUE

			FY 2016	FY 2017	FY 2018	FY 2018	FY 2019	FY 2019
Account	Descri	ption	Actual	Actual	Budget	Projected	Adopted	Amended
Taxes								
88-000-40-00-4000	PROPE	ERTY TAXES	68,868	67,307	70,000	76,186	80,000	80,000
	Total:	Taxes	\$68,868	\$67,307	\$70,000	\$76,186	\$80,000	\$80,000
Intergovernmental								
88-000-41-00-4163	FEDER	AL GRANTS-ITEP DOWNTOWN HILL	-	-	-	-	50,536	-
	Total:	Intergovernmental	\$0	\$0	\$0	\$0	\$50,536	\$0
Investment Earnings								
88-000-45-00-4500		TMENT EARNINGS	3	-	-	-	-	-
	Total:	Investment Earnings	\$3	\$0	\$0	\$0	\$0	\$0
Miscellaneous								
88-000-48-00-4850	MISCE	ELLANEOUS INCOME	236	1,456	-	-	-	-
	Total:	Miscellaneous	\$236	\$1,456	\$0	\$0	\$0	\$0
	Total:	DOWNTOWN TIF REVENUE	<u>\$69,107</u>	<u>\$68,763</u>	<u>\$70,000</u>	<u>\$76,186</u>	<u>\$130,536</u>	<u>\$80,000</u>

United City of Yorkville Downtown TIF Fund

880
DOWNTOWN TIF FUND EXPENDITURES

		FY 2016	FY 2017	FY 2018	FY 2018	FY 2019	FY 2019
Account	Description	Actual	Actual	Budget	Projected	Adopted	Amended
Contractual Services							
88-880-54-00-5401	ADMINISTRATIVE CHARGEBACK	-	-	30,284	30,284	31,533	31,533
88-880-54-00-5425	TIF INCENTIVE PAYOUT	15,223	20,558	20,000	20,000	20,000	20,000
88-880-54-00-5462	PROFESSIONAL SERVICES	2,051	304	375	3,100	6,000	6,000
88-880-54-00-5466	LEGAL SERVICES	556	11,154	15,000	23,000	15,000	15,000
	Total: Contractual Services	\$17,830	\$32,016	\$65,659	\$76,384	\$72,533	\$72,533
Capital Outlay							
88-880-60-00-6000	PROJECT COSTS	29,248	71,970	306,663	75,000	20,320	154,283
88-880-60-00-6011	PROPERTY ACQUISITION	-	10,000	363,000	364,449	-	-
88-880-60-00-6015	DOWNTOWN HILL	-	-	-	-	63,170	-
88-880-60-00-6045	RIVERFRONT PARK	-	-	360,000	329,495	-	-
88-880-60-00-6048	DOWNTOWN STREETSCAPE IMPROVEMENT	-	103,504	30,000	-	30,000	30,000
88-880-60-00-6079	ROUTE 47 EXPANSION	7,420	7,420	7,420	7,420	7,420	7,420
	Total: Capital Outlay	\$36,668	\$192,894	\$1,067,083	\$776,364	\$120,910	\$191,703
Debt Service - FNBO	Loan - 102 E Van Emmon Building						
88-880-81-00-8000	PRINCIPAL PAYMENT	-	-	-	-	200,000	200,000
80-880-81-00-8050	INTEREST PAYMENT	-	-	-	-	25,800	25,800
	Total: Debt Service - FNBO Loan	\$0	\$0	\$0	\$0	\$225,800	\$225,800
	Total: DOWNTOWN TIF EXPENDITURES	<u>\$54,498</u>	<u>\$224,910</u>	\$1,132,742	<u>\$852,748</u>	<u>\$419,243</u>	<u>\$490,036</u>

Exhibit 1

Resolution No. 2017- 28

A RESOLUTION AUTHORIZING A CONTRACT WITH ALL UNION FENCE COMPANY, INC. FOR THE MAINTENANCE, REPAIR AND REMOVAL PROJECT FOR THE PROPERTY AT 206 HEUSTIS STREET

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 previously advertised for bids on May 1, 2017 for the maintenance, repair and removal project for the property at 206 Heustis Street; and,

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the corporate authorities of the United City of Yorkville have determined that All Union Fence Company, Inc. of Joliet, Illinois, having submitted a bid in the amount of \$121,662.35 is the lowest responsible bidder.

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 bid submitted by All Union Fence Company, Inc. in the amount not to exceed \$121,662.35 is hereby accepted, and the Mayor and City Clerk are hereby authorized and directed on behalf of the United City of Yorkville to execute a *CONTRACT* with All Union Fence Company, Inc. as attached hereto and made a part hereof as Exhibit A.

Section 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this

11 day of JULY , 2017.

CITY CLEŘK

CARLO COLOSIMO	<u>Y</u>	KEN KOCH	<u>Y</u>
JACKIE MILSCHEWSKI	<u>Y</u>	ARDEN JOE PLOCHER	PRESENT
CHRIS FUNKHOUSER	<u>Y</u>	JOEL FRIEDERS	<u>Y</u>
SEAVER TARULIS	<u>Y</u>	ALEX HERNANDEZ	<u>Y</u>
Approved by me, as M. 14 day of <u>DECEMBER</u>		City of Yorkville, Kendall Cou	nty, Illinois, this

UNITED CITY OF YORKVILLE 800 GAME FARM ROAD, YORKVILLE ILLINOIS 60560

CONTRACT

THIS CONTRACT made this <u>8th</u> day of <u>August</u>, 2017, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "City" and All Union Fence Company located at 907 Rowell Avenue, Joliet, IL, 60433 hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the City has heretofore solicited Request for Proposals for maintenance, repair and removal work related to the property located at 206 Heustis Street, Yorkville, Illinois necessary to complete the work specified in the City's Request for Proposals issued May 1, 2017 by the City; and,

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the corporate authorities of the City have determined that All Union Fence Company, Inc. having submitted a bid in the amount of \$121,662.35 is the lowest responsible bidder for the maintenance, repair and removal work related to the property located at 206 Heustis Street.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

- 1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the City's maintenance, repair and removal services in accordance with the terms and conditions stated in the REQUEST FOR PROPOSALS FOR MAINTENANCE, REPAIR AND REMOVAL WORK RELATED TO THE PROPERTY AT 206 HEUSTIS STREET, YORKVILLE, IL, including Specifications, Special Conditions and General Conditions attached hereto and made a part hereof as Exhibit A, and the Contractor's transmittal letter and detailed bid proposal attached hereto and made a part hereof as Exhibit B all of which are made a part hereof and herein called the "Contract Documents".
- 2. The City shall pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.
- 3. This Contract may be terminated at any time by the City upon written notice to the Contractor provided that the Contractor is paid for all work performed and expenses incurred up to the date of notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED GITY OF YORKVILLE

Mayor

By:

Attest:

City Clerk

QONTRACTOR:

By:

Signature Michael W. Marchio

co-owner

Print Name and Title

Attest Pary & Kuhajda - Secy

Exhibit A

United City of Yorkville, Illinois 800 Game Farm Road, Yorkville, Illinois 60560 Request for Proposals

The United City of Yorkville, Illinois will accept proposals for the following scope of services for maintenance, repair and removal work related to the property located at 206 Heustis Street in Yorkville, Illinois:

- 1. Removal and disposal, at the contractor's expense, of a wood rack for firewood located within a public right-of-way along the 200 block of Heustis Street.
- 2. Removal and disposal, at the contractor's expense, of various small snipe signs located within a public right-of-way along Heustis Street.
- 3. Towing and storage of approximately twelve (12) inoperable and unlicensed motor vehicles (as verified by the United City of Yorkville) to an auto yard.
- 4. Removal and disposal, at the contractor's expense, of a dilapidated approximately 6' tall wooden fence.
- 5. Installation of new approximately 900 linear foot 8' tall fence and 2 gates. The fence should enclose the storage yard, but not the building. Please provide a proposal for a natural rot resistant solid wood privacy fence and an optional proposal for a natural rot resistant solid wood or composite wood and/or plastic privacy fence with lattice at the top. The gates should be approximately twelve (12) feet in width to allow ingress/egress of vehicles into the storage yard. There are 2 existing ingress/egress locations where the gates should be located, one on Heustis Street and one on Mill Street.
- 6. Installation of new building mounted address numbers.
- 7. Removal and disposal, at the contractor's expense, of all various rubbish and garbage, included but not limited to such items as inoperable equipment, numerous large metallic items, pallets, piles of tree branches, boxes, etc. City staff will walk through the site with the contractor, once the bid has been awarded to outline specific items for removal and disposal.

Proposals will be received at the Office of the Administrator, at 800 Game Farm Road, Yorkville, Illinois 60560 until 4:00 PM on June 1, 2017 (the closing date).

General questions regarding this Request for Proposals shall be directed to Krysti Barksdale-Noble, Director of Community Development at 630-553-8573. All detailed questions concerning the actual specifications are to be forwarded by email to Peter Ratos, Building Code Official, at pratos@yorkville.il.us by May 22, 2017.

The person or firm submitting the proposal shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and City which may in any manner affect the proposal.

SPECIFICATIONS

Towing and Storage of Vehicle Standards

1.All tows will considered Police Department tows and Chapter 5 "Towing of Vehicles" of the United City of Yorkville's Codified Ordinance as well as Chapter 625 of the Illinois Compiled Statutes, Act 5, Illinois Vehicle Code shall be followed.

Fencing Standards

- 1. All fences must be erected so that the finished side of the fence faces outward or away from the lot on which the fence is erected.
- 2. No more than two different types of fencing material are permitted per fence.

Placement

- 1. Fences may be built up to the property line, but shall not extend beyond the front plane of the primary structure facade in residential and business districts, and must be located entirely on 206 Heustis Street. The fence shall enclose the storage yard only, not the building.
- 2. The City is responsible for locating property lines, prior to the installation of the fence.
- 3. Fences, walls or hedges shall not encroach on any public right-of-way.
- 4. It shall be the responsibility of the City to insure that a fence does not block or obstruct the flow of stormwater.
- 5. No solid fence, wall, hedge or shrubbery which exceeds 3 feet above the street grade shall be permitted within the sight distance triangle formed at the intersection of any two 2 street right-of-way lines
- 6. The intersection of any street right-of-way lines with any service entrance drive (both sides of such drive), by a line drawn between such right-of-way lines, and/or such right-of-way line and service entrance drive line, at a distance along such line of 25 feet from the point of intersection thereof.

Materials

The following materials are acceptable:

- Natural Rot Resistant Wood (Cedar, Cyprus, Redwood)
- Plastic
- Composite Wood and Plastic

These materials are an example of acceptable fencing. The Community Development Director has the right to approve similar materials not listed as long as they are consistent with the surrounding land use.

Examples:





Address Number Standards

1. The numbers should be positioned in plain view and visible from the street or road fronting the property. The numbers should contrast with their background and shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inches (12.7 mm).

Placement

1. The numbers should be positioned in plain view and visible from the street or road fronting the property.

Conditions:

Anyone investigating the site prior to submitting the proposal should drive-by ONLY. No trespassing will be permitted to examine the site. All work requiring a building permit shall be applied for and issued by the United City of Yorkville prior to the commencement of said work. A pre-construction meeting shall be held with the City of Yorkville and the contractor no less than five (5) business days before the start of any work. All work shall be conducted between the hours of seven o'clock (7:00) am and five o'clock (5:00) pm, Monday through Friday. Police presence may be required and if determined to be a requirement will be provided by the United City of Yorkville during the hours of work on the site. The contractor must be in communication with the City to determine the need of Police presence. All work items shall be completed in full and to the satisfaction of the City of Yorkville Building Code Official within seven (7) business days. All inoperable motor vehicles towed from the property to an auto-yard must be held for at least 35 days for claim or title of ownership prior to permanent disposal.

Bid Selection:

The City of Yorkville will select contractors, which in its opinion, best meets the intention of the project scope and budget. The selected proposals may be required to adjust the work items to accommodate project scope and budget constraints at the direction of the City.

UNITED CITY OF YORKVILLE, ILLINOIS SPECIAL CONDITIONS

1. Persons submitting proposals Qualifications. If requested, the interested Person submitting the proposal must provide a detailed statement regarding the business and technical organization of the Person submitting the proposal that is available for the work that is contemplated. Information pertaining to financial resources, experiences of personnel, previously completed projects, plant facilities, and other data may also be required to satisfy the City that the Person submitting the proposal is equipped and prepared to fulfill the Contract should the Contract be awarded to him. The competency and responsibility of Persons submitting proposals and of their proposed subcontractors will be considered in making awards.

If requested by the City, the Person submitting the proposal shall include a complete list of all equipment and manpower available to perform the work intended on the Plans and Specifications. The list of equipment and manpower must prove to the City that the Person submitting the proposal is well qualified and able to perform the work, and it shall be taken into consideration in awarding the Contract.

The City may make such investigations as it deems necessary, and the Person submitting the proposal shall furnish to the City all such information and data for this purpose as the City may request. A responsible Person submitting the proposal is one who meets all of the following requirements:

- Have adequate financial resources or the ability to secure such resources.
- Have the necessary experience, organization, and technical qualifications, and has or can acquire, the necessary equipment to perform the proposed Contract.
- Is able to comply with the required performance schedule or completion date, taking into account all existing commitments.
- Has a satisfactory record of performance, integrity, judgment, and skills.
- Is qualified and eligible under all applicable laws and regulations.

If the Person submitting the proposal possesses a current Illinois Department of Transportation "Certificate of Eligibility" with an amount for the work specified at least equal to the minimum amount of qualification indicated on the Legal Notice he may choose to provide the City a copy of the certificate in lieu of providing the above mentioned Persons submitting proposals Qualification requirements.

- 2. Basis of Payment: the Contractor shall submit with each payment request the Contractor's Partial Waiver of Lien for the full amount of the requested payment. Beginning with the second payment request, and with each succeeding payment request, the Contractor shall submit partial waivers of lien for each subcontractor and supplier showing that the amount paid to date to each is at least equivalent to the total value of that subcontractor's work, less retainage, included on the previous payment request. The Contractor's request for final payment shall include the Contractor's Final Waiver of Lien which shall be for the full amount of his Contract, including any change orders thereto, and Final Waivers of Lien from all subcontractors and suppliers for which Final Waivers of Lien have not previously been submitted.
- 3. Project Acceptance Procedures: All final pay item quantities shall be agreed upon between the City and the Contractor, and a final invoice shall be submitted by the Contractor, complete with all required waivers of lien and surety. Approval of the final pay estimate by the Director of Community Development shall constitute acceptance of the project by the United City of Yorkville, and written notice of such action shall be given to the Contractor. The date of approval of the final pay estimate shall be the Date of Acceptance, and shall also be the date of the Start of Guarantee.

Prior to the required Date(s) of Substantial Completion, a partial project acceptance may be granted in accordance with the foregoing procedure for entire project acceptance, with the exception that the pay estimate for the quantities of items included in the partial project acceptance shall not be the final pay estimate for the entire project. In the case of the City's acceptance of any portion of the work as may be required because of the inclusion of a Date of Substantial Completion requirement, or for other reasons as may be agreed to by the United City of Yorkville, such

partial acceptance action shall not constitute acceptance of any other portion of the project not noted in the written notice of partial acceptance which shall be provided to the Contractor by the Director of Parks and Recreation.

4. General Guarantee: Neither the final certificate of payment nor any provision in the Contractor Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Contractor shall guarantee all materials and workmanship as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements, if required.

Unless otherwise amended in writing by the Director of Community Development, the date of the Start of any Guarantees, Warranties and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

5. Termination of Contract: the United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event that sufficient funds to complete the Contract are not appropriated by the corporate authorities of the United City of Yorkville.

The United City of Yorkville further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the United City of Yorkville may deem appropriate, supplies or services similar to those so terminated.

The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor.

- 6. Notification of Work: The Contractor shall notify the City's Director of Community Development 48 hours prior to commencement of work.
- 7. Cleaning: During construction, the Contractor and his subcontractors shall remove from the premises, rubbish, waste material, and accumulations, and shall keep the premises clean. The Contractor shall keep the premises clean during construction to the satisfaction of the Director of Community Development.
- 8. Restoration: the calculation of quantities and limits of Restoration which will be allowed for payment will be in accordance with the "Standard Specifications." Restoration, fill sand, stone, etc., required outside of the limits as indicated in the Contract Documents will be considered incidental to the Contract. The Contractor shall at all times maintain all equipment and materials within the limits of restoration as specified.
- 9. Removal and Replacement: all removal and replacement items will be marked and measured for payment prior to removal by the Contractor. Any removal beyond these lines will be replaced to the satisfaction of the Director of Community Development with no additional compensation.
- 10. Business/Resident Notification: The Contractor shall not close any street or private driveway without the consent of the Director of Community Development, and the proper notification of the affected business/resident.
- 11. Use of Fire Hydrants: no fire hydrants shall be used to obtain water for non-emergency use. Water can be purchased and obtained at the City's Public Works Building.

UNITED CITY OF YORKVILLE, ILLINOIS

GENERAL CONDITIONS

These General Conditions apply to all proposals requested and accepted by the City and become a part of the contract unless otherwise specified. Persons submitting proposals or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The City assumes that submission of a proposal means that the person submitting the proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

- Forms All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces. All proposal forms may be obtained from the Office of the Administrator, 800 Game Farm Road, Yorkville, Illinois 60560 and when completed delivered to the same Office prior to the proposal closing date and time. Persons submitting proposals may attach separate sheets for the purpose of explanation, exception, or alternative proposal and to cover required unit prices.
- 2. <u>Submittal of Proposal</u> Proposals must be submitted to the attention of the Director of Community Development.
- 3. Examination of Proposal Forms, Specifications, and Site The person submitting the proposal shall carefully examine the proposal forms which may include the request for proposal, instruction to Persons submitting proposals, general conditions, special conditions, plans, specifications, proposal form, bond, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The person submitting the proposal shall verify all measurements relative to the work, shall be responsible for the correctness of same. The person submitting the proposal will examine the site and the premises and satisfy themselves as to the existing conditions under which the person submitting the proposal will be obligated to operate. Failure of the person submitting the proposal to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional moneys will be added to the contract. The successful person submitting the proposal must notify all utility companies that are a part of J.U.L.I.E. of the responsibility of each utility company to locate its utilities.

The submission of the proposal shall be considered conclusive evidence that the person submitting the proposal has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the person submitting the proposal will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

- 4. Scope of Work The person submitting the proposal shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The person submitting the proposal shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The person submitting the proposal shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The person submitting the proposal is solely and exclusively responsible for construction means, methods, technologies and site safety.
- 5. <u>Completeness</u> All information required by the Request for Proposal must be supplied to constitute a responsive proposal. The Person submitting the proposal shall include the completed Proposal Sheet. The

- City will strictly hold the person submitting the proposal to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the person submitting the proposal.
- 6. <u>Error in Proposals</u> When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the person submitting the proposal is not relieved from errors in proposal preparation. Erasures in proposals must be explained over signature of person submitting the proposal.
- 7. Withdrawal of Proposals A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Director of Community Development prior to the Closing Date.
- 8. Person submitting the proposal Interested in More than One Proposal Unless otherwise specified, if more than one proposal is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such proposals may be rejected. A party who has quoted prices on work, materials, or supplies to other Persons submitting proposals is not thereby disqualified from quoting prices to other Persons submitting proposals or from submitting a proposal directly for the work, materials, or supplies.
- 9. Person submitting the proposal's qualifications No award will be made to any person submitting the proposal who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The person submitting the proposal shall furnish to the City all information and data the City may request for the purpose of investigation.
- 10. **Proposal Award for All or Part** Unless otherwise specified, proposals shall be submitted for all of the work or items for which proposals are requested. The City reserves the right to make award on all items, or any of the items, according to the best interests of the City.
- 11. <u>Samples</u> Samples or drawings requested shall be delivered and removed at no cost to the City. The City shall not be responsible for damage to samples. Samples shall be removed by the person submitting the proposal within thirty (30) days after notification. Samples must be submitted prior to the time set for the opening of proposals.
- 12. <u>Equipment or Materials</u> Each person submitting the proposal shall submit catalogs, descriptive literature, and detailed drawings necessary to fully describe those features or the material or work not covered in the specifications. The parts and materials proposals must be of current date (latest model) and meet specifications. This provision excludes surplus, remanufactured, and used products except as an alternate proposal. The brand name and/or manufacturer of each item proposed must be clearly stated in the proposal. Guarantee and/or warranty information must be included with this proposal.
- 13. <u>Toxic Substance</u> Prior to delivery of any material which is caustic, corrosive, flammable or dangerous to handle, the supplier shall provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid (Material Safety Date Sheet).
- 14. <u>Delivery</u> Where applicable all materials shipped to the City must be shipped F.O.B. delivered, designated location, Yorkville, Illinois. If delivery is made by truck, arrangements must be made in advance by the person submitting the proposal, with concurrence by the City, for receipt of the materials. The materials must be delivered where directed.
- 15. <u>Estimated Proposal Quantities</u> On "Estimated Quantities", the City may purchase more or less than the estimates. The Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.
- 16. <u>Trade Names Alternative Proposal</u> When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the person submitting an alternative shall identify that item.

If the specifications state "or equal" proposals on other items will be considered provided the person submitting the proposal clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.

Persons submitting proposals which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate proposals. However, ALTERNATE PROPOSALS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The proposal must be accompanied by complete specifications for the items offered. Persons submitting proposals wishing to submit a secondary proposal must submit it as an alternate proposal.

The City shall be the sole and final judge unequivocally as to whether any substitute from the specifications is of equivalent or better quality.

17. <u>Price</u> – Unit prices shall be shown for each unit on which there is a proposal as well as the aggregate price and shall include all packing, crating, freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the proposal.

Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the successful person submitting the proposal with its tax exemption number.

Cash discounts will not be considered in determining overall price, but may be used in an overall evaluation.

18. <u>Consideration of Proposal</u> – No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

The person submitting the proposal, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary recourses and adequate insurance to comply with the terms of these specifications and contract documents.

