



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA
CITY COUNCIL MEETING
Tuesday, August 13, 2019
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

Ken Koch

Dan Transier

WARD II

Jackie Milschewski

Arden Joe Plocher

WARD III

Chris Funkhouser

Joel Frieders

WARD IV

Seaver Tarulis

Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Certificate of Appreciation for Retiring Chief of Police Rich Hart

Mayor's Report:

1. CC 2019-44 Chief of Police Appointment and Oath of Office
2. CC 2019-45 Chief of Police Employment Agreement

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

Minutes for Approval:

1. Minutes of the Regular City Council – July 23, 2019

Bill Payments for Approval from the Current Bill List:

Payments total these amounts:

\$ 95.60 (vendors – FY 19)

\$ 572,168.97 (vendors – FY 20)

\$ 62,515.08 (wire payments)

\$ 296,230.73 (payroll period ending 7/26/19)

\$ 931,010.38 (total)

Mayor's Report (cont'd):

3. CC 2019-46 East Orange Street Water Main Improvements
4. CC 2019-47 Resolution Approving a Public Road Crossing License Agreement (Hoover Drive)

Public Works Committee Report:

Economic Development Committee Report:

1. EDC 2019-66 Downtown Landscape Hill Project – Invitation to Bid
2. EDC 2019-67 Memorandum of Understanding Regarding Bike Sharing Services between Kane County Division of Transportation and the City

Public Safety Committee Report:

Administration Committee Report:

Park Board:

1. CC 2019-48 Resolution Authorizing the Application for an OSLAD Grant for the Development of Beecher Park
2. CC 2019-49 Riverfront Park East Boat Launch
 - a. Approval to Install the East Riverfront Boat Launch
 - b. Approval of Professional Design Engineering Services Agreement with EEI
 - c. Ordinance Authorizing the Third Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2019 and Ending on April 30, 2020

Planning and Zoning Commission:

City Council Report:

1. ADM 2018-88 and EDC 2019-69 Sale of 111 W. Madison (Old Jail)

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Citizen Comments:

Executive Session:

1. 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.
2. For the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: August 21, 2019 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Funkhouser	Finance	Library
Vice-Chairman: Alderman Transier	Administration	
Committee: Alderman Plocher		
Committee: Alderman Peterson		

ECONOMIC DEVELOPMENT: September 3, 2019 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Milschewski	Community Development	Planning & Zoning Commission
Vice-Chairman: Alderman Peterson	Building Safety & Zoning	Kendall Co. Plan Commission
Committee: Alderman Koch		
Committee: Alderman Frieders		

PUBLIC SAFETY: September 5, 2019 – 6:30 p.m. – City Hall Conference Room

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

PUBLIC WORKS: August 20, 2019 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, August 13, 2019
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

1. Certificate of Appreciation for Retiring Chief of Police Rich Hart

MAYOR'S REPORT:

1. CC 2019-44 Chief of Police Appointment and Oath of Office

☐ Approved: Y _____ N _____ ☐ Subject to _____
☐ Removed _____
☐ Notes _____

2. CC 2019-45 Chief of Police Employment Agreement

☐ Approved: **Y** _____ **N** _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

CITIZEN COMMENTS ON AGENDA ITEMS:

MINUTES FOR APPROVAL:

1. Minutes of the Regular City Council – July 23, 2019

☐ Approved: **Y** _____ **N** _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

BILLS FOR PAYMENT:

☐ Approved _____

☐ As presented

☐ As amended

☐ Notes _____

MAYOR'S REPORT (CONT'D):

3. CC 2019-46 East Orange Street Water Main Improvements

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

4. CC 2019-47 Resolution Approving a Public Road Crossing License Agreement (Hoover Drive)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ECONOMIC DEVELOPMENT COMMITTEE REPORT:

1. EDC 2019-66 Downtown Landscape Hill Project – Invitation to Bid

- ☐ Approved: Y _____ N _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

2. EDC 2019-67 Memorandum of Understanding Regarding Bike Sharing Services between Kane County
Division of Transportation and the City

- ☐ Approved: Y _____ N _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

PARK BOARD:

1. CC 2019-48 Resolution Authorizing the Application for an OSLAD Grant for the Development of
Beecher Park

- ☐ Approved: Y _____ N _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

2. CC 2019-49 Riverfront Park East Boat Launch

a. Approval to Install the East Riverfront Boat Launch

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

b. Approval of Professional Design Engineering Services Agreement with EEI

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

c. Ordinance Authorizing the Third Amendment to the Annual Budget for the Fiscal Year
Commencing on May 1, 2019 and Ending on April 30, 2020

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

CITY COUNCIL REPORT:

1. ADM 2018-88 and EDC 2019-69 Sale of 111 W. Madison Street (Old Jail)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2019-44

Agenda Item Summary Memo

Title: Chief of Police Appointment and Oath of Office – Jim Jensen

Meeting and Date: City Council – August 13, 2019

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Mayor John Purcell
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2019-45

Agenda Item Summary Memo

Title: Chief of Police Employment Agreement

Meeting and Date: City Council – August 13, 2019

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Mayor John Purcell

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: August 8, 2019
Subject: Police Chief employment agreement

Summary

Approval of an employment agreement with Jim Jensen to serve as Police Chief.

Background

The Mayor has selected Jim Jensen, Deputy Chief in Oswego, to serve as Yorkville Police Chief. Accordingly, an employment agreement has been negotiated and drafted. The appointment and the term of the contract will be through the entire mayoral term. Mr. Jensen's annual base salary will be set through April 30, 2021 (i.e. half the mayoral term) at \$140,000. After April 30, 2021, the salary will be negotiated between the Mayor and Mr. Jensen. Vacation allowance will be set at four weeks annually.

The attached contract is substantially similar to Chief Hart's employment agreement, with one distinction. Mr. Hart's agreement contained a clause covering a scenario in which Mr. Hart is terminated and returned to a Lieutenant position (under BFPC rules). Since Mr. Jensen is coming from outside the organization, he has no prior position to revert in that same scenario. Thus, the agreement is drafted similar to the City Administrators' past agreements; if the employee is terminated for cause, no notice is required and if the employee is terminated without cause 90 days notice is required.

Recommendation

I recommend approval of the employment agreement.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT is made and entered into by and between the UNITED CITY OF YORKVILLE, a municipal corporation duly organized under the laws of the State of Illinois ("City"), and JAMES H. JENSEN, ("EMPLOYEE" or "Police Chief"), and is effective AUGUST 13, 2019.

WITNESSETH

WHEREAS, the Mayor has appointed, with the advice and consent of the City Council and the City desires to employ EMPLOYEE as its Police Chief; and,

WHEREAS, EMPLOYEE desires to accept employment as Police Chief of the United City of Yorkville; and,

WHEREAS, both the City and EMPLOYEE agree that it is appropriate to enter into this Agreement in order to define the benefits, conditions, and term of his employment.

NOW, THEREFORE, the United City of Yorkville hereby agrees to employ EMPLOYEE as its Police Chief and the EMPLOYEE agrees to be employed by the City as its Police Chief in accordance with the following terms and conditions:

SECTION 1. DUTIES

- A. As Chief Law Enforcement Officer of the City, EMPLOYEE shall be responsible for the administration and the operation of the Police Department, and perform such duties as are set forth in the job description attached hereto and incorporated herein by this reference, and as may be requested by the Mayor, and/or City Council.
- B. The Police Chief shall report directly to the Mayor; shall serve as Police Department's liaison to the City's Public Safety Committee.; and, shall communicate to and cooperate with, the City Administrator to foster and develop an efficient, effective, day-to-day business operation for the City.
- C. The Police Chief, shall at his discretion, attend and participate in, and authorize appropriate City Police Personnel to attend and participate in, seminars, work shops, training sessions, conferences, schools, and meetings up to the limit set forth in the City's budget for such purposes.
- D. The Police Chief shall be subject to the City's Employee Manual and Police Department Rules and Regulations, as both may be amended from time to time at the discretion of the City. In the event that any of the terms and conditions of the Employee Manual and/or Rules and Regulations are in direct conflict with the terms of this Agreement, the terms contained in this Agreement shall be controlling and binding.

SECTION 2. TERM

- A. The term of this Agreement shall commence August ~~14~~¹³, 2019, and, unless terminated earlier as hereinafter provided, will automatically terminate with the expiration of the current term of the Mayor (the "Term").
- B. The parties to this Agreement recognize and affirm that the EMPLOYEE serves in his position as Chief of Police at the will of the Mayor. The Mayor may remove EMPLOYEE from his position as Chief of Police at any time with cause with no prior notice, or without cause upon ninety (90) days written notice, in the manner provided by law.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign with the City at any time.
- D. Upon the termination of this Agreement by either party, all rights and obligations of both parties under this Agreement shall cease.

SECTION 3. SALARY AND BENEFITS

- A. The City agrees to pay EMPLOYEE an annual base salary of \$140,000 from August ~~14~~¹³, 2019, through April 30, 2021, payable bi-weekly in equal payments (or as otherwise consistent with the City's payment practices for other City employees), less all deductions and/or deductions required by law. The Employee's annual base salary commencing May 1, 2021, shall be negotiated between the Mayor and the Employee.
- B. The City agrees to pay EMPLOYEE the benefits that are provided under the City's Employee Manual, as may be amended from time to time at the discretion of the City.
- C. The City shall pay for the Police Chief's reasonable attendance fees, meals, travel, and lodging as set forth in the City's Personnel Policy.

SECTION 4. PERFORMANCE EVALUATION

- A. The Mayor shall review and evaluate EMPLOYEE's performance as Police Chief at least once annually. EMPLOYEE shall be entitled to fully discuss the evaluation with the Mayor.
- B. The Mayor shall endeavor to complete the evaluation of EMPLOYEE's job performance by April 30th of each year.

SECTION 5. HOURS OF WORK

- A. The Police Chief shall work as many hours as are required and necessary to perform his duties as Chief of Police, as previously described herein.

SECTION 6. RESIDENCE

- A. EMPLOYEE shall reside within 15 miles of the corporate City limits.

SECTION 7. AUTOMOBILE

- A. EMPLOYEE shall be supplied with a vehicle for use on and off the job consistent with the City's Vehicle Policy. In the event EMPLOYEE utilizes his private vehicle to travel to City related meetings, etc. outside of city limits, he will be reimbursed for such private vehicle mileage pursuant to the terms, conditions and amounts provided in the City's Employee Manual.

SECTION 8. VACATION AND SICK LEAVE

- A. EMPLOYEE shall accrue four full weeks' (160 hours) paid vacation annual, to be scheduled in accordance with the City's Employee Manual, as that may be changed from time to time at the discretion of the City.

SECTION 9. DISABILITY, HEALTH, AND LIFE INSURANCE

- A. The City agrees to provide EMPLOYEE with disability, health and life insurance in accordance with the City's Employee Manual, as that may be amended from time to time at the discretion of the City.

SECTION 10. OUTSIDE EMPLOYMENT

- A. Upon written notice to the Mayor, and, to the extent that it does not interfere with his duties, EMPLOYEE may engage in teaching, writing of professional treatises or articles, and professional seminars on his own off duty hours.

SECTION 11. SEVERABILITY

In the event any portion of this Agreement is declared void or becomes unenforceable by operation of law, the remaining portions thereof shall remain in full force and effect.

SECTION 12. INTEGRATION CLAUSE


This represents the complete and entire agreement between parties. It supersedes and cancels all prior agreements between the City and EMPLOYEE, but is not meant to take away any non-conflicting benefit or privilege EMPLOYEE may enjoy under the City's Employee Manual, as that Manual may be amended from time to time at the discretion of the City.

IN WITNESS WHEREOF, JAMES H. JENSEN, EMPLOYEE, and the United City of Yorkville, by its duly authorized officer, have signed this Employment Agreement on the dates indicated below.

UNITED CITY OF YORKVILLE

JAMES H. JENSEN

By _____
Mayor


Dated: July 26, 2019

ATTEST:

City Clerk

Dated: _____, 2019



UNITED CITY OF YORKVILLE

JOB DESCRIPTION

APPROVED: 05/30/2019

JOB TITLE: CHIEF OF POLICE

DEPARTMENT: Police

STATUS: Full-time

FLSA STATUS: Exempt

REPORTS TO: Mayor and City Council

SUPERVISES: Deputy Chief(s), Executive Assistant

Position Description Overview

The Chief of Police is an exempt position appointed by the Mayor with the approval of a majority vote of the City Council. The Chief of Police works closely with the City Administrator and City Staff to provide for prevention and suppression of crime, protection of life and property, enforcement of laws and ordinances, and the preservation of the peace.

The Chief of Police is the chief executive officer of the department and the final departmental authority on all matters of policy, operations, and discipline. The Chief of Police is responsible for the planning, budgeting, staffing, directing, coordinating, and controlling of all department functions and activities; for maintaining safe working conditions in the department and overseeing compliance with the safety procedures and policies of the City; for ensuring the continued efficient and effective operation of the department; for the maintenance of positive relations with citizens of Yorkville, the City government, and all other agencies.

The Chief of Police ensures the City is provided with prompt emergency police services by planning, organizing, and directing the entire operation of the Police Department, including the implementation of all authorized programs, policies and activities.

Essential Job Functions

1. Discharge all duties imposed upon the position by law and ordinances of the city.
2. Plans and develops annual department budget and monitors performance
3. Direct the administration and operations of the department in the most cost-effective manner.
4. Establishes, in written form for all employees, policies, procedures, rules and regulations, and directions for administration and operation of the department.
5. Discipline employees in accordance with city ordinances, employee manual, collective bargaining agreement (when applicable) and work rules for breaches of department policies, procedures, rules, and regulations and directions which measure within the position's authority.