19. <u>Execution of Contract</u> – The successful person submitting the proposal shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his proposal and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the proposal and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Persons submitting proposals, including the specifications, will constitute part of the legal contract between the United City of Yorkville and the successful person submitting the proposal.

20. Performance and Labor and Material Payment Bonds — Unless specifically waived or amended in the Special Conditions, the successful person submitting the proposal shall furnish at the time of execution of the contract a performance bond for the full amount of the contract acceptable in form and surety to the City to guarantee the completion of any work to be performed by the contractor under the contract.

Unless specifically waived or amended in the Special Conditions, the successful person submitting the proposal shall furnish at the time of execution of the contract a bond for the full amount of the contract acceptable in form and surety to the City conditioned upon the faithful performance and completion of the contract, payment of material used in such work, and for all labor performed in such work including by subcontractors.

In the event that the person submitting the proposal fails to furnish the bonds within 14 days after notification of the award, then the proposal guarantee shall be retained by the City as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the amount of damages that the City will sustain due to the person submitting the proposal's failure to furnish the bonds.

- 21. <u>Compliance with All Laws</u> All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the proposal or performance of the contract.
- 22. Prevailing Wage Not less than the prevailing rate of wages as established by the City shall be paid by the Contractor and each subcontractor to its laborers, workers, and mechanics constructing public works under this contract as determined by the Illinois Department of Labor pursuant to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). It shall be the responsibility of the Contractor to monitor the prevailing wage rates for any increase in rates during the contract and adjust wage rates accordingly. The current prevailing wage rates are available on the Illinois Department of Labor web site at www.state.il.us/agency/idol or by calling the United City of Yorkville at 708-283-4950.

The Contractor and its subcontractors shall comply with Section 5 of the Act that requires the Contractor and its subcontractors to submit to the City monthly certified payroll records along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor or subcontractor is aware that filing records it knows to be false is a Class B misdemeanor. Each month's certified payroll(s) must be filed with the City before the end of the next month or prior to payment by the City for work that includes that payroll.

- 23. Compliance with the Substance Abuse Prevention on Public Works Projects Act The Contractor and its Subcontractors shall comply with the Substance Abuse Prevention on Public Works projects Act (820 ILCS 265/1 et seq.) and prior to commencing work on a "public works" project (as defined in the Prevailing Wage Act) file with the City its program to comply with the Act or file that portion of its collective bargaining agreement that deals with the matters covered by the Act.
- 24. Equal Employment Opportunity During the performance of the contract and/or supplying of materials, equipment, and suppliers, person submitting the proposal must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.
- 25. <u>Contract Alterations</u> No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.
- 26. Notices All notices required by the contract shall be given in writing.
- 27. Nonassignability The Contractor shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Contractor from his obligations, or change the terms of the contract.
- 28. <u>Indemnity</u> To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

- 29. <u>Insurance</u> In submission of a proposal, the person submitting the proposal is certifying that he has all insurance coverages required by law or would normally be expected for person submitting the proposal's type of business. In addition, the person submitting the proposal is certifying that he has or will obtain at least the insurance coverage that are required by law or would normally be expected for person submitting the proposal's type of business. Commercial General Liability Insurance: Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. The policy shall name the City as an additional insured. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self- insured retention carried by the City. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.
- 30. **Default** The City may terminate a contract by written notice of default to the Contractor if:
 - a. The Contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
 - b. fails to make progress so as to endanger performance of the contract, or
 - c. fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

- 31. <u>Inspection</u> The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the City.
- 32. <u>Supplementary Conditions</u> Wherever special conditions are written into the specifications or supplementary conditions which are in conflict with conditions stated in these Instructions to Person submitting the proposal, the conditions stated in the specifications or supplementary conditions shall take precedence.
- 33. <u>Permits and Licenses</u> The successful person submitting the proposal and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.
- 34. Person submitting the proposal's Certification In compliance with the Illinois State Law that requires each person submitting the proposal to file a certification regarding proposal rigging and proposal rotating and that it is not delinquent in its taxes.
- 35. <u>Change Orders</u> After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the person submitting the proposal must be the result of an approved change order first ordered by the Director of Community Development and approved by the City Administrator and/ or City Council.

- 36. <u>Time of Completion</u> The successful person submitting the proposal shall completely perform its proposal in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the proposal proposal.
- 37. Payment Payment will be made within thirty (30) days after acceptance of the job by the City after the completion of the work as covered within the contract documents.
- 38. <u>Guarantees and Warranties</u> All guarantees and warranties required shall be furnished by the successful person submitting the proposal and shall be delivered to the City before final payment on the contract is issued.
- 39. <u>Waiver of Lien</u> where applicable a waiver of lien and contractor's affidavit must be submitted by the successful person submitting the proposal, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

PROPOSAL

Note: The Person submitting the proposal must complete all portions of this Proposal

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor and incidentals specified for the price below.

It is understood that the City reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

1. Furnish, Deliver and Install Fence Structure Including 2 Gates	\$
2. Furnish, Deliver and Install Building Numbers	\$
3. Towing and Storage of Vehicles	\$
4. Removal and Disposal of Additional Items Per Cubic Yard of Waste	\$
SUBTOTAL:	\$

I, do rep	oresent that I am (title))
of (company)		, and that
the attached submittal complies in all respec	_	
as set forth in this request for proposals either		
required submittals and any additional su	pporting information	on.
Our firm has not altered any of the written requiring input by the respondent have been		
Our firm will comply with the Prevailing entitled "A. General Conditions" and Public	~ ~ .	s as outlined in section
If it is the Contractor's intention to utilize a sub Contract, the City must be advised of th telephone and fax numbers, and a conto submittal.	ne subcontractor's co	ompany name, address,
	<u>YES</u>	<u>NO</u>
Will you be utilizing a subcontractor?		
If yes, have you included all required		
Information with your proposal submittal?		
or		
NO PROPOSAL – Keep our company on your		
Persons submitting proposals List	<u>g:</u>	
	Signature	
	Dete	
NO PROPOSAL – Remove our company from	Date	
Your Persons submitting proposals List		
	Signature	
	——————————————————————————————————————	
	1.010	

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

The Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, et seq., and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq*. including establishment and maintenance of sexual harassment policies and program.

Firm Name			Signed Name and Title		
Street Addi	ress		Print Name and Title		
City	State	Zip	E-mail Address		
Phone Num	nber		Fax Number		
Date					

Exhibit B

PROPOSAL

Note: The Person submitting the proposal must complete all portions of this Proposal

- The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor and incidentals specified for the price below.
- It is understood that the City reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.
- I (We) propose to complete the following project as more fully described in the specifications for the following:

1. Furnish, Deliver and Install Fence Structure Including 2 Gates	*(1) \$ 82,872.35
2. Furnish, Deliver and Install Building Numbers	\$350.00_
3. Towing and Storage of Vehicles	*(2) \$3,750.00
4. Removal and Disposal of Additional Items Per Cubic Yard of Waste	*(3) \$\frac{34,690.00}{*(4)}
SUBTOTAL:	\$ 121,662.35

- *(1) Represents Option 2 in Proposal on page 1.
- *(2) See Notes in Proposal on Page 2.
- *(3) Oubic Yards are unknown cost represents Total.
- *(4) See Notes in Proposal on Page 3 all apply.

I, Michael W. Marchio, do repre	sent that I am (title)	
<u>Co-Owner</u> of (company) <u>All</u> Ub		, and that
the attached submittal complies in all respects	with the safety and acce	essibility standards
as set forth in this request for proposals either		
required submittals and any additional sup		
	. 8	
X Our firm has not altered any of the written terrequiring input by the respondent have been ch		it. Only those areas
X Our firm will comply with the Prevailing entitled "A. General Conditions" and Public A		outlined in section
If it is the Contractor's intention to utilize a subco- Contract, the City must be advised of the telephone and fax numbers, and a contact submittal.	subcontractor's compo	any name, address,
	<u>YES</u>	<u>NO</u>
	Rendel's Inc	2.
Will you be utilizing a subcontractor?	X (Towing)	
	Attn: Mike	Polyan
If yes, have you included all required	815 740-4	1545
Information with your proposal submittal?	_X	
or		
NO PROPOSAL – Keep our company on your		
Persons submitting proposals List		
	Signature	
	May 31, 2017	7
	Date	
NO PROPOSAL – Remove our company from		
Your Persons submitting proposals List		
	Signature	
	D .	
	Date	

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

The Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, et seq., and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 et seq. including establishment and maintenance of sexual harassment policies and program.

All Union Fence Co., Inc. Firm Name			Signed Name and Title		
907 Rowe	11 Avenue		Michael W. Marchio Co-Owner		
Street Address			Print Name and Title		
			,		
Joliet	止	60433	mike@allunionfence.com		
City	State	Zip	E-mail Address		
815 72	6-6995		815 722-6944		
Phone Numb	er		Fax Number		
May 31,	2017				

Date

All Union Fence Co., Inc.

To: The United City of Yorkville 05-31-17

Phone: 630-553-4350 Direct: 630-553-8574

Attention: Erin Willrett

Job Loction: 206 Heustis St Yorkville, IL 60560

All Union Fence Company will furnish and install materials, labor and equipment for the following:

Fencing ... 900' Approximately of 96" high privacy fencing with (2) 12'wide double drive gates. All posts set $36"-42" \times 12"$ o.d. concrete footing.

(option 1) is buffteen Galveston style rvc in Almond color limish with

IIIetime manuracturer 5 warrancy:

** Material Only Price \$ 55,990.00 (tax exempt)

(Option 2) is All Western Red Cedar solid Dog-eared Picket sections set on Heavy Duty 4"x 4" Schedule 40 Galvanized Posts with 48 month warranty.

** Material Only Price = \$29,990.00 (tax exempt)

Installation for the above fencing using all Union Trade Ironworkers, Laborers and Operators.

** Total Labor Only Price = \$ 52,882.35 (includes Insurance, Equipment and Concrete costs)

Proposal Acceptance Signature:

The customer is responsible for all permits required. Underground utilities (All cables, conduits, water, sewage, septic, gas, etc.) are to be located and marked by the customer and not the responsibility of All Union Fence or their installers. Gravel, rock, loose sand or other obstructed digging is subject to an additional charge. The fence line is to be staked out and all accessible to workers and equipment. Trimming/ clearing trees, bushes, briar, dirt removal and the disposal of concrete footings are subject to additional charges. Delays occurring on the jobsite due to changes orders, Time lost, conditions changes or change in the scope of work are subject to additional charges. \$125 per man hour, equipment and materials may also apply.



<u>ઋroposal</u> All Union Fence Co., Inc.

PG. 2

Building Address Numbers ... (1) Set for existing building at 206 Heustis St as specified.

** Total installed cost

= \$350.00

Towing of Vehicles / Trailers ... Approximately 12 total. All credentials needed to legally tow the vehicles off of the property to be provided by The United City of Yorkville and forwarded to the Towing Company prior to commencement of they're removal.

Total Tow Only Price

= \$250.00 for regular sized vehicles each x (9) = \$2,250.00

= \$500.00 for oversized vehicles each x(3) = \$1,500.00

** Complete Estimated Tow Total ... = \$3,750.00

Storage of Vehicles / Trailers ... Each towed vehicle / trailer will be charged \$50.00 per day storage until it is claimed and removed from the storage yard by it's owner. If the vehicle / trailer is not claimed within (30) days the Tow Company will take full possession of it, at this time storage fees are dropped for unclaimed vehicles / trailers. The owner of the vehicles / trailers will negotiate directly with the tow company once the vehicles have been removed from 206 Heustis St Yorkville, IL. All storage fees to be paid for by the vehicle / trailer owner. All storage payments to be made directly to the Tow Company.

Proposal Acceptance Signature:

The customer is responsible for all permits required. Utderground utilities (All cables, conduits, water, sewage, septic, gas, etc.) are to be located and marked by the customer and not the responsibility of All Union Fence or their installers. Gravel, rock, loose sand or other obstructed digging is subject to an additional charge. The fence line is to be staked out and all accessible to workers and equipment. Trimming/ clearing trees, bushes, briar, dirt removal and the disposal of concrete footings are subject to additional charges. Delays occurring on the jobsite due to changes orders, Time lost, conditions changes or change in the scope of work are subject to additional charges. \$125 per man hour, equipment and materials may also apply.



শ্রীroposal All Union Fence Co., Inc.

PG. 3

** Complete Estimated Storage Total \dots

= \$ T.B.D

Removal of Wood logs and other rubbish ... Old logs stacked on the property to be removed from site along with other non E.P.A. regulated items such as general garbage small equipment, Etc.

** Complete Removed Price ...

= \$34,690.00

Notes: Above prices do not include Weekend or Holiday work, All digging is figured as standard method, extra charges may apply if we encounter solid rock or gravel digging. Any delays by others (property owner or Village Officials), enough so as to stifle work progress will be billed at an extra cost to the United City of Yorkville. All extras should there be any will be in the form of a change order. All Union Fence Company will remain countless in any legal negotiations / law suite(s) either before, during or after the work has been performed. All work will be performed in a professional / workman like manner, All materials to be of highest quality available.

Proposal Acceptance Signature:

Hary & Nolint

The customer is responsible for all permits required. Underground utilities (All cables, conduits, water, sewage, septic, gas, etc.) are to be located and marked by the customer and not the responsibility of All Union Fence or their installers. Gravel, rock, loose sand or other obstructed digging is subject to an additional charge. The fence line is to be staked out and all accessible to workers and equipment. Trimming/ clearing trees, bushes, briar, dirt removal and the disposal of concrete footings are subject to additional charges. Delays occurring on the jobsite due to changes orders, Time lost, conditions changes or change in the scope of work are subject to additional charges. \$125 per man hour, equipment and materials may also apply.





Reviewed By:

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

Exhibit 2	
Mayor #3	
Tracking Number	

CC 2016-44

Agenda Item Summary Memo

Title: FY 17 Budget	Amendments	
Meeting and Date:	City Council – July 26, 2016	
Synopsis: See attach	ed memo.	
Council Action Previ	iously Taken:	
Date of Action: N / A	Action Taken:	
Item Number:		
Type of Vote Require	ed: Supermajority (6 out of 9)	
Council Action Requ	ested: Approval	
Submitted by:	Bart Olson Name	Administration Department
	Agenda Item	•



Memorandum

To: Administration Committee From: Bart Olson, City Administrator

Date: July 13, 2016

Subject: FY 17 budget amendments

Summary

Review of five budget amendments related to police cars, downtown projects, an earlier than expected total rehab of well 4, carryover of FY 16 water study expenses and the temporary hire of an Assistant City Administrator.

Background

The attached budget amendment ordinance and worksheets propose five changes to the FY 17 budget. Each of them is summarized below and is being proposed due to delays in projects from FY 16 or as a result of the expected FY 16 figures. As mentioned earlier in this meeting, we expect the FY 16 general fund surplus to be in the several hundred thousand dollar range and general fund reserves to be upwards of 40%. While the City has forecasted a few hundred thousand dollar deficit in FY 17 and beyond, I am comfortable enough with our past history and conservative budgeting principles and execution to recommend the following items:

- 1) The purchase of 3 police squad cars and 1 police administration vehicle for a total of around \$160,000. Please see attached budget worksheet schedules A-1 & A-2 (pages 5-7 and 11-14) for more information regarding this proposed amendment.
 - a. There is \$55,000 line-item for police cars in FY 17, which covers one of the police squad cars above. There is no City Council action for this individual item.
 - b. The police have indicated they do not intend to purchase body cams in FY 17, yielding another \$55,000 in available funds. This \$55,000 coupled with another \$10,000 in unused police officer salary from a recent resignation covers the cost of one more police car and the police administration vehicle. This transaction is covered by the reduction in the Police Department's operating supplies line-item, the increase in the police vehicle chargeback, and the increase in the vehicle and equipment line-item for police vehicles.
 - c. Because the FY 16 actuals are likely to be better than we expected, staff and the Public Safety Committee recommended a fourth squad car be purchased for around \$45,000. This would be achieved by increasing the line-item for police vehicles, resulting in a spend-down of fund balance in FY 17.
- 2) The execution of several projects in the Downtown TIF district, as authorized by the staff in FY 16 or as recommended by the Economic Development Committee at the July EDC meeting, for a total increase of around \$110,000. Please see attached budget worksheet schedule A-3 (pages 15-17) for more information regarding this proposed amendment.
 - a. There is \$10,000 in project costs in the FY 17 budget, and \$30,000 in funds that were scheduled to be spent in FY 16 that did not get incurred before the end of the fiscal year.

The City authorized the paving of the west alley the week before the end of the fiscal year, but the actual paving did not occur until mid-May. The invoice was received soon thereafter and had to be coded out of FY 17 for \$18,000. We'll need an \$8,000 increase in the project costs to offset this invoice.

- b. The painting of the pumphouse was authorized in April 2016, but the painting didn't occur until May of 2016. The invoice hasn't been received yet and has to be coded out of FY 17. We'll need a \$12,000 increase in the project costs line-item to offset this invoice.
- c. The sidewalk at the NE corner of W Van Emmon and S Main street has a significant drop off into the residential yard. Due to the new foot traffic in the downtown from the restaurant row, we will need to redo a portion of the sidewalk and install a metal pedestrian safety railing. Preliminary cost estimates are \$37,000 for this project, but it will be bid out. We'll need a \$37,000 increase in the project costs line-item to offset this future project. This item was recommended by the Economic Development Committee.
- d. The sidewalk at the NE corner of the east alley and E Van Emmon has a pedestrian safety railing that has significantly deteriorated in the past month. With the increased pedestrian traffic from the Law Office, this railing will need to be replaced at an estimated cost of \$20,000. We'll need a \$20,000 increase in the project costs line-item to offset this future project. This item was recommended by the Economic Development Committee.
- e. A parking study needs to be done of existing parking inventory compared to existing downtown uses. If the existing capacity is insufficient, the consultant can then recommend any immediate actions the City can take to increase capacity. We also propose to have the consultant look at the downtown section of the comprehensive plan and make some long-term recommendations about properties to acquire or develop into public parking. The current estimated cost of this study is less than \$20,000. We need a \$20,000 increase in the project costs line-item to authorize this project and begin. This item was recommended by the Economic Development Committee.
- f. The City staff has been maintaining the court house hill for the past year. While we feel that staff can mow the hill effectively and safely, it is a time intensive process that is more difficult than most other public areas. We recommended doing a landscaping plan that would give us a modest aesthetic improvement and lower maintenance burden and a plan that would be a major aesthetic improvement. The cost estimate for these plans is \$5,000. We need a \$5,000 increase in the project costs line-item to authorize this project and begin. This item was recommended by the Economic Development Committee.
- g. Dozens of trees have been removed in the downtown through emerald ash borer impacts and Route 47 expansion. We propose to add \$4,000 worth of trees in FY 17 to restore the tree canopy. We need a \$4,000 increase in the project costs line-item to authorize this project. This item was recommended by the Economic Development Committee.
- h. The ITEP streetlight project was supposed to occur in FY 16, but for a variety of reasons has been delayed into FY 17. The entirety of the \$310,000 project should be moved from FY 16 to FY 17. This would cause an increase of \$310,000 in FY 17 but should have no new impact on long-term fund balance in the Downtown TIF.

- 3) The total rehab of Well 4 at 610 Tower Lane for a total of \$120,000 and the carryover of water study expense from FY 16. Please see attached budget worksheet schedule A-4 (pages 18-22) for more information regarding this proposed amendment.
 - a. The Public Works Committee is reviewing an emergency authorization of \$120,000 worth of well rehab work for Well 4 at 610 Tower Lane. This well has been running at diminished capacity and the backup well (Well 3 in the downtown) for this pressure zone went out of service last week. Well 4 was scheduled to be rehabbed in FY 19 but we are proposing to complete those repairs in FY 17. This would require the movement of expenditures from FY 19 to FY 17, causing an increase in the line-item for FY 17 but no new impact on the long-term fund balance in the Water Fund.
- 4) The completion of the water system study in FY 17. Please see attached budget worksheet schedule A-4 (pages 18-22) for more information regarding this proposed amendment.
 - a. Staff also proposes an increase in Engineering Services of \$62,160 to finish the water study started in the FY 16. The above number is the difference between what was originally budgeted (\$250,000) and actually spent (\$187,840) in the previous fiscal year and simply reflects the newest timeline on the study.
- 5) Hiring an interim Assistant City Administrator for a one year period for a total increase of around \$30,000. Please see attached budget worksheet schedule A-1 (pages 1-4 and 8-10) for more information regarding this proposed amendment.
 - a. There are a couple of talented Administrators in the region that would give up their current permanent jobs for a temporary job in Yorkville. This would allow them to take a more limited role than in their current job and allow them a year of certainty while they job search for a new community. One candidate has a planning background and has expressed interest in our Senior Planner opening which was recently filled. Having someone with varied experience as a manager and a planner could really assist us with completing projects in the downtown and various other comprehensive plan initiatives on-time. At this time, I would not recommend making this position permanent, which is why I've put a one year expiration on it. The City has \$50,000 in funds available for a purchasing manager which requires City Council approval and is not expected to be considered by City Council for a few more months. Conservatively and assuming the City Council approves the position, I estimate that the City would spend \$15,000 maximum in FY 17 on the purchasing manager. That leaves \$35,000 in available funds. I would expect to hire an interim Assistant City Administrator for \$95,000 of which only \$65,000 would occur in FY 17. The remaining \$30,000 in funds could be offset through an amendment to the Administration Department salary line-item in FY 17, resulting in a spend-down of fund balance.

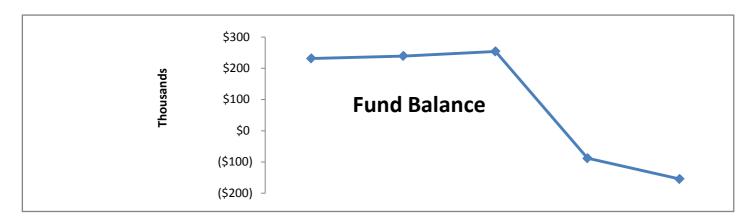
Recommendation

Staff recommends approval of the aforementioned initiatives and the corresponding budget amendment ordinance and worksheets.

DOWNTOWN TIF FUND (88)

The Downtown TIF was created in 2006, in order to finance a mixed use development in the downtown area.