6. Plan, assign, and supervise the activities of the Department.
7. Prepare surveys or other reports as directed by the Mayor, City Council, or City Administrator making recommendations as needed.
8. Maintains an effective liaison with various individuals, groups, or organizations in order to foster favorable public relations, develop and maintain public confidence and trust; discusses problems or matters of mutual concern; participates in various civic activities as representative of the department.
9. Responsible for establishing and maintaining departmental procedures for record keeping, purchasing, payroll, evidence and property storage, and incarcerations; and, ensures compliance with department rules and regulations as well as state and federal statutes.
10. Shall see that all records and original reports shall be preserved and secured.
11. Shall be responsible for public safety planning for special events, in regard to the public welfare of the community.
12. The Chief of Police may make or prescribe such rules and regulations as the position shall deem advisable. Such rules and regulations shall be binding on the members of the department. Such rules and regulations may cover, besides the conduct of the members, uniforms, and equipment to be worn or carried, hours of service, vacations, and all other similar matters necessary or desirable for the improved efficiency of the department.
13. Serves as a local government spokesperson, public information and mass media relations manager for public safety events.
14. Ensures the provision of mandated training for police officers, as well as extracurricular training; utilizes the police training academy, other facilities and/or in house seminars.
15. Keeps abreast of modifications to existing or new laws and regulations affecting current and/or requiring procedural changes or additional procedures, methods, or techniques; obtains training for understanding and implementation as needed; analyzes changes, determines procedures, methods, and/or techniques necessary to implement laws and regulation; ensures the training of personnel as needed to properly implement and comply with laws and regulations.

Special Requirements, Experience and Education

1. Fifteen (15) years of sworn progressive experience with a law enforcement agency, with at least ten (10) years of which are in a supervisory capacity with a comparably sized department and seven (7) years of experience at the command level; or an equivalent combination of education and experience.
2. Must be a state certified peace officer certified by the Illinois Local Government Law Enforcement Training and Standards Board.

3. Must have a valid Motor Vehicle driver's license with a safe driving record and certification as a police officer from the Illinois State Training and Standards Board.
4. Possession of a valid Firearms Owner's Identification (FOID) card.
5. A Bachelor's degree Criminal Justice, Law Enforcement, Public Administration, or related fields. A Master's Degree is strongly preferred.
6. Command leadership training such as the F.B.I. National Academy, Northwestern University's School of Police Staff and Command, Southern Police Institute Command training or similar programs are highly desirable.
7. Thorough knowledge of principles and practices of police administration and police methods and procedures.
8. Must possess strong leadership qualities.

Physical Qualifications

1. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
2. While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel, or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear. The employee is occasionally required to walk; sit; climb or balance; stoop, kneel, crouch, or crawl; and smell.
3. The employee must frequently lift and/or move up to 30 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
4. While performing the duties of this job, the employee works in outside weather conditions. The employee occasionally works near moving mechanical parts; in precarious places; and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. The use of provided Personal Protective Equipment is required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



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

Agenda Item Number

Minutes #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – July 23, 2019

Meeting and Date: City Council – August 13, 2019

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Lisa Pickering Administration
Name 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, JULY 23, 2019**

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

ROLL CALL

City Clerk Pickering called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Milschewski	Present
	Plocher	Absent
Ward III	Funkhouser	Present
	Frieders	Present
Ward IV	Tarulis	Present
	Peterson	Absent

Staff present: City Administrator Olson, City Clerk Pickering, Chief of Police Hart, Deputy Chief of Police Pfizenmaier, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, Building Code Official Ratos, Facilities Manager Raasch, Attorney Orr, and EEI Engineer Morrison.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Deb Horaz was unable to attend the meeting so this presentation will be rescheduled for a future meeting.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

None.

MINUTES FOR APPROVAL

Mayor Purcell entertained a motion to approve the minutes of the regular City Council meetings of June 25, 2019 and July 9, 2019 as presented. So moved by Alderman Milschewski; seconded by Alderman Funkhouser.

Motion unanimously approved by a viva voce vote.

BILLS FOR PAYMENT

Mayor Purcell entertained a motion to approve the bill list in the amount of \$16,033.88 (vendors – FY 19); \$1,318,570.93 (vendors – FY 20); \$333,027.12 (payroll period ending 7/12/19); for a total of \$1,667,631.93. So moved by Alderman Milschewski; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-6 Nays-0
Funkhouser-aye, Tarulis-aye, Transier-aye,
Frieders-aye, Koch-aye, Milschewski-aye

REPORTS

MAYOR’S REPORT

**Appointment to Library Board
(CC 2019-42)**

Mayor Purcell entertained a motion to approve the appointment of Julie Brendich to the Library Board to a term ending May 2021. So moved by Alderman Transier; seconded by Alderman Koch.

Motion unanimously approved by a viva voce vote.

**Appointment to Unified Development Ordinance (UDO) Advisory Committee
(CC 2019-43)**

Mayor Purcell entertained a motion to approve the appointment of Reagan Goins to the Unified Development Ordinance Advisory Committee. So moved by Alderman Tarulis; seconded by Alderman Funkhouser.

Motion unanimously approved by a viva voce vote.

Comments from Mayor Purcell

General Obligation Bond Rating for City

Mayor Purcell reported that Fitch Ratings upgraded the city's general obligation bond rating from AA- to an AA rating on July 22nd. Upgraded bond ratings allow the city to borrow money at a lower interest rate. Reasons cited by Fitch for the upgraded bond rating are the city's improved financial resilience and the city's solid revenue growth prospects due to continued population growth.

Sale of 111 W. Madison (Old Jail)

Mayor Purcell said the council would not be taking action this evening on the sale of the Old Jail. He said that City Administrator Olson has been negotiating with the McKnight group. He hopes the negotiations will be completed and ready to be discussed at the August 6th Economic Development Committee meeting.

River Fest Festival

Mayor Purcell mentioned that River Fest was held on July 12th and 13th and had a great turnout. He thanked staff for doing such a great job.

Appointment of Chief of Police

Mayor Purcell said that he has selected Yorkville resident Jim Jensen to be appointed to the position of Chief of Police. This appointment will be voted on at the August 13th City Council meeting.

PUBLIC WORKS COMMITTEE REPORT

Plow Trucks

Purchase Authorization

Ordinance 2019-35

**Ordinance Authorizing a Second Amendment to the
Annual Budget for the Fiscal Year Commencing on
May 1, 2019 and Ending on April 30, 2020
(PW 2019-28)**

Mayor Purcell entertained a motion to approve to approve a sole source purchase authorization for a new plow truck from Peterbilt, for delivery in FY 21 and payment in FY 20 and FY 21 in an amount not to exceed \$225,000 and to approve an Ordinance Authorizing the Second Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2019 and Ending on April 30, 2020 and authorize the Mayor and City Clerk to execute. So moved by Alderman Milschewski; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-6 Nays-0
Frieders-aye, Koch-aye, Milschewski-aye,
Funkhouser-aye, Tarulis-aye, Transier-aye

**Water Department Reports for April, May, and June 2019
(PW 2019-45)**

Mayor Purcell entertained a motion to approve the Water Department Reports for April, May, and June 2019. So moved by Alderman Milschewski; seconded by Alderman Koch.

Motion unanimously approved by a viva voce vote.