			Unaudited	FY 2017	FY 2017
	FY 2014	FY 2015	FY 2016	Adopted	Amended
	Actual	Actual	Actual	Budget	Budget
Revenue					
Taxes	62,269	60,027	68,868	70,000	70,000
Investment Earnings	53	1	3	50	50
Miscellaneous	184	187	236	-	_
Other Financing Sources	8,500	_	-	-	_
Total Revenue	71,006	60,215	69,107	70,050	70,050
Expenditures					
Contractual Services	26,843	20,045	17,830	35,360	35,360
Capital Outlay	29,568	19,106	36,668	17,420	443,170
Other Financing Uses	-	13,500	-	-	-
Total Expenditures	56,411	52,651	54,498	52,780	478,530
Surplus (Deficit)	14,595	7,564	14,609	17,270	(408,480
Ending Fund Balance	231,259	239,096	253,705	(88,246)	(154,775
	410.0%	454.1%	465.5%	-167.2%	-32.3%



United City of Yorkville Downtown TIF Fund

DOWNTOWN TIP	FUND REVENU	JE	<u>Unaudited</u>				
Account	Description		FY 2014 Actual	FY 2015 Actual	FY 2016 Actual	FY 2017 Adopted	FY 2017 Amended
Taxes	_						
88-000-40-00-4000	PROPERTY	ΓAXES	52,811	60,027	68,868	70,000	70,000
88-000-40-00-4070	BUSINESS D	ISTRICT TAX	9,458	-	-	-	-
	Total: Tax		\$62,269	\$60,027	\$68,868	\$70,000	\$70,000
Investment Earnings							
88-000-45-00-4500	INVESTMEN	T EARNINGS	53	1	3	50	50
	Total: Inve	estment Earnings	\$53	\$1	\$3	\$50	\$50
Miscellaneous							
88-000-48-00-4850	MISCELLAN	EOUS INCOME	184	187	236	-	-
	Total: Mise	cellaneous	\$184	\$187	\$236	\$0	\$0
Other Financing Sou	rces						
88-000-49-00-4910	SALE OF CA	PITAL ASSETS	8,500	-	-	-	-
	Total: Oth	er Financing Sources	\$8,500	\$0	\$0	\$0	\$0
	Total: DOV	VNTOWN TIF REVENUE	<u>\$71,006</u>	<u>\$60,215</u>	<u>\$69,107</u>	<u>\$70,050</u>	<u>\$70,050</u>

United City of Yorkville Downtown TIF Fund

DOWNTOWN TIF	FUND EXPENDITURES			Unaudited		
Account	Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Actual	FY 2017 Adopted	FY 2017 Amended
Contractual Services						
88-880-54-00-5425	TIF INCENTIVE PAYOUT	12,315	16,196	15,223	20,000	20,000
88-880-54-00-5462	PROFESSIONAL SERVICES	258	276	2,051	360	360
88-880-54-00-5466	LEGAL SERVICES	4,812	3,573	556	15,000	15,000
88-880-54-00-5493	BUSINESS DISTRICT REBATE	9,458	-	-	-	-
	Total: Contractual Services	\$26,843	\$20,045	\$17,830	\$35,360	\$35,360
Capital Outlay						
88-880-60-00-6000	PROJECT COSTS	9,568	11,686	29,248	10,000	125,000
88-880-60-00-6048	DOWNTOWN STREETSCAPE IMPROVEMENT	-	-	-	-	310,750
88-880-60-00-6079	ROUTE 47 EXPANSION	20,000	7,420	7,420	7,420	7,420
	Total: Capital Outlay	\$29,568	\$19,106	\$36,668	\$17,420	\$443,170
Other Financing Us	ses					
88-880-99-00-9923	TRANSFER TO CITY-WIDE CAPITAL	-	13,500	-	-	-
	Total: Other Financing Uses	\$0	\$13,500	\$0	\$0	\$0
	Total: DOWNTOWN TIF EXPENDITURES	<u>\$56,411</u>	<u>\$52,651</u>	<u>\$54,498</u>	<u>\$52,780</u>	<u>\$478,530</u>

Ordinance No. 2016-

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2016 AND ENDING ON APRIL 30, 2017

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, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2016-30 on April 12, 2016 adopting an annual budget for the fiscal year commencing on May 1, 2016 and ending on April 30, 2017; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

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

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the General, Water, Vehicle & Equipment, and Downtown TIF funds with respect to the United City of Yorkville's 2016-2017 Budget are hereby approved.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval according to law.

	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 Unday of 2016.	ited City of Yorkville, Kendall C	County, Illinois, tl



Memorandum

To: City Council

From: Nicole Kathman, Administrative Intern

CC: Bart Olson, City Administrator

Date: May 25, 2016

Subject: Downtown Revitalization Strategies Implementation

Summary

An outline of strategies to pursue in the short-term future regarding downtown revitalization as recommended by staff.

Background

City Council and residents alike have expressed their desire and vision to see enhancements made to the area of downtown Yorkville. In order to come up with recommendations to implement, staff has reviewed input and suggestions that has been given through a variety of means both in the regular yearly practices and throughout the comprehensive planning process. Below is a compilation of the results.

City Council Goal Setting Session:

In November at the City Council's Goal setting session, the top ranking goal was "Downtown Planning." During the session, key issues to be addressed were composed by the Council. Note that they are not in any particular order of either ranking or timing.

City Council Downtown Key Issues to Address

- Riverfront Park
- Riverfront Beautification
- Property Maintenance
 - o Enforcement
 - Architectural Standards
- Courthouse Hill Aesthetics
 - o Landscape Architecture Plans and Quotes
- Parking problems
- Tourism and Marketing
- Brownfield Issues
 - o Finalize Study
- Old Post Office Use
- East Alley Improvements
 - o Utility Replacements
 - o Parking
 - o Shared Garbage Facility
 - o Bury Utilities

- City Hall Relocation
- Integrate Clark Park and North Bank to Downtown
- Façade Improvements
- Pedestrian Improvements and Connectivity
- Handrails
 - o Provide options with quotes
- Business Owner Committee
- Special Events
- City Rental Buildings- Long Term Plan
 - o Maintenance
 - o Revenue Generation
- Wayfinding Signage
- Decorative Streetlights Installed
- Zipline

Comprehensive Plan Strategies Resident Survey:

In fall of 2015, in an effort to generate more resident input, the Lakota Group inquired community opinion through an online survey. In this questionnaire, participants were asked to determine a prioritization level for each of the downtown revitalization strategies proposed for the comprehensive plan. Answer choices were "Not a Priority, Low Priority, Medium Priority, and High Priority." Approximately 200 stakeholders provided their input through this manner.

In order to compare the results of each strategy side by side, I have assigned a numeric value to each answer and calculated the average. Numeric values are 0 for "Priority," 1 for "Low Priority," 2 for "Medium Priority," and 3 for "High Priority." Therefore, the higher the average, the more of a priority it is. I divided the results into "Near-Term Strategies," Mid-Term Strategies," and "Long-Range Strategies" in accordance with the survey. The results in terms of percentages for each option in addition to comments associated with each question are included in the attached document that was put together by the Lakota Group. There is also a description of each strategy.

Average Prioritization of Near-Term Strategies (1-10 years)

Strategy	Average		
Enhance Hydraulic Street	2.03		
Facilitate Building Rehabilitations	2.03		
Infill Development along Hydraulic Street	1.99		
Create Public Parking Areas	1.98		
Clean and Green the "Legacy Block"	1.80		
Enhance Fox River Access/Create Kayak Center	1.28		

Average Prioritization of Mid-Term Strategies (10-20 years)

Strategy	Average		
Create Riverfront Park west of Bridge St.	2.01		
Expand Riverfront Park to the East	1.99		
Enhance Main and Van Emmon Streets	1.94		
Infill Development along Hydraulic St.	1.84		
Redevelop Industrial Land	1.77		
Create a Kendall County Campus	1.05		

Average Prioritization of Long-Range Strategies (20+ years)

11, 01 mg 0 1 11011011011 01 110111 01 110111 01 0		
Strategy	Average	
Riverfront Trail Extension	2.00	
Enhance Van Emmon Street	1.75	
Redevelop Land South of Van Emmon Street	1.65	
Redevelopment of "Legacy Block"	1.59	
Redevelop Land East of Mill Street	1.47	
Create Downtown Civic Complex	1.39	

2015 City Services Survey:

Although no specific questions were about the downtown were asked in the survey, residents frequently mentioned revitalizing the downtown. Many of the comments on the subject matter mentioned aesthetics, addition of trails in the area, and an overall need to better utilize the riverfront area.

Proposal Narrative:

Overall the strategy is to begin the revitalization of downtown Yorkville by beginning with Riverfront Park and parking issues. Expanding the park will help make downtown Yorkville a primary destination for both residents and nonresidents. Parking areas will provide visitors with convenience in addition to reducing parking as an obstacle. This will make the surrounding area more attractive to developers.

Simultaneously offering a façade grant program will spur improvements to reduce blight. Furthermore, adding in additional sidewalks, trails, and signage to make the area more pedestrian friendly will encourage prolonged visits to the downtown. After we address our current infrastructure and area is a more appropriate time to then expand new development with cleaning up the brownfields.

Recommendation for Implementation of Strategies:

Actions already moving forward:

Action 1: Riverfront Park Playground

Description: Installation of the purchased playground equipment for Riverfront Park approved at the March 22, 2016 City Council Meeting

Estimated Cost: \$88,615 (\$66,815 City Share and \$15,000 Riverfront Park Foundation) Funding: Parks and Recreation FY 2016 Budget, Riverfront Park Foundation Donation

Action 2: Pumphouse Façade Improvements

Description: Painting the pumphouse so that the exterior matches the exterior of the former Cobblestone building as planned last year. Installation of a lattice façade to allow growth of landscaping near building.

Estimated Cost: \$12,000 Funding: FY 2017 TIF Funds

Action 3: West Alley Pavement Improvements

Description: Paving the west alley in partnership with Imperial Investments' paving of the private parking lots adjacent to the alley.

Estimated Cost: \$14,000 net to City, \$45,000 gross cost

Funding: FY 2016 TIF Funds

Action 4: West Alley Sidewalk and Fence replacement

Description: Replacement of old sidewalk and installation of a safety rail near the NE

corner of S Main and W Van Emmon

Estimated Cost: \$37,000 Funding: FY 2017 TIF Funds

Action 5: East Alley Sidewalk and Fence replacement

Description: Replacement of old sidewalk and installation of a safety railing east of the Law Office Pub.

Estimated Cost: \$20,000 Funding: FY 2017 TIF Funds

Action 6: Decorative Streetlights

Description: Installation of decorative streetlights along Route 47 from approximately School House Road to Somonauk Street. It is expected the poles will be installed this

Estimated Cost: ~\$616,450 for Phase III Engineering and Construction (\$432,098 ITEP and \$184,352)

Funding: ITEP Funds, Downtown TIF Funds, City-Wide Capital Fund

Action 7: Property Maintenance

<u>Description</u>: Continuing to monitor property maintenance violations in the downtown area.

Estimated Cost: Soft costs, staff time

Funding: General Fund (Community Development Department)

Action 8: Courthouse Hill Landscaping Plan

<u>Description</u>: Concept landscaping plan for a modest improvement to reduce City mowing costs of hill and improve aesthetics, and a more robust plan that would fit within a future goal to make the downtown a destination.

Estimated Cost: \$5,000 Funding: FY 17 TIF Fund

Action 9: Downtown Tree Replacement

<u>Description</u>: Many trees were removed from the downtown during the Route 47 expansion project. Over the next couple years, we plan on replacing many of the lost trees in the downtown.

Estimated Cost: \$4,000 Funding: FY 17 TIF Fund

Implementation beginning by the end of 2016 within FY 2017 budget:

Action 10: Parking Study

<u>Description</u>: Development of a parking management plan.

Estimated Cost: \$19,000 Funding: FY 2017 TIF Funds

<u>Justification</u>: Completion of a parking study will help determine current and projected downtown parking needs and the location of potential off-street parking facilities. This would be the first step in expanding parking in the downtown.

Input Consideration:

- City Council Downtown Key Issue: Parking Problems
- Comprehensive Plan Draft Implementation Action for the Strategy "Create Public Parking Areas"
- Parking identified as an important priority by residents in Downtown Revitalization Survey Results.

Action 11: Start Up Downtown Exterior Improvement Program

<u>Description</u>: Grants for owners of existing commercial buildings in the downtown core with the purpose of encouraging façade and other exterior improvements. In order to be approved for funds, a project would have to adhere to design guidelines to facilitate a consistent downtown theme. We envision this program being administratively approved to allow for an expedited process.

Estimated Cost: Budgetary discretion, each individual project could be between \$5,000 and \$100,000 depending on scope

Funding: FY 2017 TIF funds

<u>Justification</u>: This program would encourage rehabilitation in order to control and prevent blight and deterioration within Downtown Yorkville.

Input Consideration:

- City Council Downtown Key Issue: Façade Improvements
- Comprehensive Plan Draft Implementation Action for the Strategy "Facilitate Building Rehabilitations and Façade Improvements"
- Building Rehabilitation identified as the highest priority in Downtown Revitalization Survey Results
- 2015 City Services Survey comments regarding building aesthetics.

Action 12: Paving of South Main Street Parking Lot

<u>Description</u>: Paving the south Main Street parking lot behind the AT&T building to provide an additional public parking area for access to the ARC Building and the rest of downtown.

Estimated Cost: Staff time and \$5,000 for materials

Funding: FY 2017 TIF Funds and/or Parks and Recreation Fund

<u>Justification</u>: Downtown needs to add accessible off-street parking facilities if it is to attract new businesses and customers. Replacing gravel with pavement also provides an aesthetic enhancement.

Input Considerations:

• City Council Downtown Key Issue: Parking Problems

- Comprehensive Plan Draft Implementation Action for the Strategy "Create Public Parking Areas"
- Parking identified as an important priority by residents in Downtown Revitalization Survey Results
- 2015 City Services Survey comments regarding downtown aesthetics

Implementation in short-term future beginning by the end of 2017, financed by \$2 million dollar bond.

Action 13: Build Riverfront Park East

<u>Description</u>: Move forward with building the park plan as approved by OSLAD grant even without certainty grant is getting reinstated.

Estimated Cost: \$400,000

Funding: Bond, possibly refunded by grant

<u>Justification</u>: Public spaces give identity to cities and the riverfront is an area the City has been incorporating as a focal point. The expansion of the park would allow having larger events downtown attracting more visitors. In addition, in general, parks have a positive impact on land values and spurring economic development. Determining the economic impact of parks is an emerging science and factors that bring direct income, provide resident savings, and provide environmental savings have been quantified in park systems across the country. Furthermore, residents see the value in parks as they were the rated the third highest City service in regards to satisfaction in the 2015 City Services Survey. Input Consideration:

- City Council Downtown Key Issue: Riverfront Park
- Riverfront Park Development although encompassed within the goal of Downtown Planning also was its own separate goal. This goal was ranked 8th out of 24 goals.
- Top two mid-term strategies identified by residents in the Downtown Revitalization Survey results pertain to the expansion of Riverfront Park.

Action 14: Fully fund Downtown Exterior Improvement Program

See Action 2 under "Implementation beginning by the end of 2016 within FY 2017 budget"

Action 15: Start to create public parking areas

<u>Description</u>: Begin development of public parking areas identified in parking management plan. Choose selected areas to start off with.

Estimated Cost: Dependent on outcome of study and areas chosen

Funding: Bond

<u>Justification</u>: Downtown needs to add accessible off-street parking facilities if it is to attract new businesses and customers.

<u>Input Considerations</u>:

- City Council Downtown Key Issue: Parking Problems
- Comprehensive Plan Draft Implementation Action for the Strategy "Create Public Parking Areas"
- Parking identified as an important priority by residents in Downtown Revitalization Survey Results

Action 16: Downtown Streetscape Master Plan

<u>Description</u>: Study to determine the type of improvements needed to make Downtown Yorkville more walkable, such as sidewalks, intersection crossings, and signage. This

would also include the creation of a "brand" image for the Downtown. This "brand" image would be incorporated into design guidelines for a façade program.

Estimated Cost: \$60,000

Funding: Bond

<u>Justification</u>: We need to have a plan before making streetscape improvements in order to determine where our dollars would be best spent.

Input Consideration:

- City Council Downtown Key Issues: Pedestrian Improvements and Connectivity and Wayfinding signage.
- Comprehensive Plan Draft Implementation Action for the Strategy "Enhance Streetscape Appearances and Improve the Walkability of Hydraulic, Main and Van Emmon Streets"
- Enhance Main and Van Emmon identified as an important priority by residents in Downtown Revitalization Survey Results

Action 17: East Alley Improvements

<u>Description</u>: This would involve partial replacement and burying of the utilities located in the east alley, paving the parking lot, and other beautification including items such as: combining the business garbage facilities and changing the layout to be more pedestrian/customer friendly.

Estimated Cost: TBD

Funding: Bond

<u>Justification</u>: There has been high number of water main breakages. Paving the parking lot would create an additional public parking area that would help attract businesses and visitors to the downtown in addition to adding an aesthetic enhancement.

Input Consideration:

- City Council Downtown Key Issue: East Alley Improvements
- City Council Downtown Key Issue: Parking Problems
- Comprehensive Plan Draft Implementation Action for the Strategy "Create Public Parking Areas"
- Comprehensive Plan Draft Implementation Action for the Strategy "Facilitate Building Rehabilitations and Façade Improvements"
- Building Rehabilitation identified as the highest priority in Downtown Revitalization Survey Results
- Parking identified as an important priority by residents in Downtown Revitalization Survey Results
- 2015 City Services Survey comments regarding aesthetics.

Implementation recommendations beyond 2017, financed by future TIF funds:

Action 18: Downtown Streetscape Improvements

<u>Description</u>: Implement selected improvements such as new sidewalks, wayfinding signage, public art, landscaping planters, and pedestrian lighting as identified in Downtown Streetscape Master Plan.

Estimated Cost: Dependent on Master Plan outcomes

<u>Funding</u>: Any leftover bond money if applicable and future TIF Funds
<u>Justification</u>: These improvements would increase walkability. Walkability particularly in a downtown is advantageous. Outlined below are just a few reasons:

- Research shows that increases in measures of walkability such as Walk Score translate into increased property values.
 - O A 2012 study by the Brookings Institute provides evidence that neighborhoods with environmental features that facilitate walkability and attracts pedestrians, have higher rents, property values, and retail revenues. The economic effects of this infrastructure are also shown in a 2015 report by Smart Growth America outlining case studies of cities that have completed this type of improvements.
 - Numerous studies including a 2009 Study by CEOs for Cities indicates Walkscore which is a grade out of 100 that reflects the proximity of establishments increases property values. This infrastructure investment could attract new businesses to increase this score.
- Walkability is becoming increasingly important to buyers. According to a 2013 survey from the National Association of Realtors. "A neighborhood with a mix of houses, stores and businesses that are easy to walk to is preferred over a neighborhood with houses only that requires driving to stores and businesses" (60 percent to 35 percent).
- Improving walkability will increase opportunities for visitors once downtown to walk around and visit multiple attractions and businesses, which supports the local economy.

Input Consideration:

- City Council Downtown Key Issues: Pedestrian Improvements and Connectivity and Wayfinding signage.
- Comprehensive Plan Draft Implementation Action for the Strategy "Enhance Streetscape Appearances and Improve the Walkability of Hydraulic, Main and Van Emmon Streets"
- Enhance Main and Van Emmon identified as an important priority by residents in Downtown Revitalization Survey Results

Action 19: Make Brownfield in East Alley suitable for development

<u>Description</u>: We need to obtain a letter of no further remediation (NFR) from the IEPA. This would involve further evaluation and clean up of the Brownfield site east of Route 47 on Hydraulic Ave once a development plan is proposed..

<u>Estimated Cost</u>: \$690,000 - \$720,000 for full remediation, significantly less depending on development plan

Funding: Future TIF funds

<u>Justification</u>: Covering the rehabilitation costs for this contaminated site will make it more desirable and attractive to developers and investors. Input Consideration:

- City Council Downtown Key Issue: Brownfield Issues
- Comprehensive Plan Draft Implementation Action for the Strategy "Encourage Infill Along Hydraulic Street"
- Infilling development along Hydraulic Ave identified as significant priority in the Downtown Revitalization Survey Results.

Funding Scenarios and Outlook

All of the above projects can be funded with TIF increments or a bond. In FY 17, the entire TIF district is only supposed to generate around \$70,000 in increment, and payments to Imperial Investments for past projects will be around \$16,000 for a net amount of \$54,000. The TIF expires in 2029, leaving the City with a conservative estimate of \$650,000 in expected net revenue over the next 12 years. While this is enough to accomplish a few of the items on the list, it is not enough to accomplish the full TIF plan as approved in 2006. The entire TIF ordinance is attached for your review, but in general it contemplated:

Category	Amount
Analysis, Administration, Studies, Surveys, Legal, Marketing etc	\$500,000
Property Assembly including Acquisition, Site Prep and Demolition, Environmental Remediation	\$10,000,000
Public Works & Improvements, including streets and utilities and public facilities or capital costs	\$15,000,000
Rehabilitation of existing buildings, fixtures and leasehold improvements	\$10,000,000
Interest Subsidies and/or Affordable Housing Incentives	\$1,000,000
Relocation Costs	\$500,000
Job Training and Vocational Education	\$500,000
Total Redevelopment Project Costs	\$37,500,000

To date, the City has only generated a total of \$560,000 in TIF increment since 2006, and has only paid out \$44,000. This is a long way off from the planned \$37,500,000 in total investment a decade ago.

The most practical way to complete some of the larger ticket initiatives in the downtown area would be to sell a bond. An alternate revenue bond would be available to the City, in an amount at the City's choosing. A \$2,000,000 bond with a 13 year term would yield a debt service amount of around \$225,000 annually. If the City already has around \$50,000 per year in increment, an additional \$175,000 per year in increment would need to be generated in order to meet debt service obligations.