**Cedarhurst Living – Acceptance of Public Improvements
(PW 2019-48)**

Mayor Purcell entertained a motion to accept the public improvements of water main and sidewalk as described in the Bill of Sale for ownership and maintenance by the City and authorize the release of the existing security upon receipt of a maintenance guarantee in the amount of \$3,778.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale. So moved by Alderman Milschewski; seconded by Alderman Tarulis.

Motion approved by a roll call vote. Ayes-6 Nays-0
Koch-aye, Milschewski-aye, Funkhouser-aye,
Tarulis-aye, Transier-aye, Frieders-aye

Re-Piping of Water Main and Demolition of Well #3 Building – Change Order No. 1
(PW 2019-49)

Mayor Purcell entertained a motion to approve the Re-Piping of Water Main and Demolition of Well #3 Building – Change Order No. 1 and authorize the Mayor to execute. So moved by Alderman Milschewski; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-6 Nays-0
Koch-aye, Milschewski-aye, Funkhouser-aye,
Tarulis-aye, Transier-aye, Frieders-aye

Resolution 2019-20

**Approving an Intergovernmental Agreement Between
Kendall County and the United City of Yorkville, Illinois
Relating to the Asphalt Surfacing of Mill Road**
(PW 2019-50)

Mayor Purcell entertained a motion to approve a Resolution Approving an Intergovernmental Agreement between Kendall County and the City Relating to the Asphalt Surfacing of Mill Road and authorize the Mayor and City Clerk to execute. So moved by Alderman Milschewski; seconded by Alderman Funkhouser.

Motion approved by a roll call vote. Ayes-6 Nays-0
Milschewski-aye, Funkhouser-aye, Tarulis-aye,
Transier-aye, Frieders-aye, Koch-aye

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

Ordinance 2019-36 Amending Title 3, Chapter 13 of the Code of Ordinances (Resale Dealers)
(PS 2018-18)

Alderman Tarulis made a motion to approve an Ordinance Amending Title 3, Chapter 13 of the Code of Ordinance (Resale Dealers) and authorize the Mayor and City Clerk to execute; seconded by Alderman Milschewski.

Motion approved by a roll call vote. Ayes-6 Nays-0
Funkhouser-aye, Tarulis-aye, Transier-aye,
Frieders-aye, Koch-aye, Milschewski-aye

Ordinance 2019-37

**Amending the Yorkville City Code Liquor Control
(Change of General Manager Fee)**
(PS 2019-12)

Alderman Tarulis made a motion to approve an Ordinance Amending the Yorkville City Code Liquor Control (Change of General Manager Fee) and authorize the Mayor and City Clerk to execute; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-6 Nays-0
Tarulis-aye, Transier-aye, Frieders-aye,
Koch-aye, Milschewski-aye, Funkhouser-aye

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

**Ordinance 2019-38 Approving the Rezoning of the R-1 Single-Family Suburban Residence
District of the Property Located at the Southwest and Southeast Corners
of the Intersection of East Van Emmon Street and Benjamin Street**
(PZC 2019-15 and EDC 2019-52)

Mayor Purcell entertained a motion to approve an Ordinance Approving the Rezoning of the R-1 Single-Family Suburban Residence District of the Property Located at the Southwest and Southeast Corners of the Intersection of East Van Emmon Street and Benjamin Street. So moved by Alderman Milschewski; seconded by Alderman Funkhouser.

Motion approved by a roll call vote. Ayes-6 Nays-0
Transier-aye, Frieders-aye, Koch-aye,
Milschewski-aye, Funkhouser-aye, Tarulis-aye

Ordinance 2019-39 Approving the Rezoning of the R-2 Single-Family Traditional Residence District and the Granting of Variances for the Property Located at 701 N. Bridge Street
(PZC 2019-17 and EDC 2019-53)

Mayor Purcell entertained a motion to approve an Ordinance Approving the Rezoning of the R-2 Single-Family Traditional Residence District and the Granting of Variances for the Property Located at 701 N. Bridge Street. So moved by Alderman Transier; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-5 Nays-1
Frieders-aye, Koch-aye, Milschewski-aye,
Funkhouser-nay, Tarulis-aye, Transier-aye

Ordinance 2019-40 Amending Section 10-3-5-B: Location and Section 10-3-5-C: Time of Construction Regarding Accessory Buildings and Structures of the Yorkville Zoning Ordinance and Section 10-3-3-A: Contiguous Parcels to Permit Accessory Buildings and Structures to be Built on Contiguous Lots Under Single Ownership
(PZC 2019-18 and EDC 2019-58)

Mayor Purcell entertained a motion to approve an Ordinance Amending Section 10-3-5-B: Location and Section 10-3-5-C: Time of Construction Regarding Accessory Buildings and Structures of the Yorkville Zoning Ordinance and Section 10-3-3-A: Contiguous Parcels to Permit Accessory Buildings and Structures to be Built on Contiguous Lots Under Single Ownership. So moved by Alderman Koch; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-4 Nays-2
Frieders-aye, Koch-aye, Milschewski-aye,
Funkhouser-nay, Tarulis-nay, Transier-aye

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

Todd Milliron, Kendall County resident, spoke regarding Riley County, Kansas which has a countywide police department. He said the Kendall County Courthouse building currently has extra space that is not being used by the county and he suggested the city might want to speak with Kendall County to see if the city's police department could use some of that extra space.

Lisa Wolancevich, Yorkville resident, mentioned that many vehicles and trucks do not follow the posted speed limit on Route 47, especially in the downtown area. She said that during the recent River Fest Festival she witnessed a semi-truck run a red light at a high rate of speed at the intersection of Route 47 and Van Emmon during the festival. There were many pedestrians present in the downtown area at the time due to the festival. She also mentioned that on her way to City Hall this evening, she witnessed a motorcycle almost hit a woman and child who were crossing the street at the crosswalk located at the intersection of Route 47 and Main Street. She asked if extra patrols and more flashing signs could be added to the downtown area to try to get traffic to slow down so that no one gets hurt.

EXECUTIVE SESSION

Mayor Purcell entertained a motion to go into executive session for personnel and litigation. So moved by Alderman Milschewski; seconded by Alderman Funkhouser.

Motion approved by a roll call vote. Ayes-6 Nays-0
Koch-aye, Milschewski-aye, Funkhouser-aye,
Tarulis-aye, Transier-aye, Frieders-aye

The City Council entered executive session at 7:49 p.m.

The City Council returned to regular session at 8:24 p.m.

PLANNING AND ZONING COMMISSION (cont'd)

Ordinance 2019-40

Amending Section 10-3-5-B: Location and Section 10-3-5-C: Time of Construction Regarding Accessory Buildings and Structures of the Yorkville Zoning Ordinance and Section 10-3-3-A: Contiguous Parcels to Permit Accessory Buildings and Structures to be Built on Contiguous Lots Under Single Ownership
(PZC 2019-18 and EDC 2019-58)

Mayor Purcell said that a re-vote was needed on Planning and Zoning Commission Agenda Item #3 – PZC 2019-18 and EDC 2019-58. He stated that the vote earlier in the meeting consisted of four ayes and 2 nays and it was thought to be approved with four affirmative votes. City Administrator Olson said that five affirmative votes are needed for this item to pass.