To get an idea of what kind of building would have to be constructed to generate \$150,000 in TIF increment, the mixed-use building in downtown Oswego (pictures attached) that contains the Taphouse Grill and has various business condos on the upper floors pays around

\$76,000 in property taxes annually and sits on ½ acre. If we take that building as a reasonable model, we would need three of those types of buildings in downtown Yorkville to offset the annual debt service on a \$2m bond.

There are several properties in downtown Yorkville that have one owner for over an acre where private redevelopment could occur with a willing landowner and developer. The FS property (owned by Imperial Investments) and the sawmill (owned by Dan Nicholson) are both around an acre in size. The Vault Gym property (old Old Second building) is over 3 acres in size and would be a large redevelopment opportunity.

In a scenario where all three of the above properties have a willing landowner and developer, and get built with a large mixed-use building, similar to the Taphouse building in Oswego, I would expect planning and construction take 2-3 years. With the assessment of property on a 3-year rolling basis and a year in arrears, it could be 4-6 years from now before those fully-developed properties reach the tax rolls and generate significant TIF increment. That leaves an even shorter window for payback of either a bond or a normal, backloaded TIF agreement like the agreement that Imperial Investments has. It is my opinion that the City would have a very small likelihood of financial success due to the term of the TIF and the likelihood of commercial development on the scale discussed.

Further, the City staff have been in contact with Imperial Investments on a variety of issues related to their current properties and projects in the downtown. They have pulled a building permit for the buildings on the FS property, and have entertained different redevelopment options over the past few years. Because the property has a brownfield and the TIF ends in 2029, Imperial Investments has let us know that they would not be able to develop the FS property in full without a TIF extension. It is my opinion that any other developer would have the same challenges.

TIF extension

The process to extend a TIF is done through the state legislature. It requires a bill specific to the City's downtown TIF district to be approved by the state. Typically, the state asks that every taxing body in the City consent to the extension of the TIF. At that point, the state usually approves a bill extending the TIF for an additional 12 years. If the City Council feels that a TIF extension is warranted, the first step would be to approach every other taxing body for their consent.

Recommendation

Staff recommends:

- 1) Consent and direction to keep moving forward with Action Items 1-9 and
- 2) Approval to move forward with Action Items 10-12, including a budget amendment and/or City Council approval of study documents, if needed and
- 3) Support to continue studying Action Items 13-19, in preparation for future action and prioritization by City Council and
- 4) Feedback on whether there other projects or initiatives to study that are not already listed in this memo and
- 5) Approval to move forward with a TIF extension by contacting other taxing bodies to gauge their willingness to consent to an extension of the TIF to 2041



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

Agenda Item Number Planning and Zoning Commission #1 Tracking Number PZC 2018-08

\mathbf{A}	Agenda Item Summary Memo			
Title: BAP Power Corporation – Windmill Farms – Solar Farm (Special Use)				
Meeting and Date: City Council - May 22, 2018				
Synopsis: Requested Special Use approval for a proposed freestand solar energy system				
(FSES) or "solar farm" on an approx. 9-acre parcel in Windmill Farms PUD.				
Council Action Proviously Tolton				
Council Action Previously Taker	1;			
Date of Action:	Action Taken:			
Item Number:				
Type of Vote Required: Majority	7			
Council Action Requested: Approval				
Submitted by: Krysti Barksdale –	- Noble, AICP	Community Development		
Nar	me	Department		
Agenda Item Notes:				
See attached memo.				





To: City Council

From: Krysti Barksdale-Noble, Community Development Director

CC: Bart Olson, City Administrator Jason Engberg, Senior Planner

April 13, 2018

Subject: PZC 2018-08 BAP Power Corp. – Windmill Farms PUD

Freestanding Solar Energy System (Special Use Permit)

Recommendation Summary:

Date:

The applicant, BAP Power Corporation dba Cenergy Power, is requesting special use permit approval to install and operate a ground mounted community solar field on approximately 9.69 acres of land consisting of roughly 7,000 solar modules with a maximum height of seven (7) feet at full tilt as illustrated in the attached site plan.

The subject property is currently zoned Planned Unit Development (PUD) with an underlying zoning of B-3 General Business District and R-4 General Multi-Family Residence District, as part of the Windmill Farm PUD approved in 2008 per Ordinance 2008-40. Per Exhibit "E" of Ord. 2008-40 granting Annexation and Planned Unit Development approval for the Windmill Farms development, the approximately 91-acre site, of which the subject property is included, was to be developed as with mixed residential and commercial land uses. The annexation and concept PUD plan were the only approvals granted for the Windmill Farm development. The property has remained vacant and unplatted since the original approvals in 2008 and the parcels owned by the previous developer were foreclosed upon by the bank.

The current owner of the land where the solar farms will be located is the Oswego Family Church (Restore Church Inc.), who is planning to renovate an existing building on the site for a new worship facility. Restore Church Inc. has agreed to lease a portion of their land to the petitioner, BAP Power, for the proposed solar farm use. As proposed, the use is defined in the Yorkville Zoning Ordinance as a "solar farm" which consists of more than one freestanding solar energy system on a given site, constructed for the commercial generation of electrical power. Solar Farms are permitted as Special Uses in all zoning districts.

Due to a lack of quorum, this request was not presented before the Economic Development Committee (EDC) prior to a public hearing at the Planning and Zoning Commission which forwarded its recommendation to the City Council below. Should the City Council like for the matter to go before the EDC prior to making a final determination, it can be discussed at the June 5th meeting.

Planning & Zoning Commission Action:

Upon the review of the proposed Special Use authorization request, it was the action of the Planning and Zoning Commission to *approve* the following motion by vote:

In consideration of testimony presented during a Public Hearing on May 9, 2018 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to construct a freestanding solar energy system (FSES), or solar farm, on a B-3 General Business District zoned property located in the southeast quadrant of IL Route 71 and IL Route 126 within the approved Windmill Farms PUD, as illustrated in Solar Power System Site Layout Plan prepared by Cenergy Power, dated 4-13-18, subject to:

- 1. The Special Use request will be subject to an amended annexation agreement and the repeal of the existing Planned Unit Development concept plan prior to the issuance of a building permit to construct the alternative energy solar system.
- 2. The minimum clearance between the lowest point of the system and the surface on which the system is mounted is three (3) feet.

- 3. A seven (7) foot tall resin-like or vinyl solid fence surrounding the entire perimeter of the freestanding solar energy system (FSES), per City staff approval.
- 4. The petitioner provide a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses and a blanket easement be provided over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.
- 5. Adherence to all comments prepared by EEI, city engineering consultant, in a letter dated April 6, 2018.

Action Item:

Harker-yes; Olson-yes; Goins- yes; Marcum-yes; Gockman-yes

5 yes; 0 no; 1 abstain



Memorandum

To: Economic Development Committee

From: Krysti J. Barksdale-Noble, Community Development Director

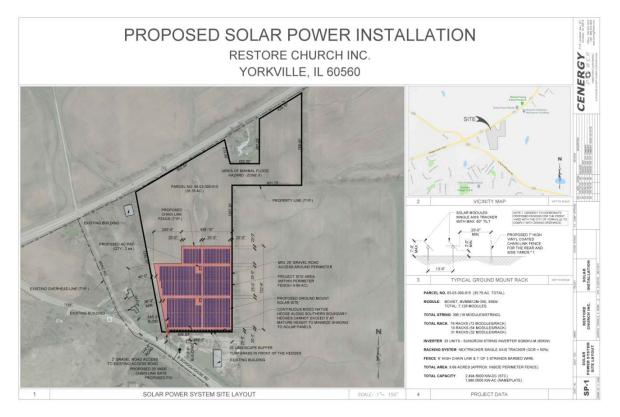
Date: April 16, 2018

Subject: PZC 2018-08 BAP Power Corp. – Windmill Farms PUD

Freestanding Solar Energy System (Special Use Permit)

BACKGROUND & PROJECT DESCRIPTION:

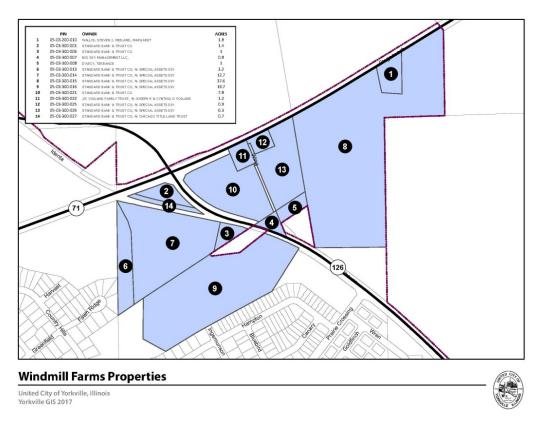
The applicant, BAP Power Corporation dba Cenergy Power, is requesting special use permit approval to install and operate a ground mounted community solar field on approximately 9.69 acres of land consisting of roughly 7,000 solar modules with a maximum height of seven (7) feet at full tilt as illustrated in the map below:



The subject property is currently zoned Planned Unit Development (PUD) with an underlying zoning of B-3 General Business District and R-4 General Multi-Family Residence District, as part of the Windmill Farm PUD approved in 2008 per Ordinance 2008-40. Per Exhibit "E" of Ord. 2008-40 granting Annexation and Planned Unit Development approval for the Windmill Farms development, the approximately 91-acre site, of which the subject property is included, was to be developed as with mixed residential and commercial land uses. The annexation and concept PUD plan were the only approvals granted for the Windmill Farm development. The property has remained vacant and unplatted since the original approvals in 2008.

Since that time the parcels owned by the previous developer were foreclosed upon by the bank. The previously approved concept plan and the most recent ownership of the parcels within the Windmill Farms developed are illustrated on the maps below:





The current owners of parcels #8, #12 and #13 is the Oswego Family Church (Restore Church Inc.), who plan to renovate the existing building on parcel #12 for a new worship facility. Restore Church Inc. has agreed to lease a portion of parcel #13 to the petitioner, BAP Power, for the proposed solar farm use. As proposed, the use is defined in the Yorkville Zoning Ordinance as a "solar farm" which consists of more than one freestanding solar energy system on a given site, constructed for the commercial generation of electrical power. Solar Farms are permitted as Special Uses in all zoning districts. Due to

the existing Windmill Farms PUD, **staff recommends** the Special Use request will be subject to an amended annexation agreement and the repeal of the existing Planned Unit Development concept plan prior to the issuance of a building permit to construct the alternative energy solar system.

Staff understands that Restore Church Inc. will be submitting a request for amended annexation and repeal of the existing PUD concept plan within the near future. The need to move ahead of that process for the approval of the Special Use for the freestanding solar farm system is to position the property for funding through the upcoming Community Solar program administered through the State of Illinois and Commonwealth Edison.

Per Section 10-4-9 of the Zoning Ordinance, in any case where a special use has been granted, such approval shall become null and void unless it is in place and in active use within three (3) years of the date of issuance. If the property owner fails to secure the amended annexation agreement and repeal of the existing Planned Unit Development leading to the delay in issuing the building permit for the installation of the solar farm system, the special use will automatically be revoked upon the third year from the date of approval.

EXISTING CONDITIONS:

The existing zoning and land use for properties surrounding the subject property are as indicated below:

	Zoning	Land Use
North	A-1 Agriculture	Unincorporated Kendall County (Farm Land)/IL Rte 71
South	A-1 Agriculture	Unincorporated Kendall County (Landscape Business)
East	A-1 Agriculture	Unincorporated Kendall County (Farm Land)
West	Windmill Farm PUD	Single Family Residential

ALTERNATIVE ENERGY SYSTEMS REGULATIONS:

On November 25, 2014, the City Council approved a new Zoning Ordinance update. As part of the updated Zoning Ordinance, specific zoning and regulatory criteria related to alternative energy systems was adopted. Chapter 19: Alternative Energy Systems of the approved new Zoning Ordinance identifies freestanding solar energy systems (FSES) as a special use within the all zoning districts and establishes regulations which were used in the review of this request.

- The proposed solar farm would be required to meet the setback standards for the B-3 General Business District as well as the provisions under the Freestanding Solar Energy Systems regulations. Table 10.07.01 of Chapter 7 in the City's Zoning Ordinance provides dimensions and bulk regulations for the B-3 General Business District.
- Section 19-7-C of the Yorkville Zoning Ordinance states that freestanding solar energy systems shall not be located within the required front yard or corner side yard. Additionally, Section 19-7-B of the Yorkville Zoning Ordinance states that all parts of any freestanding solar energy system shall be set back 8 feet from interior side and rear property lines.
- The following chart illustrates the minimum required yard setbacks for solar systems based upon the B-3 District regulations and the Freestanding Solar Energy System requirements:

Minimum Requirement		Proposed Setback	
Front (IL Rte. 71)	50 feet	Over 600 feet	
Rear	8 feet	40 feet	
Interior Side (East)	8 feet	20 feet	
Interior Side (West)	8 feet	Approx. 66 feet	

Height

Overall height of solar module units is shown on the section of the Typical Ground Mount Rack as 7'-0" maximum (Image No. 3 on Proposed Solar Power Installation plan Sheet SP-1 dated last revised 04-04-18). Per Section 10-19-7 of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the minimum clearance between the lowest point of the system and the surface on which the system is mounted is ten feet (10'). The plans provided indicate a minimum clearance of three feet (3'). It is the petitioner's desire to have the racking units as visually unobtrusive as possible by having the solar system no taller than the height of the perimeter fencing (discussed further below). Additionally, it is current industry standard to have a minimum of 3-4 foot clearance from the grade, according to the petitioner. **Staff supports** this request.

Glare

Per Section 10-19-7-E of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the panels are to be placed such that the concentrated solar radiation or glare does is not directed onto nearby properties or roadways. The petitioner has provided the distance, in linear feet, of the closest solar module to the nearest neighboring property with a building and roadway on the revised Site Plan. According to the plan, the nearest building to the solar system racking units will be approximately 110 feet away and the nearest roadway (Illinois Route 126/Schoolhouse Road) is approximately 144 feet from the solar system racking units.

It is not anticipated the system would cause glare to the adjacent buildings located to the south, as the units at maximum tilt will be pointed towards the east. It is also not expected that the glare from the racking units will affect the nearby roadways due to the distance and the heavy foliage located to the west between the proposed solar field and the roadway. **Staff supports** the proposed location of the solar racks in an effort to mitigate potential glare concerns.

Fencing

A dimensioned section detail has been provided for the proposed perimeter fence which is a 7 foot high vinyl coated chain link fence for the rear and side yards. Since the proposed solar field is not situated within the required front yard (north) of the property, the petitioner is permitted to continue the proposed fencing along this perimeter as well. However, **staff recommends** a solid wood fence along the northern perimeter line in addition to a landscape buffer along the southern fence line adjacent to the existing landscape business, to soften the view of the expanse of vinyl fencing.

Accessory Use

Section 19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. The ownership of the property will remain with Restore Church and the land lease for the solar farm is for approximately 10 years. Once the PUD has been repealed, the parcels owned by the church may be consolidated and this use will be accessory to the primary church use of the property.

Signage

Section 19-4-F states that no commercial signage or attention getting device is permitted on any alternative energy system. The petitioner is not proposing any attention getting devises or commercial signage on the external face of the fence with the exception of a small identification name plate less than four (4) square feet in area which is exempt from the sign ordinance.

Utility Service Provider

Per Section 10-19-4-G of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, evidence must be provided that the electric utility service provider which services the site has been notified of the owner's intent to install an interconnected energy system. The petitioner has provided documentation which is included in the packet.

Abandoned Systems

In the Zoning Ordinance, Section 10-19-4-E states all alternative energy systems inactive or inoperable for a period of 12 continuous months shall be deemed abandoned and the owner is required to

repair or remove the system from the property at the owner's expense within 90 days of notice from the City. To ensure compliance, **staff recommends** the petitioner provide a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses, as a condition of the Special Use approval.

In addition to the security, staff **also recommends** a blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, as a condition of the Special Use approval.

Engineering Review

The City engineering consultant, EEI, has prepared the attached review comments in a letter dated April 6, 2018. The requested review comments will be included as conditions to the Special Use permit and address matters related to the building permit and site permit approval process.

SPECIAL USE CRITERIA:

Section 10-4-9-F of the City's Zoning Ordinance establishes standards for special use requests. No special use shall be recommended by the Planning and Zoning Commission unless said commission shall find that:

- 1. The establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.
- 2. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.
- 3. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- 4. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.
- 5. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.
- 6. The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the city council pursuant to the recommendations of the plan commission.

The applicant has provided written responses to these special use standards as part of their application and requests inclusion of those responses into the public record.

Additionally, the Planning and Zoning Commission must consider the following factors specific to freestanding solar energy systems (FSES) in determining whether to issue a special use permit above and beyond those factors referenced above (Section 10-19-4-C):

- 1. That the proposed energy system shall further the intent of Chapter 19: Alternative Energy Systems and provide renewable energy to the property on which it is proposed.
- 2. That the proposed alternative energy system is located in such a manner as to minimize intrusions on adjacent residential uses through siting on the lot, selection of appropriate equipment, and other applicable means.
- 3. That the establishment for the proposed alternative energy system will not prevent the normal and orderly use, development or improvement of the adjacent property for uses permitted in the district.

STAFF COMMENTS & RECOMMENDATIONS:

Staff is <u>favorable</u> of the proposed solar farm as a special use, subject to the following conditions:

- 1. The Special Use request will be subject to an amended annexation agreement and the repeal of the existing Planned Unit Development concept plan prior to the issuance of a building permit to construct the alternative energy solar system.
- 2. The minimum clearance between the lowest point of the system and the surface on which the system is mounted is three (3) feet.
- 3. A seven (7) foot tall solid wood fence be installed along the northern perimeter line in addition to a landscape buffer be provided along the southern fence line adjacent to the existing landscape business, to soften the view of the expanse of vinyl fencing.
- 4. The petitioner provide a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses and a blanket easement be provided over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.
- 5. Adherence to all comments prepared by EEI, city engineering consultant, in a letter dated April 6, 2018.

PROPOSED MOTION:

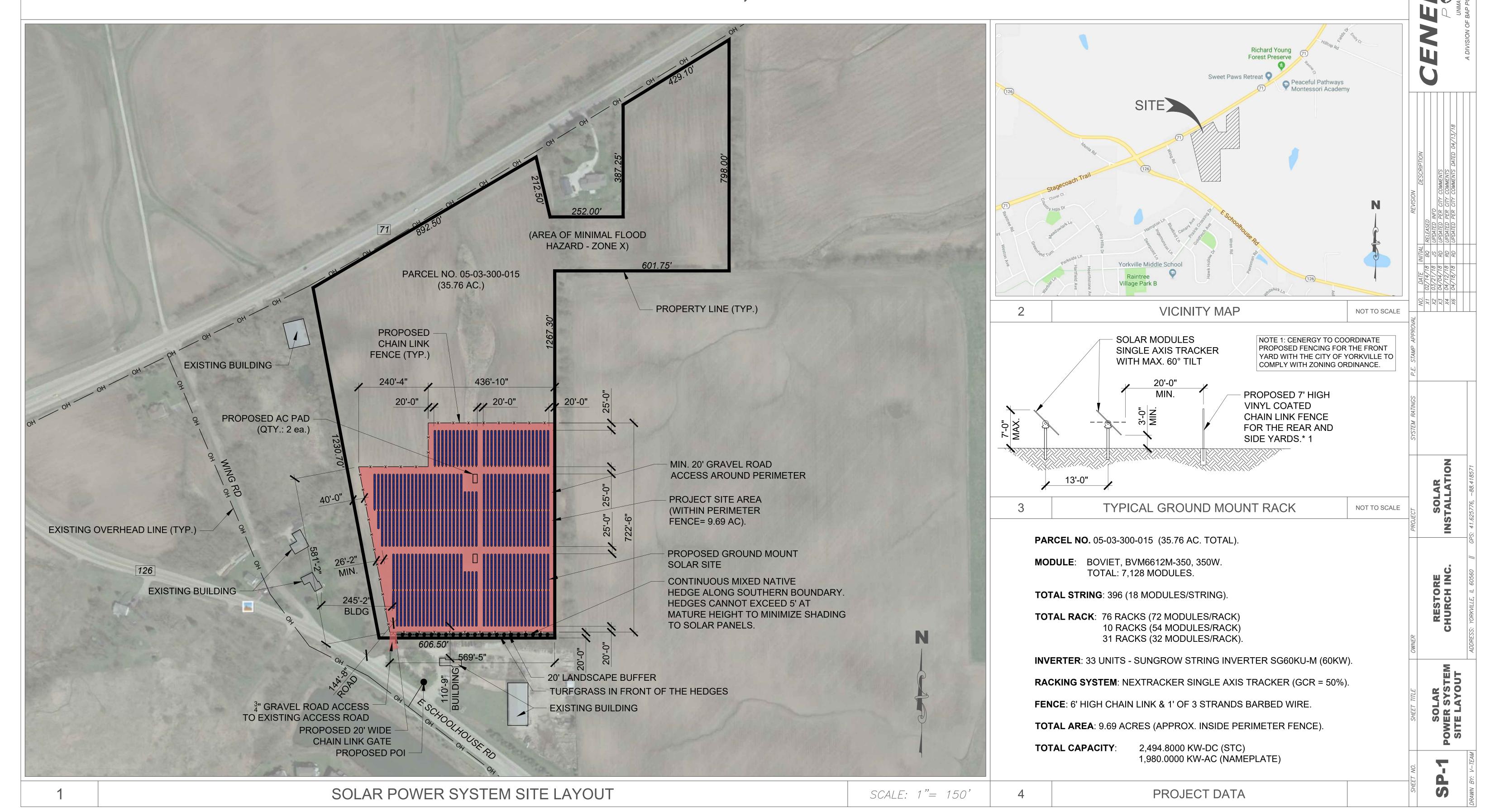
In consideration of testimony presented during a Public Hearing on May 9, 2018 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council a request for Special Use authorization to construct a freestanding solar energy system (FSES), or solar farm, on a B-3 General Business District zoned property located in the southeast quadrant of IL Route 71 and IL Route 126 within the approved Windmill Farms PUD, as illustrated in Solar Power System Site Layout Plan prepared by Cenergy Power, dated 4-13-18, subject to staff recommendations in a memo dated April 16, 2018, and further subject to {insert any additional conditions of the Plan Commission}...