Mayor Purcell entertained a motion to approve an Ordinance Amending Section 10-3-5-B: Location and Section 10-3-5-C: Time of Construction Regarding Accessory Buildings and Structures of the Yorkville Zoning Ordinance and Section 10-3-3-A: Contiguous Parcels to Permit Accessory Buildings and Structures to be Built on Contiguous Lots Under Single Ownership. So moved by Alderman Koch; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-5 Nays-1
Frieders-aye, Koch-aye, Milschewski-aye,
Funkhouser-nay, Tarulis-aye, Transier-aye

ADJOURNMENT

Mayor Purcell adjourned the meeting at 8:27 p.m.

Minutes submitted by:

Lisa Pickering,
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – August 13, 2019

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

DATE: 07/22/19
TIME: 14:12:55
ID: AP225000.CBL

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 19

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900076	FNBO	FIRST NATIONAL BANK OMAHA			07/25/19		
	072519-A.SIMMONS-A	06/30/19	01	IPASS-MISSED APRIL TOLLS FOR		01-220-54-00-5415	5.70
			02	INSPECTION MEETINGS		** COMMENT **	
						INVOICE TOTAL:	5.70 *
	072519-B.OLSEM-A	06/30/19	01	KENDALL PRINTING-500 BUSINESS		01-110-56-00-5610	49.90
			02	CARDS-TRANSIER		** COMMENT **	
						INVOICE TOTAL:	49.90 *
	072519-K.GREGORY-A	06/30/19	01	ADVANCED DISPOSAL - EXTRA		23-216-54-00-5446	40.00
			02	CONTAINER AT BEECHER CENTER -		** COMMENT **	
			03	APR 2019		** COMMENT **	
						INVOICE TOTAL:	40.00 *
						CHECK TOTAL:	95.60
						TOTAL AMOUNT PAID:	95.60

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

DATE: 07/18/19
TIME: 11:59:37
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 20

CHECK DATE: 07/18/19

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
530110	USTREAS	UNITED STATES TREASURY					
	071719-PCORI		07/17/19	01	2019 PCORI HRA TAX	01-110-52-00-5216	9.80
				02	2019 PCORI HRA TAX	01-120-52-00-5216	4.90
				03	2019 PCORI HRA TAX	01-210-52-00-5216	51.45
				04	2019 PCORI HRA TAX	01-220-52-00-5216	9.80
				05	2019 PCORI HRA TAX	01-410-52-00-5216	3.27
				06	2019 PCORI HRA TAX	79-790-52-00-5216	11.03
				07	2019 PCORI HRA TAX	79-795-52-00-5216	8.57
				08	2019 PCORI HRA TAX	51-510-52-00-5216	8.17
				09	2019 PCORI HRA TAX	52-520-52-00-5216	5.71
				10	2019 PCORI HRA TAX	01-640-52-00-5240	17.15
				11	2019 PCORI HRA TAX	82-820-52-00-5216	9.80
					INVOICE TOTAL:		139.65 *
					CHECK TOTAL:		139.65
					TOTAL AMOUNT PAID:		139.65

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

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15-155 MOTOR FUEL TAX(MFT)
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89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131151	KCR	KENDALL COUNTY RECORDER'S			07/22/19		
	16402	07/22/19	01	AUTUMN CREEK SSA SATISFACTION		01-000-24-00-2440	53.00
			02	OF TAX LIEN		** COMMENT **	
			03	ORIDIANCE APPROVING FINAL		90-136-00-00-0011	53.00
			04	PLAT OF BOOMBAH SUBDIVISION		** COMMENT **	
			05	ORIDINANCE APPROVING REZONING		90-140-00-00-0011	53.00
			06	AT INTERSECTION OF BOOMBAH		** COMMENT **	
			07	BLVD & COMMERCIAL DR		** COMMENT **	
						INVOICE TOTAL:	159.00 *
						CHECK TOTAL:	159.00
						TOTAL AMOUNT PAID:	159.00

- 01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
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84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

DATE: 07/22/19
TIME: 14:19:03
ID: AP225000.CBL

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 20

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900077	FNBO	FIRST NATIONAL BANK OMAHA			07/25/19		
	072519-A.SIMMONS	06/30/19	01	AT&T UVERSE-5/24-6/23 TOWN		79-795-54-00-5440	56.40
			02	SQUARE PARK SIGN INTERNET		** COMMENT **	
			03	VERIZON-5/2-6/1 IN CAR UNITS		01-210-54-00-5440	720.20
			04	VERIZON-5/2-6/1 MOBILE PHONES		01-220-54-00-5440	184.08
			05	VERIZON-5/2-6/1 MOBILE PHONES		01-210-54-00-5440	961.78
			06	VERIZON-5/2-6/1 MOBILE PHONES		79-795-54-00-5440	72.98
			07	VERIZON-5/2-6/1 MOBILE PHONES		51-510-54-00-5440	282.57
			08	VERIZON-5/2-6/1 MOBILE PHONES		01-410-54-00-5440	-16.43
			09	VERIZON-5/2-6/1 MOBILE PHONES		52-520-54-00-5440	38.01
			10	NEOPOST-POSTAGE MACHINE INK		01-110-56-00-5610	177.99
						INVOICE TOTAL:	2,477.58 *
	072519-B.OLSEM	06/30/19	01	WAREHOUSE DIRECT-ADDING		01-110-56-00-5610	80.23
			02	MACHINE RIBBON, CORRECTION		** COMMENT **	
			03	TAPE, ADDING MACHINE PAPER,		** COMMENT **	
			04	PENS, BINDER CLIPS, PAPER		** COMMENT **	
			05	CLIPS, STAPLES, POST-IT NOTES		** COMMENT **	
			06	SHAW MEDIA-ANNUAL SUBSCRIPTION		01-110-56-00-5610	39.00
			07	RENEWAL		** COMMENT **	
						INVOICE TOTAL:	119.23 *
	072519-B.PFIZENMAIER	06/30/19	01	MAGPUL-FRONT & REAR SIGHTS		01-210-56-00-5620	209.36
			02	AMERICAN TIRE-WIRING		01-210-54-00-5495	89.69
			03	DIAGNOSTIC		** COMMENT **	
			04	AMERICAN TIRE-SERVICE TO AC		01-210-54-00-5495	1,254.28
			05	AMERICAN TIRE-BATTERY		01-210-54-00-5495	155.80
			06	AMERICAN TIRE-TRANSMISSION		01-210-54-00-5495	163.87
			07	SERVICE		** COMMENT **	
			08	AMERICAN TIRE-OIL CHANGE, AIR		01-210-54-00-5495	112.39
			09	FILTER		** COMMENT **	
			10	AMERICAN TIRE-COOLING RELAY &		01-210-54-00-5495	301.68
			11	TORQUE STRUT ENGINE MOUNT		** COMMENT **	
			12	REPLACED		** COMMENT **	
			13	AMERICAN TIRE-RADIATOR FAN,		01-210-54-00-5495	640.99
			14	COOLING FAN ASSEMBLY & TORQUE		** COMMENT **	
			15	STRUT ENGINE MOUNT REPLACED		** COMMENT **	
			16	STEVENS-EMBROIDERY		01-210-56-00-5600	20.00
			17	FBI-LEEDA-CLI		01-210-54-00-5412	695.00
			18	REGISTRATION-PFIZENMAIER		** COMMENT **	
			19	NAPA#229737-WIPER BLADES		01-210-56-00-5620	31.75
						INVOICE TOTAL:	3,674.81 *
	072519-D.BROWN	06/30/19	01	CASEYS-4 BAGS OF ICE FOR WATER		51-510-54-00-5429	9.66
			02	SAMPLES		** COMMENT **	
						INVOICE TOTAL:	9.66 *