Attachments:

- 1. Copy of Petitioner's Application w/exhibits.
- 2. Solar Power System Site Layout prepared by Cenergy Power, dated 4-13-18.
- 3. EEI Review Letter dated April 16, 2018.
- 4. Copy of Public Notice.

PROPOSED SOLAR POWER INSTALLATION

RESTORE CHURCH INC. YORKVILLE, IL 60560





aka BAP Power Corporation (CA Lic. # 922883)

Arizona • California • Connecticut • Indiana • Massachusetts • New Jersey • New York • Texas

Landscaping Plan - Restore Church Inc. Community Solar Project

1. The Project

BAP Power Corporation dba Cenergy Power ("<u>Developer</u>") is developing a 2.494 megawatt ("<u>MW</u>") direct current ("<u>DC</u>")/ 1.98 MW alternative current ("<u>AC</u>") photovoltaic ("<u>PV</u>") ground mounted community solar project ("<u>Project</u>") located near Route 71 and Highway 126 in Yorkville, IL 60560 (PIN 05-03-300-015) ("<u>Project Site</u>"). The Project Site is currently owned by Restore Church Inc. and designated as "PUD – Planned Unit Development" by Yorkville. The Project Site will sit on approximately 9.7 acres.

2. Landscaping Plan

Pursuant to the Yorkville letter dated 4/13/18, please see the landscaping plan attached as <u>Exhibit A</u>. As requested by Yorkville, Developer intends to place native grass and hedges (per Yorkville zoning ordinance section 8-12-1) along the southern boundary of the Project Site. Developer will maintain a minimum 20' buffer between the hedges and the landscaping business directly south of the Project Site.

Developer also intends to build 20' access roads from the Project Site's gate entrance on the southwest side off the Project Site into the Project Site. These access roads will be built using approximately 5-6" of 3/4" crushed rock.

Inside the Project Site fence and between the solar array rows, Developer will allow natural vegetation to grow. Developer will utilize pre-emergent at construction completion for weed abatement. In addition, as part of the routine maintenance of the Project Site, Developer will also conduct weed abatement up to 2 times per year.

Please see photos below for a similar project in size and scope to this proposed Project Site which demonstrates the natural vegetation and access roads inside the Project Site fenced area.



aka BAP Power Corporation (CA Lic. # 922883)

Arizona • California • Connecticut • Indiana • Massachusetts • New Jersey • New York • Texas





United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560 Telephone: 630-553-4350 630-553-7575 Fax:

INVOICE & WORKSHEET **PETITION APPLICATION**

CONTACT:		DEVELOPMENT/ PROPERTY:			
			Acreage:		
Concept Pla Engineering P	n Review: [] Yellan Review Deposit of \$	es [] 8500 due	No		\$
	: [] Yes [] Nue for each: (Annexation		Plat) (PUD)		\$
Annexation:	[] Yes [] No \$250.00, plus \$10/acr # of acres:	e for each acre	e over 5. x \$10 =	+ \$250	\$
Rezoning:	[] Yes [] No \$200.00, plus \$10/acr # of acres: If annexing and rezon If rezoning to a PUD,	e for each acre - 5 =	x \$10 = In the second $x $10 = $ In the se		\$ e.
Special Use:	X Yes [] No \$250.00, plus \$10/acr # of acres:	e for each acre	e over 5. x \$10 =	+ \$250	\$ <u>\$550</u>
	ance: \$85.00 altants deposit of \$500.0		[] No		\$
Preliminary	Plan Fee: \$500.00	[] Yes	[] No		\$
P.U.D. Fee:	\$500.00	[] Yes	[] No		\$
Final Plat Fo	ee: \$500.00	[] Yes	[] No		\$
Less than 1 Over 1 acre Over 10 acr Over 40 acr	Plan Review Deposition acre = \$1,000 due and less than 10 acres are and less than 40 acre are and less than 100 acres = \$20,000 due	= \$2,500 due es = \$5,000 du			\$_5,000
Legal, Land Plannexation, St. [] Less than 2 [] Over 2 acre [] Over 10 acr	sultants Deposit: lanner, Zoning Coordina ubdivision, Rezoning, an acres = \$1,000 due as and less than 10 acres ares = \$5,000 due	nd Special Use	<u>?:</u>		\$ \$ 5,500
	Dep. ARO/ Fee Sheet Wkst				<u> </u>

Application For Special Use					
STAFF USE ONLY					
Date of Submission PC#					
Development Name					
Applicant Information					
Name of Applicant(s) BAP Power Corporation DBA Cenergy Power					
Business Address 3176 Lionshead Ave					
City Carlsbad State CA ZIP 92010					
Business Phone 760-603-1933 Business Fax					
Business Cell Business E-mail mimoto@cenergypower.com					
Property Information					
Name of Holder of Legal Title Restore Church Inc.					
If Legal Title is held by a Land Trust, list the names of all holders of any beneficial interest therein:					
N/A					
Property Street Address Near Corner of Wing Road and E Schoolhouse Rd., Yorkville II 60560					
Description of Property's Physical Location					
Property is located between Local Highway 71 (Stage Coach Trail) and Local Highway 126 (E S					
Zoning and Land Use of Surrounding Parcels					
North PIN 05-03-100-004 - Tax Code KE001 - Class 0021					
East PIN 05-03-400-002 - Tax Code KE001 - Class 0021					
South PIN 05-03-300-010 - B-3 GENERAL BUSINESS DISTRICT West PIN 05-03-300-026 - B-3 PLANNED UNIT DEVELOPMENT					
Current Zoning Classification B-3 - PLANNED UNIT DEVELOPMENT Wondall County Parcel Number(s) of Property					
Kendall County Parcel Number(s) of Property 05-03-300-015					
03-03-300-013					

Application For Special Use

Additional Contact Information **Attorney** Name N/A Address City State ZIP Phone Fax E-mail **Engineer** Name BAP Power Corporation, DBA Cenergy Power Address 3176 Lionshead Ave State CA 92010 City | Carlsbad ZIP Phone | 760-603-1933 Fax E-mail | mimoto@cenergypower.com Land Planner/Surveyor Name N/A Address ZIP City State Phone Fax E-mail Attachments Applicant must attach a legal description of the property to this application and title it as "Exhibit A". Applicant must list the names and addresses of any adjoining or contiguous landowners within 500 feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B". Please see Site Plan attached as "Exhibit C".

Application For Special Use

Special Use Standards

Please state how the establishment, maintenance or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare:

The solar power generated from the Project does not produce pollution or noise; rather it is a safe, clean and reliable source of energy. Once the site is constructed, only a small operations and maintenance crew will visit the site between 1-3 times per year for routine maintenance. The materials and equipment used in the construction and operation of the Project do not contain any hazardous materials. The solar modules are comprised of aluminum, glass and silicon-based cells.

Please state how the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood:

There is minimal noise impact of the solar system. The Project will also be fenced in with a perimeter chain-linked fence that will have a height of 6 to 7 feet to promote safety and create a visual barrier to the neighboring properties.

Please state how the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district:

The sole purpose of the Project is to produce clean electricity that benefits the local community. It does not present any aesthetic, space, noise or health concerns that would impede any contemplated development of the surrounding property.

Please state how adequate utilities, access roads, drainage or other necessary facilities have been or are being provided:

Aside from getting interconnected to the local utility grid pursuant to our interconnection application, the project will not require any other public facilities. There is expected to be minimal erosion and sediment during construction as well as minimal impact to the site's natural storm water runoff post construction.

Application For Special Use

Special Use Standards

Please state how adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets:

Neither pedestrians nor general public vehicles will have access to Project Site.

Please state how the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the City Council pursuant to the recommendations of the Plan Commission:

Developer is filing to obtain a conditional use permit from City of Yorkville for this Project. The proposed use of Project is to generate clean solar power for 20-30 years. As such, the Project is expected to comply with the regulations and conditions.

Agreement

I verify that all the information in this application is true to the best of my knowledge. I understand and accept all requirements and fees as outlined as well as any incurred administrative and planning consultant fees which must be current before this project can proceed to the next scheduled committee meeting.

I understand all of the information presented in this document and understand that if an application becomes dormant it is through my own fault and I must therefore follow the requirements outlined above.

Applicant Signature	Date		
William	3/22/18		
William Plan			

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE IN THE SPACE BELOW:

Sel affacted

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signature 2

State of California County of San Diego)		
On March 22, 2018	before me.	Lori J. Ball	l, Notary P	Public
		(insert r	name and t	itle of the officer)
personally appeared William who proved to me on the basis subscribed to the within instrun his/her/their authorized capacit person(s), or the entity upon be I certify under PENALTY OF P paragraph is true and correct.	of satisfactory enent and acknow y(ies), and that behalf of which the	rledged to many his/her/the person(s).	e that he/sleir signature acted, exec	he/they executed the same in e(s) on the instrument the uted the instrument.
WITNESS my hand and officia	I seal.			LORI J. BALL Notary Public - California San Diego County Commission # 2159216

(Seal)



United City of Yorkville County Seat of Kendall County 800 Game Farm Road Yorkville, Illinois, 60560 Telephone: 630-553-4350 Fax: 630-553-7575 Website: www.yorkville.il.us

Petitioner Deposit Account / Acknowledgment of Financial Responsibility

Development/Propert	y Address:	Project No.: FOR CITY	USE ONLY	Fund Acco	ount No.: FOR CITY USE ONLY		
Petition/Approval Type	pe : check appropria	te box(es) of approval requ	uested				
☐ Concept Plan Review	☐ Amendment (T	Cext) (Annexation) (Plat)	☐ Annexation				
□ Rezoning	☑ Special Use		☐ Mile and ½ Revi	ew			
☐ Zoning Variance	☐ Preliminary Pla	an	☐ Final Plans				
□ P.U.D.	☐ Final Plat						
Petitioner Deposit Acco	unt Fund:						
It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided							
when the account was e		WLEDGMENT OF FINA	ANCIAL RESPONS	SIBILITY			
Name/Company Name:	A	ddress:	City:	State:	Zip Code:		
BAP Power Corpo		176 Lionshead Ave	Carlsbac	d CA	92010		
Telephone: 760-603-1933	M	lobile:	Fax: 760.683	.3116	E-mail: wpham@cenergvp =		
Financially Responsi	ble Party:						
I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.							
Print Name: William	Pham	Т	itle: CEO				
Signature*:	zh	Date: 03/22/18					
*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)							
		FOR CITY U	SE ONLY				
ACCOUNT CLOSURI	E AUTHORIZATIO	ON:					
Date Requested:			Completed	Inactive			
Print Name:			☐ Withdrawn ☐	Collections			
Signature:			Other				
		HORIZATION: Comm	Dev. Building	Engineering	☐ Finance ☐ Admin.		

real estate reports

Subject Property

....,

APN: 05-03-300-015

Prepared For:

Data Provided By:

Frank Green

stewart title

Requested By:

mike Imoto

Cenergy Power

Email: mimoto@cenergypower.com

Data Provided By:

Frank Green

stewart title

Disclaimer

This REiSource report is provided "as is" without warranty of any kind, either express or implied, including without limitations any warrantees of merchantability or fitness for a particular purpose. There is no representation of warranty that this information is complete or free from error, and the provider does not assume, and expressly disclaims, any liability to any person or entity for loss or damage caused by errors or omissions in this REiSource report without a title insurance policy.

The information contained in the REiSource report is delivered from your Title Company, who reminds you that you have the right as a consumer to compare fees and serviced levels for Title, Escrow, and all other services associated with property ownership, and to select providers accordingly. Your home is the largest investment you will make in your lifetime and you should demand the very best.



Subject Property: IL

Owner Information

Owner Name: Restore Church Inc

Mailing Address: 5498 Us Highway 34, Oswego IL 60543 R025

Vesting Codes: // Corporation

Location Information

Legal Description: Sec 3-36-7

County: Kendall, II APN: 05-03-300-015

Township-Range-Sect: **36N-07E-03** Munic/Township: **Kendall Twp**

Owner Transfer Information

Recording/Sale Date: 10/17/2017 / 09/07/2017 Deed Type: Special Warranty Deed

Last Market Sale Information

Recording/Sale Date: 10/16/2006 / 08/30/2006 Deed Type: Trustee Deed

Sale Price: \$2,802,000 Price Per SqFt: \$1.79

Document #: 33258

Title Company: Nationwide Title

Seller Name: Trust 9450

Prior Sale Information

Prior Rec/Sale Date: 05/27/2005 / 04/13/2005 Prior Doc Number: 14668

Prior Sale Price: \$1,374,000 Prior Deed Type: Quit Claim Deed

Property Information

Land Use: Agricultural Land Lot Acres: 35.76 Lot Size: 1,557,706

County Use: Farm Land 20g



Property Detail

Tax Information

Total Value: \$6,110 Assessed Year: 2016 Property Tax: \$681.26

Land Value: \$6,110 Tax Year: 2016 Tax Rate Area: KE

Total Taxable \$6,110

Value:

Transaction History

Sales History

Rec. Date :	10/17/2017	04/24/2017	05/04/2012	05/04/2012
Sale Date :	09/07/2017	04/03/2017	04/16/2012	04/16/2012
Sale Price :				\$4,000,000
Rec.Doc.No:	16528	6075	8082	8081
Doc. Type :	SPECIAL WARRANTY DEED	DEED (REG)	SHERIFF'S DEED	CERTIF OF SALE-SHERIFF/ MARSHAL
Sale Price Type :				
Buyer:	Restore Church Inc	Synergy Property Holdings Llc	Standard Bk & Trust	Standard Bk & Trust
Seller:	Synergy Property Holdings Llc	First Midwest Bk	Sheriff Of Kendall County	Sheriff Of Kendall County
Title Company:	Attorney Only	Other	Attorney Only	Attorney Only
Other Doc No:				
emor beene.				
Rec. Date:	10/16/2006	05/27/2005	09/30/1996	
	10/16/2006 08/30/2006	05/27/2005 04/13/2005	09/30/1996	
Rec. Date :			09/30/1996	
Rec. Date :	08/30/2006	04/13/2005	09/30/1996	
Rec. Date : Sale Date : Sale Price :	08/30/2006 \$2,802,000	04/13/2005 \$1,374,000	, ,	
Rec. Date : Sale Date : Sale Price : Rec.Doc.No :	08/30/2006 \$2,802,000 33258	04/13/2005 \$1,374,000 14668 QUIT CLAIM	10023	
Rec. Date : Sale Date : Sale Price : Rec.Doc.No : Doc. Type :	08/30/2006 \$2,802,000 33258	04/13/2005 \$1,374,000 14668 QUIT CLAIM	10023	
Rec. Date: Sale Date: Sale Price: Rec.Doc.No: Doc. Type:	08/30/2006 \$2,802,000 33258 TRUSTEE DEED	04/13/2005 \$1,374,000 14668 QUIT CLAIM DEED	10023 GRANT DEED Trust	
Rec. Date: Sale Date: Sale Price: Rec.Doc.No: Doc. Type: Sale Price Type: Buyer:	08/30/2006 \$2,802,000 33258 TRUSTEE DEED Trust 19589	04/13/2005 \$1,374,000 14668 QUIT CLAIM DEED	10023 GRANT DEED Trust 122132-03 Inland Land Appreciation	

Transaction History

Mortgage History

1st Mortgage Details

Mtg. Date: 10/17/2017

Mtg. Amt: \$309,000

Mtg. Doc. No: 16529

Doc. Type: MORTGAGE

Loan Type: **CONVENTIONAL**

Mtg. Rate Type:

Mtg. Term: **5 Years**

Mtg. Rate:

Lender: Old Second

Nat'l Bk

Borrower 1: Restore

Church Inc

Borrower 2:

Borrower 3:

Borrower 4:

Foreclosure History

Doc Type: LIS PENDENS

Recording Date: 01/09/2012

Fore. Doc. No: **485**

Orig Mtg Amt:

Orig Doc Date :

Lender Name:



201700016528

DEBBIE GILLETTE RECORDER - KENDALL COUNTY, IL RECORDED: 10/17/2017 02:01 PM WD: 42.08 RHSPS FEE: 10.08 PAGES: 7

Prepared by

Dennis P Lindell, Esq Lindell & Tessitore P C 1755 Park St., Suite 200, Naperville, IL 60563

When Recorded, Return to

Jordan D. Gash 1104 Redwood Dr. < Yorkville, IL 60560

Mail Tax Bills to

7

Jordan D. Gash 1104 Redwood Dr. Yorkville, IL 60560

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that SYNERGY PROPERTY HOLDINGS. LLC, an Illinois limited liability company ("Grantor"), with an address of 7800 West 95th Street, Hickory Hills, IL 60457. CONVEYS AND SPECIALLY WARRANTS to RESTORE CHURCH, INC. an Illinois Corporation d/b/a Oswego Family Church, Ine ("Grantee"), with a principal address at 5498 US Hishway 34, Dawis J. E. 605 43 for and in consideration of TEN AND NOVIOR DOLLARS (\$1000) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Kendall County, State of Illinois, to with

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

The subject Real Estate does not constitute homestead property of Grantor

SUBJECT TO THE MATTERS SET FORTH ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF WHICH GRANTEE HEREBY TAKES TITLE SUBJECT THERETO, Grantor, by execution and delivery hereof, warrants the title to said Real Estate to Grantee as to and against its acts only and none other

The undersigned person executing this deed on behalf of the Grantor represents and certifies that he has been fully empowered, by proper resolution of Grantor, to execute and deliver this deed,

7

201700016528 1/7

that Grantor has full capacity to convey the Real Estate described herein, and that all necessary action for the making of such conveyance has been taken and done

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 7 day of September, 2017

GRANTOR Synergy Property Holdings, LLC

Mary Brown

Title Vice President

STATE OF ILLINOIS

COUNTY OF COOK

I. <u>Ynthia Novose</u>, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mary Brown personally known to me to be the Vice President of Synergy Property Holdings, LLC at Ninois limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, she signed and delivered the said instrument pursuant to authority given by the company as her free and voluntary act, and as the free and voluntary act and deed of the company, for the uses and purposes therein set forth

GIVEN under my hand and official seal this

day of September 2017 OFFICIAL SEAL
Notary Public
State of Illinois
CYNTHIA NOVOSEL
Commission # 505851
on Expiration Data APRIL

Special Warranty Deed

Grantee Restore Church, Inc.

Grantor Synergy Property Holdings, LLC

Property Address Vacant and adjacent to IL Rt 71 and Wing Rd in Yorkville, IL Parcel Numbers 05-03-300-015, 05-03-300-025, 05-03-300-026

Exempt under provisions of Paragraph B Section 31-45, Property Tax Code

er, Seller, or Representati

2

201700016528 2/7

EXHIBIT A

LEGAL DESCRIPTION

PIN NUMBER 05-03-300-015, 05-03-300-025, 05-03-300-026

esidential Mortgage

COMMON ADDRESS Vacant land adjacent to IL Rt 71 and Wing Rd in Yorkville, IL

PARCEL I
THAT PART OF THE NORTHEAST. NORTHWEST AND SOUTHWEST QUARTERS OF
SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL
MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE FAST LINE OF SAID SOUTHWEST 1/4 1284 36 FEET, THENCE SOUTH 370 DEGREES 29 MINUTES 40 SECONDS WEST 680 30 FEET, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10 0 FEET FOR A POINT OF BEINNING, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 570 73 FEET FO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 44, 1938 IN DEED RECORD BOOK 88 ON PAGE 399, THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 348 57 PEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO 71, THENCE NORTH EASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 11,459 20 FEET AND A RADIAL BEARING OF NORTH 20 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 622 46 FEET, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332 0 FEET, THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423 02 FEET TO SAID CENTER LINE, THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE, THENCE NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598 62 FEET TO SAID SOUTH LINE 05 SAID NORTHEAST 1/4. THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880 56 FEET TO SAID SOUTH LINE. THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SIAD SOUTH LINE 598 62 FEET TO SAID SOUTH WEST CORNER, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 1275 36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST ALONG SIAD EAST FROM THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KEN

3

201700016528 3/7

NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

PARCEL 2

esidential Mortgage

THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284 36 FEET, THENCE SOUTH 89 DEGREES 30 MINUTES 00 DEGREES WEST, 684 42 FEET, THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592 27 FEET, THENCE SOUTH 57 DEGREES 32 MINUTES 55 SECONDS WEST, 327 57 FEET TO THE EASTERLY LINE OF WING ROAD, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 705 85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF JUNIOUS ROUTE 71 FOR THE POINT OF BEGINNING, THENCE SOUTH 21 DEGREES 52 MINUTES 29 SECONDS EAST, ALONG SAID EASTERLY LINE, 1190 FEET, THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211 0 FEET, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST PARALLEL WITH SAID EASTERLY LINE, 15 (8) FEET, TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, PIENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, PIENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEINGA, CURVE TO THE RIGHT WITH A RADIUS OF 11509 16 FEET, AN ARC DISTANCE OF 211 36 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PARCEL 3

THAT PART OF THE WEST 1/2 OF SECTION 3. TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTER OF SAID SECTION 3. THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284,36 FEET, THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684,42 FEET, THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592 27 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 57 DEGREES 33 MINUTES 35 SECONDS WEST, 327 57 FEET TO THE EASTERLY LINE OF WING ROAD. THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 586 85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119 0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE 211 0 FEET, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131 87 FEET TO SAID SOUTHERLY RIGHT-

4

201700016528 4/7

Document Images

OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509 16 FEET, AN ARC DISTANCE OF 261 03 FEET TO A LINE DRAWN NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE 695 72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

exidential Mortgage

(Less and except from Above Parcels 1, 2 & 3 part of the Southwest Quarter and part of the Northwest Quarter of Section 3, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows with bearings and distances based upon the Illinois State Plane Coordinate System, (Grid) East Zone (NAD-83, 2007 adj.) Commencing at the southwest corner of said Section 3, thence North 01 degree 35 minutes 30 seconds West 1995 04 feet along the west line of said southwest quarter section to the centerline of Illinois Route 71, thence North 69 degrees 55 minutes 19 seconds East 262 19 feet along said centerline to the point of curvature of a 11,479 05 foot radius curve to the left, thence northeasterly 163 1/ feet along said curve whose chord bears North 67 degrees 01 minutes 09 seconds East 1162 62 feet, thence South 25 degrees 53 minutes 00 seconds East 50 00 feet to the Point of Beynning on the southeasterly right of way line of Illinois Route 71, thence northeasterly 118 45 feet along said southeasterly right of way line along a 11,529 02 foot radius curve to the left whose hord bears North 61 degrees 20 minutes 15 seconds East 1118 01 feet, thence North 58 degrees 33 minutes 29 seconds East 316 42 feet along said right of way line 46 the west line of property described in document number 201300024064, thence South 13 degrees 36 minutes 03 seconds East 15 73 feet along said west line, thence South 58 degrees 33 minutes 29 seconds West 65 67 feet, thence South 56 degrees 13 minutes 50 seconds West 246 22 feet to a non-tangential curve to the right, thence southwesterly 658 26 feet along a 11,554 05 foot radius curve to the right whose chord bears South 60 degrees 11 minutes 25 seconds West 658 17 feet, thence South 50 degrees 42 minutes 49 seconds West 51 33 feet, thence southwesterly 75 56 feet along a 11,564 05 foot radius curve to the right whose chord bears South 63 degrees 52 minutes 10 seconds West 76 98 feet, thence South 63 degrees 22 minutes 56 seconds West 200 86 feet along said right of way

5

201700016528 5/7

EXHIBIT B PERMITTED EXCEPTIONS

- 1 General real estate taxes, general and special assessments not yet due and payable
- 2 Acts done or suffered by Grantee
- 3 Matters the title company agrees to endorse or insure over
- Private, public and utility easements and roads and highways, if any
- 5 Zoning, building, subdivision codes, regulations and ordinances and all other governmental regulations and rules
- 6 Rights of the public, State of Illinois and any other governmental agency or unit in and to that part of the land, if any, taken or used for road purposes, including utility rights of
 - 7 All matters of public record
 - 8 All exceptions and defects contained within that certain Title Commitment issued by Chicago Title with a title commitment number of 17010823WF with an effective date of August 18, 2017, as amended
 - 9 Rights of way for drainage tiles, dutches, recders, laterals and underground pipes, if any
 - All of the matters, terms, and condutions set forth in that certain Purchase and Sale Agreement dated June 27, 20,7 between Grantor and Grantee, as may be amended
 - Farm lease by and between Synergy Property Holdings. LLC (as Landlord) and Chris Ormiston and Maurice Ormiston Jr (as Tenants), as may be amended, and rights of the tenants thereunder.

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201700016528 6/7

Debbie Gillette Kendall County Clerk & Recorder	-
PLAT ACT AFFIDAVIT OF METES AND BOUNDS	
STATE OF ILLINOIS)	
)SS	
COUNTY OF KENDALL)	
Synergy Property Holdings, LLC, an Illinois limited liability company, being duly sworn on oath, states that all	
resides at vacant land at Illinois Route 71 and Wing Road, Yorkville, IL And further states that (please chec appropriate box)	k the
A [] That the attached deed is not in violation of 765 ILS 205/1(a), in that the sale or exchange	ıs of
an entire tract of land not being part of a larger tract of land, or	
B [] That the attached deed is not in violation of 765 ILCS/205/1(b) for one of the following re	asons
(please circle the appropriate number)	
The division or subdivision of land into parcels or tracts of 500 acres or more in size which does no)t
involve any new streets or easements of access,	muolue
The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not any new streets or easements of access,	HIVOIVE
The sale or exchange of parcels of land between axners of adjoining and contiguous land,	

easements of access.

The sale of a single lot of less than 50 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

The conveyance is of land described in the same manner as title was taken by grantor(s)

The conveyance of parcels of land or interests the cent for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access, The conveyance of land owned by a railroad or other public utility which does not involve any new streets

Conveyances made to correct descriptions in prior conveyances,
The sale or exchange of parcels or tracts of land following the division into not more than two (2) parts of a particular parcel or tract of fand existing on July 17, 1959, and not involving any new streets or

The conveyance of land for highway of other public purposes or grants or conveyances relating to the dedication of land for public use of instruments relating to the vacation of land impressed with a public

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for record

SUBSCRIBED AND SWORN BEFORE ME

or easements of access,

"OFFICIAL SEAL" KRISTIN M HALBERT Notary Public, State of Illir My Commission Expires 11/2

Kirtimotalbert Signature of Affiant Signature of Notary Public

111 West Fox Street, Yorkville IL 60560-1498

Tel (630) 553-4104 • Fax (630) 553-4119 • Email Dgillette@co kendall il us

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DEBBIE GILLETTE RECORDER - KENDALL COUNTY, IL

> RECORDED: 10/17/2017 02:01 PM MTGE: 50.00 RHSPS FEE: 10.00 PAGES: 15

FOR RECORDER'S USE ONLY

RECORDATION REQUESTED BY Old Second National Bank Aurora Main 37 S River Street

37 S River Street Aurora, IL 60506

WHEN RECORDED MAIL TO Old Second National Bank 37 S River Street Aurora, IL 60506

SEND TAX NOTICES TO Restore Church, Inc 5498 Route 34 Oswego, IL 60543-0000

This Mortgage prepared by Loan Administration Old Second National Bank 37 S River Street Aurora, IL 60506

MORTGAGE

MAXIMUM LIEN At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$618,000 00

THIS MORTGAGE dated September 8, 2017, is made and executed between Restore Church, Inc., whose address is 5498 Route 34, Oswego, IL 60543 (referred to below as "Grantor") and Old Second National Bank, whose address is 37 S River Street, Aurora, IL 60506 (referred to below as "Lender")

GRANT OF MORTGAGE For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances, all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights), and all other rights, royalities, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Kendall County, State of Illinois

PARCEL 1
THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3,
TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284 36 FEET, THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680 30 FEET, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10 0 FEET FOR A POINT OF BEGINNING, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579 53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399, THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748 57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO 71, THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459 20 FEET AND A RADIAL BEARING OF NORTH 26

5

201700016529 1/15

Loan No 63801024421

esidential Mortgage

Page 2

DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627 46 FEET, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332 0 FEET, THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264 0 FEET, THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 264 0 FEET, THENCE SOUTH 84 DEGREES 30 SECONDS WEST 423 02 FEET TO SAID CENTER LINE, THENCE NORTH 60 DEGREES 42 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472 59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598 62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880 56 FEET TO SAID SOUTH LINE, THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880 56 FEET TO SAID SOUTH LINE, THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST FROM THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS EXCEPTION, THEREFROM THAT PART IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

PARCEL 2

THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTER OF SAID SECTION 3. THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284 36 FEET, THENCE SOUTH 89 DEGREES 50 MINUTES 00 DEGREES WEST, 684 42 FEET, THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592 27 FEET, THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327 57 FEET TO THE (ASTERLY LINE OF WING ROAD, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 705 85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 11 FOR THE POINT OF BEGINNING, THENCE SOUTH 21 DEGREES 52 MINUTES 29 SECONDS EAST, ALONG SAID EASTERLY LINE, 119 0 FEET, THENCE NORTH 68 DEGREES 07 MINUTES 29 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 119 0 FEET, THENCE NORTH 68 DEGREES 07 MINUTES 29 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 131 87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF 11509 16

SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509 16 FEET, AN ARC DISTANCE OF 211 36 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PARCEL 3

THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, 1284 36 FEET, THENCE SOUTH 89 DEGREES-50 MINUTES 00 SECONDS WEST, 684 42 FEET, THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592 27 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327 57 FEET TO THE EASTERLY LINE OF WING ROAD, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 586 85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119 0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE 211 0 FEET, THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131 87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509 16 FEET, AN ARC DISTANCE OF 261 03 FEET TO A LINE DRAWN

201700016529 2/15

Loan No 63801024421

esidential Mortgage

Page 3

NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE 695 72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS

(Less and except from Above Parcels 1, 2 & 3 part of the Southwest Quarter and part of the Northwest Quarter of Section 3, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows with bearings and distances based upon the Illinois State Plane Coordinate System, (Grid) East Zone (NAD-83, 2007 adj.) Commencing at the southwest corner of said Section 3, thence North 01 degree 35 minutes 30 seconds West 1995 04 feet along the west line of said southwest quarter section to the centerline of Illinois Route 71, thence North 69 degrees 55 minutes 19 seconds East 262 19 feet along said centerline to the point of curvature of a 11,479 05 foot radius curve to the left, thence northeasterly 1163 11 feet along said curve whose chord bears North 67 degrees 01 minutes 09 seconds East 1162 62 feet, thence South 25 degrees 53 minutes 00 seconds East 50 00 feet to the Roint of Beginning on the southeasterly right of way line of Illinois Route 71, thence northeasterly 1148 45 feet along said southeasterly right of way line along a 11,529 02 foot radius curve to the left whose chord bears North 61 degrees 20 minutes 15 seconds East 1118 01 feet, thence North 58 degrees 33 minutes 29 seconds East 216 42 feet along said right of way line to the west line of property described in document number 201300024064, thence South 13 degrees 56 minutes 03 seconds East 15 73 feet along said west line, thence South 58 degrees 33 minutes 29 seconds West 65 67 feet, thence South 56 degrees 11 minutes 50 seconds West 246 22 feet to a non-tangential curve to the right, thence southwesterly 658 26 feet along a 11,554 05 foot radius curve to the right whose chord bears South 60 degrees 11 minutes 25 seconds West 658 17 feet, thence South 50 degrees 42 minutes 49 seconds West 51 33 feet, thence southwesterly 256 feet along a 11,564 05 foot radius curve to the right whose chord bears South 62 degrees 56 minutes 14 seconds West 40 32 feet, thence South 28 degrees 55 minutes 13 seconds East 100 12 feet, thence South 10 degre

The Real Property or its address is commonly known as Vacant Land at Illinois Route 71 and Wing Rd , Yorkville, IL 60560 The Real Property tax identification number is 05-03-300-015, 05-03-300-025 & 05-03-300-026

CROSS-COLLATERALIZATION In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents

FUTURE ADVANCES In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B)

201700016529 3/15

Loan No 63801024421

Page 4

PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS

PAYMENT AND PERFORMANCE Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage

POSSESSION AND MAINTENANCE OF THE PROPERTY Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions

Possession and Use Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property, (2) use, operate or manage the Property, and (3) collect the Rents from the Property

Duty to Maintain Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value

Compliance With Environmental Laws Grantor represents and warrants to Lender that (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property. (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in Withing. (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under about or from the Property by any prior owners or occupants of the Property, or (c) any actual or three-prod lingarity of claims of any kind by any person relating to such matters, and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, eigher or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or reason. Hazardous Substance on, under, about or from the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and obtaining the Property to make such inspections and tests, at Grantor authorizes Lender and its agents to entire upon the Property to make such inspections and tests, at Grantor authorizes Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections and earn appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections and earn appropriate to determine compliance of the Property with this section of the Mortgage. Substances of Grantor hereby (1) releases and waives any future claims against Lender for indemnity of centribulitor in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) (agrees to indemnify, defend, and hol

Nuisance, Waste Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent

Removal of Improvements Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with

201700016529 4/15

Loan No 63801024421

esidential Mortgage

Page 5

Improvements of at least equal value

Lender's Right to Enter Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage

Compliance with Governmental Requirements Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect Grantor agrees neither to abandon or leave unattended the Roperty. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property

Property are reasonably necessary to protect and preserve the Property

DUE ON SALE - CONSENT BY LENDER

Lender may, at Lender's option, declare infinediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property or any interest in the Real Property of sale or transfer means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable, whether voluntary or involuntary, whether by outright sale deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater transfer of any beneficial interest in or to (any land trust bolding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer (also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS The following provisions relating to the taxes and liens on the Property are part of this Mortgage

Payment Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Wortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph

Right to Contest Granter may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized if a lien arises or is filled as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filled, within fifteen (15) days after Grantor has notice of the filling, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings

Evidence of Payment Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property

201700016529 5/15

Loan No 63801024421

esidential Mortgage

Page 6

Notice of Construction Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements

PROPERTY DAMAGE INSURANCE The following provisions relating to insuring the Property are a part of this Mortgage

Maintenance of Insurance Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any consurance clause, and with a standard mortgagee clause in favor of Lender Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and to such form as may be reasonably acceptable to Lender Grantor shall deliver to Lender certificates of poverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endors ment providing that coverage in favor of Lender will not be impaired in any way by any act, orgasison of detailloof Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to botain and maintain Federal Flood Insurance, if available, within 45 days after notice is goven by bender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds Grantor shall promptly notify Lender of any loss or damage to the Property Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable post of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay adcrued interest, and the remainder, if any, shall be applied to the principal balance of the hidebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's Report on Insurance.

Grantor's Report on Insurance Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing (1) the name of the insurer, (2) the risks insured, (3) the amount of the policy, (4) the property insured, the then current replacement value of such property, and the manner of determining that value, and (5) the expiration date of the policy Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property

LENDER'S EXPENDITURES If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to

201700016529 6/15

Loan No 63801024421

Page 7

discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand. (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy, or (2) the remaining term of the Note, or (C) be treated as a balloon payment which will be due and payable at the Note's maturity The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default

WARRANTY, DEFENSE OF TITLE The following provisions relating to ownership of the Property are a part of this Mortgage

Title Grantor warrants that (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion is used in fevor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right. Dower, and authority to execute and deliver this Mortgage to Lender

Defense of Title Subject to the exception in the paragraph above, Grantor warrants and will forever Defense of Title Subject to the exception in the paragraph above. Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons in the event any action or proceeding is commenced that questions Grantor's title of the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to meet to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and equilations of governmental authorities.

Survival of Representations and Warranties Athrespresentations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in

CONDEMNATION The following provisions religing to condemnation proceedings are a part of this Mortgage

Proceedings If any proceeding in Condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly (take such steps as may be necessary to defend the action and obtain the award Grantor may be the homized party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation

Application of Net Proceeds If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage

Current Taxes, Fees and Charges Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property Grantor shall reimburse Lender for all taxes, as described below. together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without

201700016529

7/15

esidential Mortgage

Page 8

limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage

Taxes The following shall constitute taxes to which this section applies (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage, (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage, (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note, and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor

Subsequent Taxes If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to

SECURITY AGREEMENT, FINANCING STATEMENTS The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage

Security Agreement This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secure party under the Uniform Commercial Code as amended from time to time

Security Interest Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Bentis and Personal Property. In addition to recording this Mortgage in the real property records, Lender may at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of, this Mortgage as a financing statement Grantor shall reimburse Lender for all expenses included in perfecting or continuing this security interest Upon default, Grantor shall not remove, sever or defauct the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law

Addresses The mailing addresses of Granfor (debtot) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage

FURTHER ASSURANCES, ATTORNEY-IN-FACT The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage

Further Assurances At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filled, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1). Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph

Attorney-in-Fact If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph

201700016529 8/15

Loan No 63801024421

Page 9

FULL PERFORMANCE If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time

REINSTATEMENT OF SECURITY INTEREST If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement expending the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage

EVENTS OF DEFAULT Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage

Payment Default Grantor fails to make any payment when due under the indebtedness

Default on Other Payments Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien

Environmental Default Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property

Other Defaults Grantor fails to comply with on to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor

Default in Favor of Third Parties Should Granior default under any loan, extension of credit, security agreement, purchase or sales agreement on any other agreement, in favor of any other creditor or person that may materially affect any of Granior's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligation's under this Mortgage or any of the Related Documents

False Statements Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter

Defective Collateralization This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason

Insolvency The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor

Creditor or Forfeiture Proceedings Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender However, this Event of Default shall not

201700016529 9/15

Loan No 63801024421

Page 10

apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute

Breach of Other Agreement Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later

Events Affecting Guarantor Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness

Adverse Change A material adverse change occurs in Grantor's financial condition or Lender believes the prospect of payment or performance of the Indebtedness is impaired

Insecurity Lender in good faith believes itself insecure

RIGHTS AND REMEDIES ON DEFAULT Upon the occurrence of an Exemple Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following nights and remedies, in addition to any other rights or remedies provided by law

Accelerate Indebtedness Lender shall have the right at the option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including an prepayment penalty that Grantor would be required to pay

UCC Remedies With respect to all or any part of the Ressonal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code

Collect Rents Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unipaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness in furtherance of this right, Lender may require any tenant or other user of the Property to make payment of irent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or which users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver

Mortgage in Possession. Lender shall have the right to be placed as mortgage in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as receiver.

Judicial Foreclosure Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property

Deficiency Judgment If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies Lender shall have all other rights and remedies provided in this Mortgage or the Note or

201700016529 10/15

Loan No 63801024421

esidential Mortgage

Page 11

available at law or in equity

Sale of the Property To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled In exercising its rights and remedies. Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales Lender shall be entitled to bid at any public sale on all or any portion of the Property

Notice of Sale Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition and sale of the Personal Property may be made in conjunction with any sale of the Real Property

Attorneys' Fees, Expenses If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the polit may adjudge reasonable as attorneys' fees at that and upon any appeal. Whether or not any count action is involved, and to the extent not prohibited by law, all reasonable expenses Lender induits that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its inghts shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law. Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisat fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shell be given in writing, and shell be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, it maked when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclopure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

CURE PROVISIONS If any default, other than a default in payment on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, then so long as the continued operation and safety of the Property, and the priority, validity and enforceability of the liens created by the Mortgage or any of the other Related Documents and the value of the Property are not impaired, threatened or jeopardized, then the Borrower or Grantor, as the case may be, shall have a penod (the "Cure Penod") of fifteen (15) days after the Borrower or Grantor, as the case may be, obtains actual knowledge of such failure or receives written notice of such failure to cure the default

201700016529 11/15

Document Images

MORTGAGE (Continued)

Loan No 63801024421

Page 12

COUNTERPARTS This document may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document

MISCELLANEOUS PROVISIONS The following miscellaneous provisions are a part of this Mortgage

Amendments This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property

Caption Headings Caption headings in this Mortgage are for convenience purposes willy and are not to be used to interpret or define the provisions of this Mortgage

Governing Law This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.

No Waiver by Lender Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay of omission on the part of Lender in exercising any right shall operate as a waiver of such (port of any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other pravision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any other circumstance. That finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender

Successors and Assigns Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns if ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness

Time is of the Essence Time is of the essence in the performance of this Mortgage

Waive Jury All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party

201700016529 12/15

Loan No 63801024421

esidential Mortgage

Page 13

Waiver of Homestead Exemption Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage

Waiver of Right of Redemption NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY

DEFINITIONS The following capitalized words and terms shall have the following meanings when used in this Mortgage Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the signgular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code

Borrower The word "Borrower" means Restore Church, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns

Default The word "Default" means the Default set forth in this Mortgage un the section titled "Default"

Environmental Laws The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human hearth on the comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U S C Section 9601, et seq ("CERCLA") the Superfund Amendments and Reauthorization Act of 1986, Pub L No 99-499 ("SARA"), the Hearthous Materials Transportation Act, 49 U S C Section 1801, et seq, the Resource Conservation and Resource Act, 42 U S C Section 6901, et seq, or other applicable state or federal laws, rules, or regulations adopted pursuant thereto

Event of Default The words "Event of Default" prean any Mortgage in the events of default section of this Mortgage. of the events of default set forth in this

Grantor The word "Grantor" means Restore Church, Inc

Guaranty The word "Guaranty" means the quaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note

Hazardous Substances The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. and asbestos

The word 'Improvements' means all existing and future improvements, buildings, le homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property-

The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage

Lender The word "Lender" means Old Second National Bank, its successors and assigns

201700016529 13/15

Document Images

MORTGAGE (Continued)

Loan No 63801024421

Page 14

Mortgage The word "Mortgage" means this Mortgage between Grantor and Lender

Note The word "Note" means the promissory note dated September 8, 2017, in the original principal amount of \$309,000 00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 4.875% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule. In 59 regular payments of \$2,434.69 each and one irregular last payment estimated at \$232,562.56. Grantor's first payment is due October 8, 2017, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on September 8, 2022, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The maturity date of the Note is September 8, 2022.

Personal Property The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter affected or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of and all substitutions for, any of such property, and together with all proceeds (including without limitation, all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property

Property The word "Property" means collectively the Real Property and the Personal Property

Real Property The words "Real Property" mean the real property, intexests and rights, as further described in this Mortnage

Related Documents The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security deeds, collateral mortgages, and all other instruments agreements and documents, whether now or hereafter existing, executed in connection with the lindebledness

Rents The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS

GRANTOR

RESTORE CHURCH, INC

Jordan D Gash President of Restore Charch, Inc.

201700016529 14/15

MORTGAGE Loan No 63801024421 (Continued) Page 15 CORPORATE ACKNOWLEDGMENT STATE OF) SS Dupage COUNTY OF On this Study of September, 2017 before me, the undersigned Notary Public, personally appeared Jordan D Gash, President of Restore Church, Inc., and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws of by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation Kristin M Halbert Residing at 11 Notary Public in and for the State of 1115116 My commission expires Notary Public, State of Illinois Commission Expires 11/5/2018 Copr D+H USA Corporation 1997, 2017 L \CFI\LPL\GOS PC \R-5553 PR-11 LaserPro, Ver 17 2 10 037 All Rights Reserved

201700016529 15/15

Foreclosure Document

PREPARED BY:

Marilyn A. Mulcahy 7800W. 95th Street. Ste. 2 East Hickory Hills IL 60457 Telephone: 708-430-1300 Attorneys for Plaintiff

MAIL TO:

JAMES B. CARROLL & ASSOCIATES 7800 West 95th Street, Ste. 2 East Hickory Hills, IL 60457



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GILLETTE KENDALL COUNTY, IL

RECORDED: 1/9/2012 1:55 PM LISP: 50.00 RHSPS FEE: 10.00 PAGES: 5

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT KENDALL COUNTY, ILLINOIS

STANDARD BANK AND TRUST, an Illinois Banking Corporation,

Plaintiff,

JAKE LAND GROUP, LLC, an Illinois Limited Liability Company, STANDARD BANK AND TRUST COMPANY A/T/U/T/A A/T/U/T # 19589 DATED 8/25/06, KEVIN M. BENSON, UNKNOWN OWNERS and NON-RECORD CLAIMANTS,

Defendants.