DATE: 07/22/19
TIME: 14:19:03
ID: AP225000.CBL

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 20

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900077	FNBO	FIRST NATIONAL BANK OMAHA			07/25/19		
	072519-D.DEBORD	06/30/19	01	BOEGERS LANDSCAPE-FOUNTAIN		82-000-24-00-2480	449.00
						INVOICE TOTAL:	449.00 *
	072519-D.HENNE	06/30/19	01	COFFMAN TRUCK-LIFT TRUCK		01-410-54-00-5490	21.50
			02	INSPECTION		** COMMENT **	
						INVOICE TOTAL:	21.50 *
	072519-D.SMITH	06/30/19	01	ELBURN RADIATOR-CLEAN, BOIL		79-790-54-00-5495	140.00
			02	OUT, RESOLDER SIDE RAILS ,		** COMMENT **	
			03	PRESSURE TEST AND REPAINT		** COMMENT **	
						INVOICE TOTAL:	140.00 *
	072519-E.DHUSE	06/30/19	01	NAPA#227526-BATTERY DEPOSIT		51-510-56-00-5628	-27.78
			02	APWA-JOB POSTING		51-510-54-00-5462	400.00
			03	NAPA#228012-LAMP		01-410-56-00-5628	7.05
			04	NAPA#228504-COOLANT		79-790-56-00-5640	8.44
			05	NAPA#228453-FUEL FILTERS		01-410-56-00-5628	9.95
			06	NAPA#228687-GATOR STARTER		79-790-56-00-5640	185.72
			07	NAPA#228812-AIR FILTERS		01-410-56-00-5628	35.06
			08	NAPA#228755-BATTERY		79-790-56-00-5640	51.52
			09	NAPA#229162-SPARK PLUGS		01-410-56-00-5628	5.26
			10	NAPA#229336-OIL FILTERS		01-410-56-00-5628	35.56
			11	NAPA#229382-WIRING ADAPTER		01-410-56-00-5628	14.81
			12	NAPA#229448-OIL		01-410-56-00-5628	14.98
						INVOICE TOTAL:	740.57 *
	072519-E.TOPPER	06/30/19	01	AMAZON-GLUE, PAINT MARKERS,		82-820-56-00-5610	342.95
			02	INDEX CARDS, PRINTER		** COMMENT **	
			03	CARTRIDGES, INVISIBLE INK		** COMMENT **	
			04	PENS, FILE FOLDERS, RULERS,		** COMMENT **	
			05	FILE FOLDERS, PLASTIC		** COMMENT **	
			06	SILVERWARE		** COMMENT **	
			07	AMAZON PRIME MONTHLY FEE		82-820-54-00-5460	12.99
			08	AMAZON-PERMANENT MARKERS,		82-820-56-00-5671	36.14
			09	NAME TAG STICKERS, DRUM STICKS		** COMMENT **	
			10	KENDALL PRINTING-AP CHECKS		82-820-56-00-5610	94.10
						INVOICE TOTAL:	486.18 *
	072519-E.WILLRETT	06/30/19	01	FORTINET-FPRTIGATE FIREWALL		01-640-54-00-5450	2,160.00
			02	LICENSE RENEWAL FOR PARK		** COMMENT **	
			03	SERVICES		** COMMENT **	
			04	ELEMENT FOUR-CLOUD CONNECT		01-640-54-00-5450	1,100.00
			05	BACKUP		** COMMENT **	
			06	IPELRA-IL LEGISLATIVE UPDATE		01-110-54-00-5412	75.00
			07	TRAINING-WILLRETT		** COMMENT **	

DATE: 07/22/19
TIME: 14:19:03
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UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 20

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900077	FNBO	FIRST NATIONAL BANK OMAHA			07/25/19		
	072519-E.WILLRETT	06/30/19	08	DUNKIN DONUTS-LEGISLATIVE		01-110-54-00-5415	58.41
			09	DEVELOPMENT TRAINING		** COMMENT **	
			10	REFRESHMENTS		** COMMENT **	
				INVOICE TOTAL:			3,393.41 *
	072519-J.ENGBERG	06/30/19	01	FED EX-DOWNTOWN KIOSK SIGNS		01-220-56-00-5620	875.33
			02	YORKVILLE POST-701 BRIDGE		90-143-00-00-0011	174.15
			03	CERTIFIED MAIL		** COMMENT **	
			04	ADOBE-MONTHLY CREATIVE CLOUD		01-220-54-00-5460	52.99
				INVOICE TOTAL:			1,102.47 *
	072519-J.GALAUNER	06/30/19	01	AMAZON-BLACK HALF MASK, MUSCLE		79-795-56-00-5606	121.58
			02	COSTUMES		** COMMENT **	
			03	WALMART-BUNS, CHEESE, RING		79-795-56-00-5607	490.65
			04	POPS, PIZZAS, CANDY		** COMMENT **	
			05	AMAZON-COSTUME		79-795-56-00-5606	45.97
			06	DOLLAR TREE-GOLF OUTING RAFFLE		79-795-56-00-5606	18.00
			07	BASKET ITEMS		** COMMENT **	
			08	4 IMPRINT-GOLF OUTING BAGS		79-795-56-00-5606	276.44
			09	ILIPRA-NOV 2019 PROFESSIONAL		79-795-54-00-5412	785.00
			10	DEVELOPMENT SCHOOL		** COMMENT **	
			11	REGISTRATION-GALAUNER		** COMMENT **	
			12	AMAZON-COSTUME RETURN REFUND		79-795-56-00-5606	-55.44
			13	ADULT KICKBALL FIELD RENTAL		79-795-56-00-5606	180.00
				INVOICE TOTAL:			1,862.20 *
	072519-J.SLEEZER	06/30/19	01	SVI INTERNATIONAL- VACUUM		01-410-56-00-5640	50.08
			02	BREAKER ASSEMBLY		** COMMENT **	
			03	AMERICAN TIRE-REPLACE BRAKE		51-510-54-00-5490	184.48
			04	LINES		** COMMENT **	
				INVOICE TOTAL:			234.56 *
	072519-J.WEISS	06/30/19	01	GROUND EFFECTS-MEXICAN PEBBLES		82-000-24-00-2480	8.05
			02	READING WAREHOUSE-BOOKS		82-000-24-00-2480	148.83
			03	MENARDS-PLANTER, DIRT, PLANTS		82-000-24-00-2480	161.79
			04	MENARDS-PLANTS		82-000-24-00-2480	39.74
			05	TARGET-SUMMER READING PROGRAM		82-000-24-00-2480	69.89
			06	SUPPLIES		** COMMENT **	
				INVOICE TOTAL:			428.30 *
	072519-K.BARKSDALE	06/30/19	01	WAREHOUSE DIRECT-FASTNERS		01-220-56-00-5610	24.00
			02	KONE-JUN 2019 ELEVATOR		23-216-54-00-5446	155.07
			03	MAINTENANCE		** COMMENT **	
			04	IWORDQ-SOFTWARE MANAGEMENT		01-220-54-00-5462	4,750.00
			05	SUPPORT JULY 2019-JUNE 2020		** COMMENT **	
				INVOICE TOTAL:			4,929.07 *