2011 CH 1375

NOTICE OF FORECLOSURE

I, the undersigned attorney for Plaintiff, do hereby certify that the above entitled cause was filed in the captioned Court on December 2011, for foreclosure of a Collateral Assignment of Beneficial Interest in Standard Bank and Trust Company Trust #19589, made by Standard Bank and Trust Company a/t/u/d adated August 25, 2006, and known as Trust Number 19589 to Standard Bank and Trust Company dated Se[tember 1, 2006. Said action is now pending in the captioned Court. The record title holder of the affected real estate is Standard Bank and Trust Company a/t/u/t/a dated August 25, 2006, and known as Trust Number 19589 and it is legally described as:

See Legal Description attached hereto as Exhibit "A" and made a part hereof.

COMMONLY KNOWN AS: 94 acres vacant land located at Route 126 and 71, Yorkville, IL 60550

60550 P.I.N. NUMBER:

05-03-300-013 05-03-300-014

05-03-300-015

05-03-300-016

05-03-300-025 05-03-300-026

STANDARD BANK A

STANDARD BANK AND TRUST COMPANY
By My Mulcoby

201200000485 1/5

Customer Name : mike Imoto Customer Company Name : Cenergy Power Prepared On : 03/21/2018

stewart title

LEGAL DESCRIPTION

PARCEL ONE: 05-03-300-014

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTHERLY ALONG SAID WEST LINE, 1118.27 FEET A POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGEL OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE, THENCE NORTHEASTERLY ALONG SAID CLAIM LINE, 941.92 FEET TO A POINT ON A LINE DRAWN SOUTHWESTERLY, PERPENDICULAR TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126 FROM A POINT ON SAID CENTER LINE WHICH IS 1049.70 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF ILLINOIS STATE ROUTE 71; THENCE NORTHEASTERLY TO SAID POINT ON SAID CENTER LINE OF ILLINOIS ROUTE 126 AFORESAID; THENCE NORTHWESTERLY ALONG SAID ROUTE 126 CENTER LINE AND TO SAID ROUTE 71 CENTER LINE; THENCE SOUTHWESTERLY ALONG SAID ROUTE 71 CENTER LINE, 30.58 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE, 78.83 FEET, TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS EAST, ON A BEARING REFERENCED TO AN ASSUMED NORTH, 1925.21 FEET ON THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 58.55 FEET TO THE EXISTING SOUTHEASTERLY RIGHT OF WAY LINE OF A F.A.P. ROUTE 311 (IL ROUTE 71) AND THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 34 MINUTES 00 SECONDS EAST 35.28 FEET ON SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF S.B.I. ROUTE 66 (IL ROUTE 126); THENCE SOUTH 70 DEGREES 08 MINUTES 35 SECONDS EAST 125.66 FEET ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 81 DEGREES 09 MINUTES 04 SECONDS WEST 51.85 FEET; THENCE NORTH 76 DEGREES 30 MINUTES 40 SECONDS WEST 103.47 FEET TO THE POINT OF BEGINNING); IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL TWO: 05-03-300-013

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID WEST LINE, 1118.27 FEET THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 28 DEGREES 33 MINUTES 54 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE

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THEREFROM, 228.53 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 178 DEGREES 11 MINUTES 35 SECONDS.WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 112.67 FEET TO A LINE DRAWN PARALLEL WITH AND 160.0 FEET NORMALLY DISTANT, EASTERLY OF SAID WEST LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 717.44 FEET TO SAID CLAIM LINE; THENCE SOUTHWESTERLY ALONG SAID CLAIM LINE, 188.42 FEET TO THE POINT OF BEGINNING, IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL THREE: 05-03-300-015

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THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 1284.36 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680.30 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579.53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399; THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748.57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 71; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459.20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627.46 FEET; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332.0 FEET; THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264.0 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202.0 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423.02 FEET TO SAID CENTER LINE; THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472.59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER WHICH IS 598.62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880.56 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598.62 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275.36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681.94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL FOUR: 05-03-300-016

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 0 DEGREES 08 MINUTES 09 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 798.60 FEET TO AN OLD CLAIM LINE; THENCE NORTH 57 DEGREES 59 MINUTES 05 SECONDS

2

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EAST ALONG SAID OLD CLAIM LINE 299.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 51 MINUTES 32 SECONDS WEST, 402.10 FEET; THENCE SOUTH 59 DEGREES 25 MINUTES, 54 SECONDS EAST, 255.51 FEET; THENCE NORTH 59 DEGREES 55 MINUTES 25 SECONDS EAST, 355.65 FEET; THENCE NORTH 62 DEGREES 43 MINUTES 29 SECONDS EAST, 853.57 FEET; THENCE NORTH 33 DEGREES 24 MINUTES 40 SECONDS EAST, 542.27 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2292.01 FEET AND A RADIAL BEARING OF SOUTH 29 DEGREES 23 MINUTES 51 SECONDS WEST AT THE LAST DESCRIBED POINT, 358.41 FEET TO A POINT WHICH IS 151.00 FEET, AS MEASURED ALONG SAID CENTER LINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE AND SAID OLD CLAIM LINE; THENCE SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 265.70 FEET; THENCE SOUTH 73 DEGREES 54 MINUTES 28 SECONDS WEST, 102.86 FEET; THENCE SOUTH 74 DEGREES 11 MINUTES 54 SECONDS WEST, 280.96 FEET; THENCE NORTH 32 DEGREES 00 MINUTES 55 SECONDS WEST, 24.19 FEET TO SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 10 MINUTES 05 SECONDS WEST ALONG SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 10 MINUTES 105 SECONDS WEST ALONG SAID OLD CLAIM LINE; THENCE SOUTH 87 DEGREES 10 MINUTES 105 SECONDS WEST ALONG SAID OLD CLAIM LINE; THENCE SOUTH

PARCEL FIVE:

A PERPETUAL EASEMENT FOR THE OPERATION, MAINTENANCE AND USE OF A SEPTIC FIELD FOR THE BENEFIT OF PARCEL ONE HEREINABOVE DESCRIBED, UNDER AND UPON THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE CONTIGUOUS TO PARCEL ONE TO WIT:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL ONE, HEREINABOVE DESCRIBED ON THE CENTER LINE OF ILLINOIS STATE ROUTE NUMBER 126; THENCE SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 47.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NUMBER 126, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45 DEGREES 05 MINUTES 49 SECONDS WEST, 105.0 FEET; THENCE NORTH 32 DEGREES 08 MINUTES 38 SECONDS WEST, 151.18 FEET; THENCE SOUTH 76 DEGREES 09 MINUTES 49 SECONDS EAST, 5.28 FEET; THENCE SOUTH 70 DEGREES 39 MINUTES 49 SECONDS EAST, 158.65 FEET, TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, ALL IN KENDALL COUNTY, ILLINOIS.

PARCEL 6: 05-03-300-025

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 DEGREES WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 705.85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 FOR THE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 52 MINUTES 29 SECONDS EAST, ALONG SAID EASTERLY LINE, 119.0 FEET; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-

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WAY LINE OF ILLINOIS ROUTE 71; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE RIGHT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 211.36 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL SEVEN: 05-03-300-026

THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 1284.36 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 684.42 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST, 592.27 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 33 MINUTES 55 SECONDS WEST, 327.57 FEET TO THE EASTERLY LINE OF WING ROAD; THENCENORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, 586.85 FEET TO A POINT ON SAID EASTERLY LINE WHICH IS 119.0 FEET (MEASURED ALONG SAID EASTERLY LINE) SOUTHEASTERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71; THENCE NORTH 68 DEGREES 07 MINUTES 31 SECONDS EAST, PERPENDICULAR TO SAID EASTERLY LINE, 211.0 FEET; THENCE NORTH 21 DEGREES 52 MINUTES 29 SECONDS WEST, PARALLEL WITH SAID EASTERLY LINE, 131.87 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71, THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE LEFT WITH A RADIUS OF 11509.16 FEET, AN ARC DISTANCE OF 261.03 FEET TO A LINE DRAWN NORTH 09 DEGREES 30 MINUTES 00 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID LINE 695.72 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

C/K/A- 94 Acres Vacant Land Route 126 & Route 71 Yorkville, IL 6056

PIN NUMBERS:

05-03-300-013 05-03-300-014 05-03-300-015 05-03-300-016 05-03-300-025 05-03-300-026

4

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No additional documents uploaded.

<u>Special Use Permit – Restore Yorkville CS – Community Solar Project – Project Description</u>

Project Overview

BAP Power Corporation dba Cenergy Power ("<u>Developer</u>") requests a special use permit from the City of Yorkville ("<u>Yorkville</u>") for a 2.494 megawatt ("<u>MW</u>") direct current ("<u>DC</u>")/ 1.98 MW alternative current ("<u>AC</u>") photovoltaic ("<u>PV</u>") ground mounted community solar project ("<u>Project</u>") located near Route 71 and Highway 126 in Yorkville, IL 60560 (Yorkville PIN 05-03-300-015) ("<u>Project Site</u>"). The Project Site is currently owned by Restore Church Inc. and designated as "PUD – Planned Unit Development" by Yorkville.

a. Existing Site Conditions

The Project Site is flat and is not within any known areas which would cause zoning issues for the development of the Project (i.e. within flood or wetland zones). Developer has researched Kendall County's GIS and the Project Site is not in a historical flood zone or wetland area. The Project Site is currently in use as farmland and being farmed for soybeans.

b. Proposed Modifications to the Site

Developer proposes to build a single axis tracking PV system on the Project Site within a fenced area of 9.69 acres. See Exhibit C for site plan. Our standard solar system has a maximum height from grade level of seven (7) feet. The panels will slowly move from east to west throughout the day tracking the sun. The solar system will be not be operational and will not move at night. There is minimal noise impact of the solar system. The Project will also be fenced in with a perimeter chain-linked fence that will have a height of 6 to 7 feet.

Based on our initial site survey, the Project will not require any grading. After we clear the land in preparation for construction, the Project will only disturb the land within the fenced area with: (i) pile-driven posts to support the Project's racking system and solar modules, (ii) four utility poles that will rise up to approximately 30 feet high, (iii) a concrete equipment pad with dimensions of approximately 11 feet x 27 feet, and (iv) a class 2 service road base having a width of about 15-20 feet running along the interior perimeter of the fence. Access to the Project Site will be via a gate on the southwest side of the Project Site (off of Highway 126). There is expected to be minimal erosion and sediment during construction as well as minimal impact to the site's natural storm water runoff post construction.

Developer will employ standard solar PV modules, each with dimensions of less than 4 feet x 7 feet x 0.2 feet. Such modules will be placed on a galvanized steel racking system with bolts and screws. No welding or material cutting of equipment will be done at the Project Site. The Project will utilize smart string inverters that will hang on the racking system with dimensions of approximately 2 feet x 3 feet x 1 feet. These inverters are used to convert DC power from the modules to AC power to the utility transformer at 480 volts. The solar power generation from the project will be sold by Developer to local entities on a virtual basis (i.e. school districts, water

districts, businesses) through the upcoming community solar Illinois and Commonwealth Edison.	program administered by the state of

EXHIBIT A

LEGAL DESCRIPTION

PIN NUMBER 05-03-300-015, 05-03-300-025, 05-03-300-026

COMMON ADDRESS Vacant land adjacent to IL Rt 71 and Wing Rd in Yorkville, IL

PARCEL 1

THAT PART OF THE NORTHEAST. NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284 36 FEET, THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680 30 FEET, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10 0 FEET FOR A POINT OF BEGINNING. THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579 53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399, THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748 57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO 71, THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459 20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627 46 FEET, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332 0 FEET, THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264 0 FEET, THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202 0 FEET, THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423 02 FEET TO SAID CENTER LINE, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472 59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598 62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880 56 FEET TO SAID SOUTH LINE. THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SIAD SOUTH LINE 598 62 FEET TO SAID SOUTHWEST CORNER, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275 36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681 94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART IN THE NORTHEAST QUARTER OF SECTION 3. TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

EXHIBIT B PROPERTY LIST OF ADJOINING OR CONTIGUOUS PARCELS

PIN	OWNER NAME	ADDRESS	
05-03-100-004	CHARLES MACKINNON &	801 WARRENVILLE RD #150,	
	ROBERTA RICHMOND LIV TR	LISLE IL 60532-4328 C022	
05-03-200-001	CHARLES MACKINNON, &,	801 WARRENVILLE RD #150,	
	ROBERTA RICHMOND LIV TR	LISLE IL 60532-4328 C022	
05-03-200-020	OSWEGO GOSPEL ASSEMBLY	7090 US HIGHWAY 34,	
	CHURCH	OSWEGO IL 60543-9171 R025	
05-03-200-010	STEVEN J WALLIS, MARGARET	8614 STATE ROUTE 71	
	WEILAND	YORKVILLE IL 60560	
05-03-400-002	GEORGE E BLOCK	2801 W JEFFERSON ST,	
		JOLIET IL 60435-5299 C023	
05-03-300-010	GERARDO BARAJAS	8591 ROUTE 126	
		YORKVILLE IL 60560	
05-03-300-009	GAIL BREWER	6670 WING RD	
		YORKVILLE IL 60560	
05-03-300-008	D'ARCY TERRANCE	6610 WING RD	
		YORKVILLE IL 60560	
05-03-300-033	RESTORE CHURCH INC DBA	5498 US HIGHWAY 34,	
	OSWEGO FAMILY CHURCH INC	OSWEGO IL 60543 R025	
05-03-100-001	DEPARTMENT OF	8755 STATE ROUTE 71	
	TRANSPORTATION	YORKVILLE IL 60560	

EXHIBIT C

[SITE PLAN ATTACHED]



Memorandum

To: Plan Council

From: Krysti J. Barksdale-Noble, Community Development Director

Date: April 6, 2018

Subject: PZC 2018-08 BAP Power Corp. – Windmill Farms PUD

Solar Farm (Special Use)

I have reviewed the original application for Special Use request provided March 23, 2018 as submitted by BAP Power Corporation, petitioner, as well as the supplemental information provided on April 5, 2018. The petitioner is seeking a special use authorization to construct a freestanding alternative energy system (solar farm) on approximately 9.69-acres of vacant land near IL Route 71 and IL Route 126 within the Windmill Farms Planned Unit Development (PUD).

Included within the original application and the supplemental materials are as follows:

- 1) Application for Special Use w/attachments
- 2) Legal Description
- 3) Surrounding Property Owners
- 4) Proposed Solar Power Installation Site Plan dated 03/21/18
- 5) Cenergy Power response letter dated 04/04/18
- 6) Level 2 Interconnection Application Receipt with ComEd dated 03/14/18
- 7) Revised Site Plan prepared by Cenergy Power dated 04/04/18

Based upon my review of the application documents and materials, I have compiled the following comments (requests to the petitioner are underlined):

Zoning & Land Use History

- The subject property is currently zoned Planned Unit Development (PUD) with an underlying zoning of B-3 General Business District and R-4 General Multi-Family Residence District, as part of the Windmill Farm PUD approved in 2008 per Ordinance 2008-40.
- Per Exhibit "E" of Ord. 2008-40 granting Annexation and Planned Unit Development approval for the Windmill Farms development, the approximately 91-acre site, of which the subject property is included, was to be developed as with mixed residential and commercial land uses.
- The annexation and concept PUD plan were the only approvals granted for the Windmill Farm development. The property has remained vacant and unplatted since the original approvals in 2008.
- The proposed use is defined in the Yorkville Zoning Ordinance as a "solar farm" which consists of more than one freestanding solar energy system on a given site, constructed for the commercial generation of electrical power. Solar Farms are permitted as Special Uses in all zoning districts.
- The Special Use request will be subject to an amended annexation agreement and the repeal of the existing Planned Unit Development concept plan prior to the issuance of a building permit to construct the alternative energy solar system. It is staff's understanding the the successor property owners will be submitting a request for amended annexation and repeal of the existing PUD concept plan within the near future. The need to move ahead of that process for the approval of the Special Use for the freestanding solar farm system is to position the property for funding

- through the upcoming community solar program administered through the State of Illinois and Commonwealth Edison.
- Per Section 10-4-9 of the Zoning Ordinance, in any case where a special use has been granted, such approval shall become null and void unless it is in place and in active use within three (3) years of the date of issuance. If the property owner fails to secure the amended annexation agreement and repeal of the existing Planned Unit Development leading to the delay in issuing the building permit for the installation of the solar farm system, the special use will automatically be revoked upon the third year from the date of approval.

The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	A-1 Agriculture	Unincorporated Kendall County (Farm Land)/IL Rte 71
South	A-1 Agriculture	Unincorporated Kendall County (Landscape Business)
East	A-1 Agriculture	Unincorporated Kendall County (Farm Land)
West	Windmill Farm PUD	Single Family Residential

Location on Site

- The proposed solar farm would be required to meet the setback standards for the B-3 General Business District as well as the provisions under the Freestanding Solar Energy Systems regulations. Table 10.07.01 of Chapter 7 in the City's Zoning Ordinance provides dimensions and bulk regulations for the B-3 General Business District.
- Section 19-7-C of the Yorkville Zoning Ordinance states that freestanding solar energy systems shall not be located within the required front yard or corner side yard. Additionally, Section 19-7-B of the Yorkville Zoning Ordinance states that all parts of any freestanding solar energy system shall be set back 8 feet from interior side and rear property lines.
- The following chart illustrates the minimum required yard setbacks for solar systems based upon the B-3 District regulations and the Freestanding Solar Energy System requirements:

	Minimum Requirement	Proposed Setback
Front (IL Rte. 71)	50 feet	Over 600 feet
Rear	8 feet	40 feet
Interior Side (East)	8 feet	20 feet
Interior Side (West)	8 feet	Approx. 66 feet

• The proposed solar farm is located in the rear yard of the parcel and meets the minimum setback requirements for the proposed use.

Height

- Overall height of solar module units is shown on the section of the Typical Ground Mount Rack as 7'-0" maximum (Image No. 3 on Proposed Solar Power Installation plan Sheet SP-1 dated last revised 04-04-18).
- Per Section 10-19-7 of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the minimum clearance between the lowest point of the system and the surface on which the system is mounted is ten feet (10'). The plans provided indicate a minimum clearance of three feet (3'). Petitioner has provided a written narrative which is an acceptable response.

Glare

• Per Section 10-19-7-E of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the panels are to be placed such that the concentrated solar radiation or glare does is not directed onto nearby properties or roadways. Petitioner has provided the distance, in linear feet, of the closest solar module to the nearest neighboring property with a building and roadway on the revised Site Plan.

Fencing

• A dimensioned section detail has been provided for the proposed perimeter fence. Staff recommends in addition to the fencing along the southern fence line adjacent to the existing landscape business, a landscape buffer to soften the view of the expanse of vinyl fencing.

Accessory Use

• Section 19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. <u>Please confirm the proposed solar farm will be accessory to the Oswego Family Christian Church use.</u>

Signage

• Section 19-4-F states that no commercial signage or attention getting device is permitted on any alternative energy system. Please confirm that the proposed use will not have any signage located on the solar farm or the surrounding fence.

Utility Service Provider

• Per Section 10-19-4-G of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, evidence must be provided that the electric utility service provider which services the site has been notified of the owner's intent to install an interconnected energy system. Petitioner has provided documentation.

Landscape Ordinance

- It was noted in the project narrative that the site will need to be cleared in preparation for the installation of the panels. Per Section 8-12-2-H of the Landscape Ordinance, a Tree Preservation Plan is required for all lots five (5) acres or greater in area. No live trees with a four inch (4") DBH (diameter breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. Please provide, if required.
- Please refer to the following link to the Landscape Ordinance for additional information: http://www.sterlingcodifiers.com/codebook/index.php?book_id=415

Abandoned Systems

- Section 10-19-4-E states all alternative energy systems inactive or inoperable for a period of 12 continuous months shall be deemed abandoned and the owner is required to repair or remove the system from the property at the owner's expense within 90 days of notice from the City. To ensure compliance, we will require a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses. This will be a condition of the Special Use approval.
- In addition to the security, the City will also require a blanket easement to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code. This will be a condition of the Special Use approval.



April 6, 2018

Ms. Krysti Barksdale-Noble Community Development Director United City of Yorkville 800 Game Farm Road Yorkville, IL 60560

Re: Solar Installation - Restore Church Inc.

Site Layout – 1st Submittal

United City of Yorkville, Kendall County, Illinois

Dear Krysti:

We are in receipt of the following items for the above referenced project:

- Proposed Solar Power Installation (1 sheet) dated March 21, 2018 and prepared by Cenergy Power
- Follow-up Letter for Special Use Permit Application for a Solar Farm dated April 2, 2018 and prepared by United City of Yorkville Community Development Department

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

General

- 1. For the project to proceed engineering plans would need to be provided. The plans would need to include, but not be limited to, the following items:
 - a. Existing Conditions and Demolition Plan
 - b. Grading and Drainage Plan
 - c. Utility Plan
 - d. Erosion Control Plan
 - e. Construction Specifications and Details
 - f. Perimeter fence layout and details
- 2. The proposed site access should be clarified. It appears from the concept layout that access would be through the adjacent property to the south. The access drive and connection to the road should be shown on the engineering plans and an access easement or agreement provided as necessary.

- 3. A Stormwater Permit and stormwater management report including all required runoff and detention calculations is required for development. Since the site is a non-residential parcel larger than 3 acres with more than 45,000 square feet of proposed development, detention will be required in accordance with the ordinance requirements.
- 4. A wetland determination/delineation will be required in accordance with the City wetland ordinance requirements.
- 5. A tree preservation and landscape plan are required.
- 6. Since the site disturbs more than one acre a NPDES Construction Permit from the IEPA will be required. The Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will need to be submitted to IEPA a minimum of 30 days prior to the start of construction.
- 7. Security will be required that will provide for removal of the system. In addition, a blanket easement allowing the City to remove the abandoned system will also be necessary.

The Developer should make the necessary revisions and re-submit plans and supporting documents along with a disposition letter for further review. If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Vice President

BPS/TNP/BCS

pc: Mr. Bart Olson, City Administrator (Via e-mail)

Ms. Erin Willrett, Assistant City Administrator (Via e-mail)

Mr. Jason Engberg, Senior Planner (Via e-mail)

Mr. Eric Dhuse, Director of Public Works (Via e-mail)

Mr. Pete Ratos, Building Department (Via e-mail)

Ms. Dee Weinert, Admin Assistant (Via e-mail)

Ms. Lisa Pickering, Deputy Clerk (Via e-mail)

Mr. William Pham, CEO, BAP Power Corporation (Via e-mail)

TNP, JAM, EEI (Via e-mail)



United City of Yorkville

County Seat of Kendall County 800 Game Farm Road Yorkville, Illinois 60560 Telephone: 630-553-8545

Fax: 630-553-3436

Website: www.yorkville.il.us

April 2, 2018

Mr. William Pham CEO BAP Power Corporation 3176 Lionshead Avenue Carlsbad, CA 92010

VIA E-MAIL (wpham@cenergypower.com)

RE: BAP Power Corporation - Windmill Farms – SE Quadrant of IL 71 & IL 126 Follow-up Letter for Special Use Permit Application for a Solar Farm

Dear Mr. Pham,

Staff has reviewed your submitted application for the above-referenced project and found deficiencies in needed information/documentation before the application can be deemed complete. Please provide the additional information requested below in order to advance to the next regularly scheduled meeting in the process:

- 1. Differentiation of the property's boundary lines in a bolder line and solid black color on the Site Plan for ease in determining the setback distances.
- 2. Overall height of solar module units must be shown on the section of the Typical Ground Mount Rack (Image No. 3 on Proposed Solar Power Installation plan Sheet SP-1 dated last revised 3-21-18). This information was provided in the narrative of the project description, but is also required to be illustrated on the proposed plan.
- 3. Per Section 10-19-7-E of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the panels are to be placed such that the concentrated solar radiation or glare does is not directed onto nearby properties or roadways. While information on the orientation of the panels tilt has been provided in the project narrative, please provide the distance, in linear feet, of the closest solar module to the nearest neighboring property with a building and roadway on the Site Plan.
- 4. A dimensioned section detail is required for the proposed perimeter fence. Note that Section 10-17-2 of the Zoning Ordinance regarding Fencing and Screening prohibits the use of chain-link fencing, but allows for vinyl coated chain-link fencing only in the rear and side yards. Additionally, barbed wire is prohibited in Residential and Business zoned districts.
- 5. It was noted in the project narrative that the site will need to be cleared in preparation for the installation of the panels. Per Section 8-12-2-H of the Landscape Ordinance, a Tree Preservation Plan is required for all lots five (5) acres or greater in area. No live trees with a four inch (4") DBH (diameter breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. Please refer to the following link to the Landscape Ordinance for additional information: http://www.sterlingcodifiers.com/codebook/index.php?book_id=415
- 6. Per Section 10-19-4-G of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, evidence must be provided that the electric utility service provider which services the site has been notified of the owner's intent to install an interconnected energy system. Please provide this documentation.

- 7. Per Section 10-19-7 of the Zoning Ordinance regarding Alternative Energy Systems for freestanding solar units, the minimum clearance between the lowest point of the system and the surface on which the system is mounted is ten feet (10'). The plans provided indicate a minimum clearance of three feet (3'). Please provide a written response and reasoning as to the requested distance.
- 8. Section 10-19-9-A-3 states prior to permit issuance, the owner shall sign an acknowledgement that said owner will be responsible for any and all enforcement costs and remediation costs resulting from any violations of that chapter. The costs include, but are not limited to, removal of system, property restoration upon removal of the system, city legal expenses and hearing costs associated with violations of that chapter. This will be a condition of the Special Use approval.

Upon satisfactory receipt of the information requested by **Friday**, **April 13**, **2018**, you will be placed on the next available Plan Council meeting. A revised tentative meeting schedule will be provided to you upon review of the completed application.

Should you have any additional questions, please feel free to contact me at 630-553-8573, or via email: knoble@yorkville.il.us.

Sincerely,

Krysti J. Barksdale-Noble, AICP Community Development Director

Encl.

Cc: Chad Chahbazi, Cenergy Power (via e-mail)
Michael Imoto, Cenergy Power (via e-mail)
Gary Golinski, Mayor (via e-mail)
Bart Olson, City Administrator (via e-mail)
Erin Willrett, Assistant City Administrator (via e-mail)
Kathleen Field-Orr, City Attorney (via e-mail)
Brad Sanderson, EEI, City Engineer (via-email)
Lisa Pickering, Deputy City Clerk (via e-mail)
Jason Engberg, Senior Planner (via e-mail)



United City of Yorkville

County Seat of Kendall County 800 Game Farm Road Yorkville, Illinois 60560 Telephone: 630-553-8545

Fax: 630-553-3436

Website: www.yorkville.il.us

April 13, 2018

Mr. William Pham CEO BAP Power Corporation 3176 Lionshead Avenue Carlsbad, CA 92010

VIA E-MAIL (wpham@cenergypower.com)

RE: BAP Power Corporation - Windmill Farms – SE Quadrant of IL 71 & IL 126 Follow-up Letter for Special Use Permit Application for a Solar Farm

Dear Mr. Pham,

This correspondence is intended to follow-up on the recent Plan Council meeting held on April, 12, 2018 to discuss the proposed Special Use Permit application for a proposed solar farm project at the above-referenced location. Per that discussion, below are the comments presented during the Plan Council meeting for which additional information, revised plans and/or a written response is requested:

Community Development Comments:

Fencing

• A dimensioned elevation and/or manufacturers cut sheet of the proposed perimeter fence is required. Staff recommends in addition to the fencing along the southern fence line adjacent to the existing landscape business, a landscape buffer to soften the view of the expanse of vinyl fencing.

Accessory Use

• Section 19-4-D states that alternative energy systems shall be an accessory to the principal permitted use. Please confirm in written narrative the proposed solar farm will be accessory to the Oswego Family Christian Church use.

Signage

• Section 19-4-F states that no commercial signage or attention getting device is permitted on any alternative energy system. <u>Please provide a dimensioned example/graphic of any proposed signage to be attached on the solar farm or the surrounding fence.</u>

Landscape Plan

• Per Section 8-12-2-H of the Landscape Ordinance, a Tree Preservation Plan is required for all lots five (5) acres or greater in area. No live trees with a four inch (4") DBH (diameter breast height) may be removed without first submitting an application for tree removal and receiving approval from the City. While the Tree Preservation Plan will be a requirement as a condition of the special use and prior to issuance of a building permit, a landscape plan will be required as part of the Special Use application.

Site Access

• The proposed site access should be clarified. It appears from the concept layout that access would be through the adjacent property to the south. The access drive and connection to the road should be shown on the engineering plans and an access easement or agreement provided as necessary. If an existing access easement is recorded, this should be indicated on the plan with a notation of the document recording number.

Engineering Comments:

• Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated April 6, 2018. These work items listed in the review letter will become conditions of your Special Use and a requirement for issuance of a building permit.

Revised plans and/or responses to the comments requested herein should be provided no later than **Friday**, **April 20**, **2018**, so that staff may incorporate the necessary information into our review of the plans for upcoming committee/commission meetings regarding the Special Use request.

Upon satisfactory receipt of the information requested by the aforementioned deadline, you will be tentatively placed on the <u>Tuesday</u>, <u>May 1, 2018</u> Economic Development Committee meeting.

Should you have any additional questions, please feel free to contact me at 630-553-8573, or via email: knoble@yorkville.il.us.

Sincerely,

Krysti J. Barksdale-Noble, AICP Community Development Director

Encl.

Cc: Chad Chahbazi, Cenergy Power (via e-mail) Michael Imoto, Cenergy Power (via e-mail)

Gary Golinski, Mayor (via e-mail)

Bart Olson, City Administrator (via e-mail)

Erin Willrett, Assistant City Administrator (via e-mail)

Kathleen Field-Orr, City Attorney (via e-mail)

Brad Sanderson, EEI, City Engineer (via-email)

Lisa Pickering, Deputy City Clerk (via e-mail)

Jason Engberg, Senior Planner (via e-mail)

PUBLIC NOTICE NOTICE OF PUBLIC HEARING BEFORE THE UNITED CITY OF YORKVILLE PLANNING & ZONING COMMISSION

PLANNING & ZONING COMMISSION
PZC 2018-08

NOTICE IS HEREWITH GIVEN THAT BAP Power Corporation dba Cenergy Power, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting special use permit approval to install and operate a ground mounted community solar field on approximately 9.69 acres of land consisting of roughly 7,000 solar modules with a maximum height of seven (7) feet at full tilt. The real property is located in the southeast quadrant of Illinois Route 71 and Illinois Route 126 within the Windmill Farms Planned Unit Development in Yorkville, Illinois.

The legal description is as follows:

PARCEL 1

THAT PART OF THE NORTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284 36 FEET, THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680 30 FEET, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 100 FEET FOR A POINT OF BEGINNING. THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579 53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399, THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748 57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO 71, THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11.459 20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627 46 FEET, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332 0 FEET, THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264 0 FEET, THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202 0 FEET, THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423 02 FEET TO SAID CENTER LINE, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472 59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598 62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880 56 FEET TO SAID SOUTH LINE. THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598 62 FEET TO SAID SOUTHWEST CORNER, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275 36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681 94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART IN THE NORTHEAST QUARTER OF SECTION 3. TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

PINs: 05-03-300-015, 05-03-300-025, 05-03-300-026

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing on said application on Wednesday, May 9, 2018 at 7 p.m. at the United City of Yorkville, City Council Chambers, located at 800 Game Farm Road, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

Application and information materials regarding this notice are available for public review at http://www.yorkville.il.us/624/Public-Hearing-Information and any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN City Clerk

BY: Lisa Pickering Deputy Clerk

Ordinance No. 2018-____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, APPROVING A SPECIAL USE FOR A SOLAR FARM WITH FREESTANDING SOLAR ENERGY SYSTEMS

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, under section 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*), the Mayor and City Council of the City (collectively, the "*Corporate Authorities*") may provide for the classification of special uses it its zoning ordinances; and.

WHEREAS, pursuant to the United City of Yorkville Zoning Ordinance (the "Zoning Code"), any person owning or having an interest in property may file an application to use such land for one or more of the special uses provided for in the zoning district in which the land is situated; and,

WHEREAS, BAP Power Corporation ("the Lessee") is leasing 9.69 acres for the proposed installation of approximately 7,000 freestanding solar energy systems on the property located generally at the southeast quadrant of Illinois Route 71 and Illinois Route 126, legally described in Section 2 of this Ordinance (the "Subject Property"); and,

WHEREAS, under the authority of the Zoning Code, the Subject Property is located in a designated B-3 General Business District and R-4 General Multi-family Residence District, and freestanding solar energy systems are allowed in both districts with a special use permit; and,

WHEREAS, the Corporate Authorities have received a request from the Lessee for a special use permit for the Subject Property to allow the solar farm with freestanding solar energy systems; and,

WHEREAS, a legal notice of publication regarding a public hearing before the Planning and Zoning Commission on the proposed special use permit was duly published in a newspaper of general circulation in the City, not more than thirty (30) nor less than fifteen (15) days prior to the public hearing; and,

WHEREAS, notice to property owners within 500 feet of the Subject Property identified for the special use permit was delivered by certified mail; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on the 9th day of May, 2018, for the consideration of the special use application; and.

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 10-4-9(F) and 10-19-4-C of the Zoning Code; and,

WHEREAS, upon conclusion of said public hearing, the Planning and Zoning Commission recommended the approval with conditions for the special use for the Subject Property for a solar farm with freestanding solar energy systems.

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

Section 1: The above recitals are incorporated herein and made a part of this Ordinance.

Section 2: That the Corporate Authorities hereby approve a special use for the Subject Property, legally described as:

PIN NUMBER 05-03-300-015, 05-03-300-025 and 05-03-300-026

COMMON ADDRESS: Vacant land adjacent to Illinois Route 71 and Wing Road in Yorkville, Illinois

PARCEL 1 THAT PART OF THE NORTHEAST. NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH 00 DEGREE 10 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 1284 36 FEET, THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST 680 30 FEET, THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 10 0 FEET FOR A POINT OF BEGINNING. THENCE NORTH 09 DEGREES 33 MINUTES 27 SECONDS WEST 579 53 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELSIE BOYD BY A DEED DATED MARCH 25, 1929 AND RECORDED DECEMBER 14, 1938 IN DEED RECORD BOOK 88 ON PAGE 399, THENCE NORTH 09 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID BOYD TRACT 748 57 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO 71, THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11,459 20 FEET AND A RADIAL BEARING OF NORTH 26 DEGREES 49 MINUTES 16 SECONDS WEST AT THE LAST DESCRIBED POINT 627 46 FEET, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 332 0 FEET, THENCE SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST 264 0 FEET, THENCE SOUTH 84 DEGREES 27 MINUTES 30 SECONDS EAST 202 0 FEET, THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST 423 02 FEET TO SAID CENTER LINE, THENCE NORTH 60 DEGREES 02 MINUTES 30 SECONDS EAST ALONG SAID CENTER LINE 472 59 FEET TO A LINE DRAWN NORTH 00 DEGREES 10 MINUTES 48 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 WHICH IS 598 62 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 880 56 FEET TO SAID

SOUTH LINE. THENCE SOUTH 89 DEGREES 34 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE 598 62 FEET TO SAID SOUTHWEST CORNER, THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST ALONG SAID EAST LINE 1275 36 FEET TO A LINE DRAWN SOUTH 89 DEGREES 40 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 40 MINUTES 33 SECONDS WEST 681 94 FEET TO THE POINT OF BEGINNING IN KENDALL TOWNSHIP, KENDALL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART IN THE NORTHEAST QUARTER OF SECTION 3. TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN)

for use as a solar farm with freestanding solar energy systems.

Section 3: That the special use granted herein shall be constructed, operated and maintained in accordance with the following plans, diagrams and conditions:

- A. Site plan attached hereto and made a part hereof as Exhibit A prepared by Cenergy Power, dated April 13, 2018,
- B. The amendment of the existing annexation agreement and the repeal of the existing Planned Unit Development concept plan prior to the issuance of a building permit to construct the solar farm with freestanding solar energy systems,
- C. The clearance between the lowest point of the freestanding solar energy systems and the surface on which the systems are mounted shall not be more three (3) feet,
- D. That a seven (7) foot tall solid resin or vinyl fence be installed along the perimeter line and a landscape buffer be provided along the southern fence line adjacent to the existing landscape business,
- E. The petitioner provide a security guarantee in a form acceptable to the City to cover such costs including, but not limited to the removal, property restoration, and city legal expenses and a blanket easement be provided over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, and
- F. Adherence to all comments prepared by EEI, city engineering consultant, in a letter dated April 6, 2018 attached hereto and made a part hereof as Exhibit B.

Section 4: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

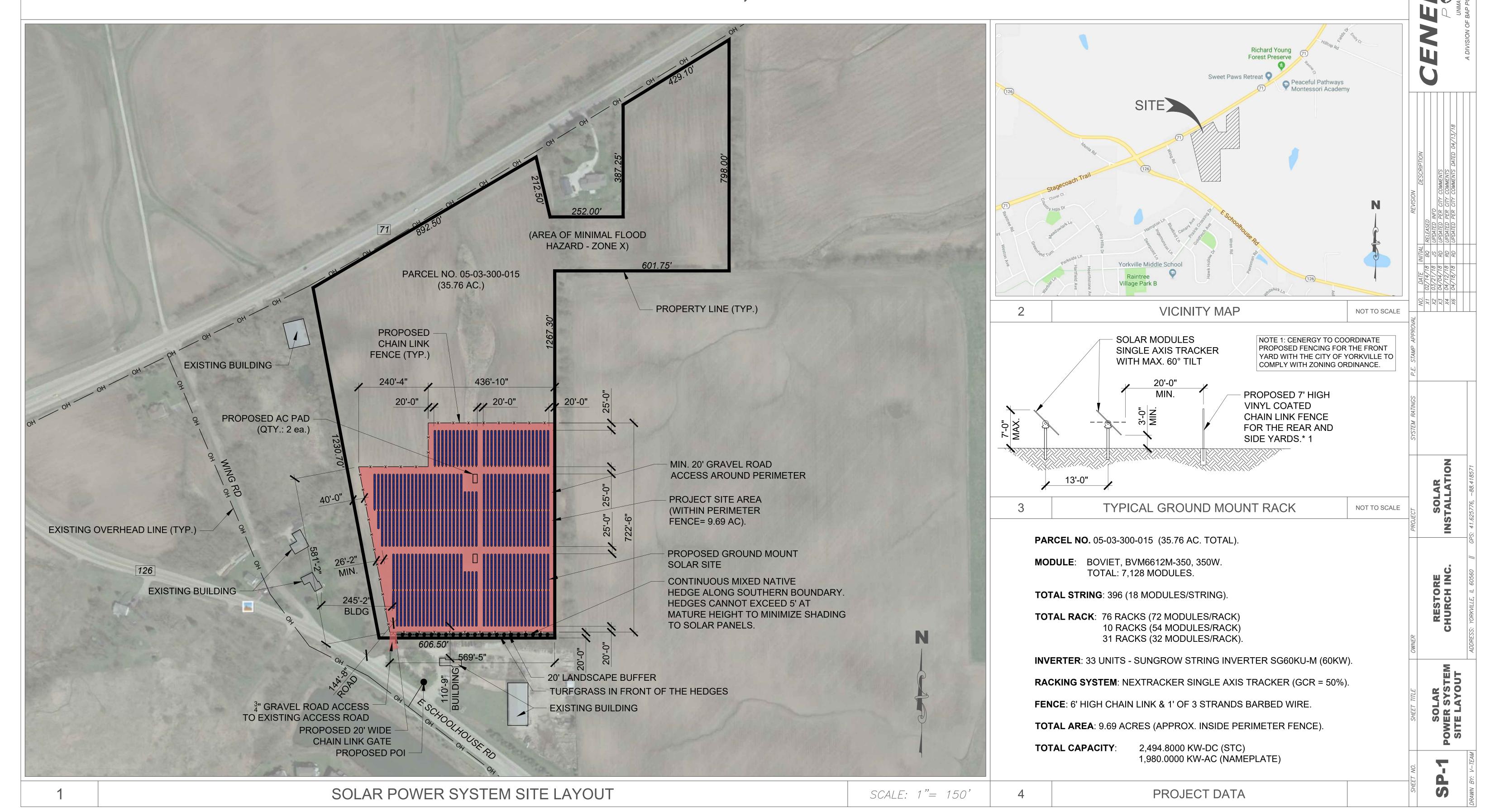
Passed b	by the City Council	of the United City of Yorkville, Kendall County,
Illinois, this	day of	2018.
		CITY CLERK

		MA	YOR
Illinois, this day of		2018.	
Approved by me, as	Mayor of the	United City of Yorkville,	Kendall County,
SEAVER TARULIS		ALEX HERNANDEZ	
CHRIS FUNKHOUSER		JOEL FRIEDERS	
JACKIE MILSCHEWSKI		ARDEN JOE PLOCHER	
CARLO COLOSIMO		KEN KOCH	

EXHIBIT "A"

PROPOSED SOLAR POWER INSTALLATION

RESTORE CHURCH INC. YORKVILLE, IL 60560





April 6, 2018

Ms. Krysti Barksdale-Noble Community Development Director United City of Yorkville 800 Game Farm Road Yorkville, IL 60560

Re: Solar Installation - Restore Church Inc.

Site Layout – 1st Submittal

United City of Yorkville, Kendall County, Illinois

Dear Krysti:

We are in receipt of the following items for the above referenced project:

- Proposed Solar Power Installation (1 sheet) dated March 21, 2018 and prepared by Cenergy Power
- Follow-up Letter for Special Use Permit Application for a Solar Farm dated April 2, 2018 and prepared by United City of Yorkville Community Development Department

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

General

- 1. For the project to proceed engineering plans would need to be provided. The plans would need to include, but not be limited to, the following items:
 - a. Existing Conditions and Demolition Plan
 - b. Grading and Drainage Plan
 - c. Utility Plan
 - d. Erosion Control Plan
 - e. Construction Specifications and Details
 - f. Perimeter fence layout and details
- 2. The proposed site access should be clarified. It appears from the concept layout that access would be through the adjacent property to the south. The access drive and connection to the road should be shown on the engineering plans and an access easement or agreement provided as necessary.

- 3. A Stormwater Permit and stormwater management report including all required runoff and detention calculations is required for development. Since the site is a non-residential parcel larger than 3 acres with more than 45,000 square feet of proposed development, detention will be required in accordance with the ordinance requirements.
- 4. A wetland determination/delineation will be required in accordance with the City wetland ordinance requirements.
- 5. A tree preservation and landscape plan are required.
- 6. Since the site disturbs more than one acre a NPDES Construction Permit from the IEPA will be required. The Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will need to be submitted to IEPA a minimum of 30 days prior to the start of construction.
- 7. Security will be required that will provide for removal of the system. In addition, a blanket easement allowing the City to remove the abandoned system will also be necessary.

The Developer should make the necessary revisions and re-submit plans and supporting documents along with a disposition letter for further review. If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Vice President

BPS/TNP/BCS

pc: Mr. Bart Olson, City Administrator (Via e-mail)

Ms. Erin Willrett, Assistant City Administrator (Via e-mail)

Mr. Jason Engberg, Senior Planner (Via e-mail)

Mr. Eric Dhuse, Director of Public Works (Via e-mail)

Mr. Pete Ratos, Building Department (Via e-mail)

Ms. Dee Weinert, Admin Assistant (Via e-mail)

Ms. Lisa Pickering, Deputy Clerk (Via e-mail)

Mr. William Pham, CEO, BAP Power Corporation (Via e-mail)

TNP, JAM, EEI (Via e-mail)