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900077	FNBO	FIRST NATIONAL BANK OMAHA			07/25/19		
	072519-K.GREGORY	06/30/19	01	ARAMARK#1591842827-MATS		52-520-54-00-5485	48.82
			02	ARAMARK#1591842827-MATS		51-510-54-00-5485	48.82
			03	ARAMARK#1591842827-MATS		01-410-54-00-5485	48.82
			04	ARAMARK#1591842827-MATS		51-510-54-00-5485	48.82
			05	ARAMARK#1591842827-MATS		01-410-54-00-5485	48.82
			06	ARAMARK#1591842827-MATS		51-510-54-00-5485	48.82
						INVOICE TOTAL:	292.92 *
	072519-L.PICKERING	06/30/19	01	TRIBUNE-ANNUAL WEED NUISANCE		01-220-54-00-5426	298.85
			02	PUBLICATION		** COMMENT **	
			03	SHAW MEDIA-ANNUAL WEED		01-220-54-00-5426	392.46
			04	NUISANCE PUBLICATION		** COMMENT **	
						INVOICE TOTAL:	691.31 *
	072519-N.DECKER	06/30/19	01	AMAZON-SIDE ZIP DUTY		01-210-56-00-5600	176.69
			02	BOOTS-MEYER		** COMMENT **	
			03	YORKVILLE SELF STORAGE-JUNE		01-210-54-00-5485	95.00
			04	2019 STORAGE RENTAL		** COMMENT **	
			05	SHRED-IT-MAY ON SITE SHREDDING		01-210-54-00-5462	176.73
			06	AMAZON-CD/DVD SLEEVES		01-210-56-00-5610	25.90
			07	AMAZON-GOGGLES		01-210-56-00-5620	249.50
			08	COMCAST-05/15-06/14 SERVICE		01-640-54-00-5449	1,145.55
			09	O'HERRON-SERVICE UNIFORM		01-210-56-00-5600	1,923.89
			10	COMPONENTS FOR MERTES, HAYES &		** COMMENT **	
			11	DAVIS		** COMMENT **	
			12	SECRETARY OF STATE-LICENSE		01-210-56-00-5620	103.37
			13	PLATE RENEWAL		** COMMENT **	
			14	WAREHOUSE DIRECT-ENVELOPES		01-210-56-00-5610	38.48
			15	AMAZON-EXAM GLOVES		01-210-56-00-5620	117.07
			16	AT&T-05/25-06/24 SERVICE		01-210-54-00-5440	211.17
			17	COMCAST-06/08-07/07 CABLE		01-210-54-00-5440	4.20
			18	AMAZON-MARKERS, AIR PUMP		01-210-56-00-5620	86.05
			19	ACCURINT-MAY 2019 SEARCHES		01-210-54-00-5462	147.25
			20	POSITIVE PROMOTIONS-FLYING		01-210-56-00-5650	1,309.98
			21	DISCS, STADIUM CUPS		** COMMENT **	
			22	QUILL-COPY PAPER		01-210-56-00-5610	138.96
						INVOICE TOTAL:	5,949.79 *
	072519-P.MCMAHON	06/30/19	01	YORKVILLE POST-1 PKG SHIPPED		01-210-54-00-5452	7.90
						INVOICE TOTAL:	7.90 *
	072519-P.RATOS	06/30/19	01	AMAZON-CODE BOOKS		01-220-56-00-5620	112.39
			02	JIMMY JOHNS PARTY PLATTER FOR		01-220-56-00-5620	36.04
			03	BUILDING CODE UPDATE OPEN		** COMMENT **	
			04	HOUSE		** COMMENT **	
						INVOICE TOTAL:	148.43 *

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900077	FNBO	FIRST NATIONAL BANK OMAHA			07/25/19		
	072519-P.SCODRO	06/30/19	01	UPS-1 PKG TO WATER RESOURCES		51-510-54-00-5452	19.28
						INVOICE TOTAL:	19.28 *
	072519-R.HARMON	06/30/19	01	FUN EXPRESS-SUMMER CAMP		79-795-56-00-5606	179.59
			02	SUPPLIES		** COMMENT **	
			03	AMAZON-CHEF HATS		79-795-56-00-5606	6.99
			04	DOLLAR TREE-CAMP SUPPLIES		79-795-56-00-5606	33.40
			05	JEWEL-COOKING CAMP SUPPLIES		79-795-56-00-5606	18.70
			06	SCHOOL FIX-TABLE LEGS		79-795-56-00-5606	72.03
			07	AMAZON-COMMAND STRIPS,		79-795-56-00-5606	72.89
			08	BANDAGES, STOMP ROCKETS, FIRST		** COMMENT **	
			09	AID KIT, PAPER PLATES, DRY		** COMMENT **	
			10	CLAY		** COMMENT **	
			11	FOXY'S ICE CREAM-GIFT		79-795-56-00-5606	60.00
			12	CERTIFICATES FOR SAFETY TOWN		** COMMENT **	
			13	COUNSELORS		** COMMENT **	
			14	AMAZON-SMAL;L OBJECT CHOKE		79-795-56-00-5606	9.95
			15	TESTER		** COMMENT **	
			16	TARGET-RESOLVE CLEANER		79-795-56-00-5606	7.98
			17	MICHAELS-PRESCHOOL CRAFT		79-795-56-00-5606	71.40
			18	SUPPLIES		** COMMENT **	
						INVOICE TOTAL:	532.93 *
	072519-R.MIKOLASEK	06/30/19	01	UNITED RADIO-30 LEATHER		01-210-56-00-5600	1,476.00
			02	CARRYING CASES AND SWIVEL BELT		** COMMENT **	
			03	LOOP		** COMMENT **	
			04	ADVANCED AUTO PARTS-BRAKE		01-210-56-00-5620	6.40
			05	CALIPERS		** COMMENT **	
						INVOICE TOTAL:	1,482.40 *
	072519-R.WRIGHT	06/30/19	01	IL CHIEFS ASSOCIATION-JOB		01-210-54-00-5462	50.00
			02	POSTING		** COMMENT **	
			03	THE BLUE LINE-JOB POSTING		01-210-54-00-5462	250.00
			04	PHYSICIANS CARE-DRUG TESTING		01-410-54-00-5462	43.00
			05	PHYSICIANS CARE-DRUG TESTING		79-790-54-00-5462	43.00
			06	PHYSICIANS CARE-DRUG TESTING		79-795-54-00-5462	86.00
			07	PHYSICIANS CARE-PRE EMP EXAM		01-210-54-00-5411	406.00
						INVOICE TOTAL:	878.00 *
	072519-S.AUGUSTINE	06/30/19	01	TARGET-CANDY		82-820-56-00-5671	25.08
						INVOICE TOTAL:	25.08 *
	072519-S.IWANSKI	06/30/19	01	YORKVILLE POST-BOOK POSTAGE		82-820-54-00-5452	9.30
						INVOICE TOTAL:	9.30 *
	072519-S.REDMON	06/30/19	01	4 IMPRINT-LIGHTED COASTERS FOR		79-795-56-00-5606	477.49

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900077	FNBO	FIRST NATIONAL BANK OMAHA			07/25/19		
	072519-S.REDMON	06/30/19	02	GOLF OUTING		** COMMENT **	
			03	JEWEL-BATTERIES		79-795-56-00-5606	8.99
			04	JEWEL-DRINKS		79-795-56-00-5607	15.96
			05	JEWEL-CHIPS FOR GOLF OUTING		79-795-56-00-5606	35.97
			06	WALMART-BUNS, CLEANERS		79-795-56-00-5607	38.91
			07	SOURCE ONE-TISSUE, PAPER TOWEL		79-795-56-00-5607	82.22
			08	PLAY STRUCTURES-HARDWARE		79-790-56-00-5640	92.60
			09	ILIPRA-NOV 2019 PROFESSIONAL		79-795-54-00-5412	785.00
			10	DEVELOPMENT SCHOOL		** COMMENT **	
			11	REGISTRATION-REDMON		** COMMENT **	
			12	ARAMARK#1591858956-MATS		79-790-56-00-5620	15.82
			13	ARAMARK#1591826631-MATS		79-790-56-00-5620	15.82
			14	ARAMARK#1591850932-MATS		79-790-56-00-5620	15.82
			15	GOLD MEDAL-CONCESSION SUPPLIES		79-795-56-00-5607	3,248.54
			16	JEWEL-PLASTIC CUTLERY		79-795-56-00-5607	24.59
			17	SAMS-PRETZELS, CANDY, HOT DOGS		79-795-56-00-5607	84.96
			18	WALMART-BUNS, CORN DOGS, HOT		79-795-56-00-5607	82.76
			19	DOGS		** COMMENT **	
			20	LISA LOMBARDI COACHING-JUNE		79-795-54-00-5462	87.50
			21	SCIENCE CLASS INSTRUCTION		** COMMENT **	
			22	YORKVILLE ACE-CONCESSION KEYS		79-795-56-00-5607	17.94
			23	ASCAP-MUSIC LICENSING RENEWAL		79-795-56-00-5606	360.75
			24	REINDERS-PULLEYS, V BELTS,		79-790-56-00-5640	496.03
			25	BLADES		** COMMENT **	
			26	VERMONT SYSTEMS-REC TRAC		79-795-54-00-5462	5,250.00
			27	ANNUAL MAINTENANCE RENEWAL		** COMMENT **	
			28	DISPUTED CHARGE CREDIT		01-000-24-00-2440	-57.00
			29	SMITHEREEN-JUNE PEST CONTROL		79-795-54-00-5495	67.00
			30	ARAMARK#1591867112-MATS		79-790-56-00-5620	15.82
			31	ARAMARK#1591875132-MATS		79-790-56-00-5620	15.82
				INVOICE TOTAL:			11,279.31 *
	072519-S.REMUS	06/30/19	01	KENNEDY POINT-FOOD FOR GOLF		79-795-56-00-5606	1,382.26
			02	OUTING		** COMMENT **	
			03	BLACKBERRY OAKS-GOLF FEES		79-795-56-00-5606	3,376.00
				INVOICE TOTAL:			4,758.26 *
	072519-S.SLEEZER	06/30/19	01	GROUND EFFECTS-SOD		79-790-56-00-5640	841.90
			02	ELBURN RADIATOR-GANG MOTOR		79-790-54-00-5495	140.00
			03	SERVICE		** COMMENT **	
			04	GROUND EFFECTS-MULCH		79-790-56-00-5640	1,350.00
			05	TRUGREEN-PARKS GROUNDS CARE		79-790-54-00-5495	6,879.00
				INVOICE TOTAL:			9,210.90 *
	072519-T.HOULE	06/30/19	01	GEMPLERS-PICK UP TOOLS		79-790-56-00-5630	298.87
				INVOICE TOTAL:			298.87 *

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900077	FNBO	FIRST NATIONAL BANK OMAHA			07/25/19		
	072519-T.NELSON	06/30/19	01	VOLLEYHUT-VOLLEYBALL COURT		79-795-56-00-5606	137.85
			02	LINES		** COMMENT **	
			03	IPRA-NOV 2019 PROFESSIONAL		79-795-54-00-5412	785.00
			04	DEVELOPMENT SCHOOL-NELSON		** COMMENT **	
			05	ARCHERY PLACE-MAY ARCHERY		79-795-54-00-5462	120.00
			06	CLASSES		** COMMENT **	
			07	ARCHERY PLACE-JUNE ARCHERY		79-795-54-00-5462	80.00
			08	CLASSES		** COMMENT **	
			09	PIT STOP-MAY PORT-O-LET UPKEEP		79-795-56-00-5620	1,950.00
						INVOICE TOTAL:	3,072.85 *
	072519-T.SOELKE	06/30/19	01	SIUE-CLASS C WATER OPERATORS 1		52-520-54-00-5412	150.00
			02	REGISTRATION-SOELKE		** COMMENT **	
			03	AUTO GLASS-REPLACE WINDSHIELD		01-410-54-00-5490	304.00
			04	INDUSTRIAL EQUIPMENT-ENGINE		52-520-56-00-5613	170.96
			05	BLOCK HEATER		** COMMENT **	
						INVOICE TOTAL:	624.96 *
	072519-UCOY	06/30/19	01	CREDIT FOR PROCESSING FEE		01-000-24-00-2440	-39.00
			02	MAY 2019 REFUSE SERVICE		01-540-54-00-5442	101,576.33
			03	MAY 2019 SENIOR CIRCUIT		01-540-54-00-5441	2,883.77
			04	BREAKER REFUSE SERVICE		** COMMENT **	
						INVOICE TOTAL:	104,421.10 *
	072519-R.FREDRICKSON	06/30/19	01	NEWTEK-JUNE 2019 WEB UPKEEP		01-640-54-00-5450	16.59
			02	COMCAST-05/12-06/11 CABLE		01-110-54-00-5440	21.01
			03	COMCAST-05/13-06/12 610 TOWER		51-510-54-00-5440	106.85
			04	INTERNET		** COMMENT **	
			05	COMCAST-5/15-6/14102 VAN EMMON		79-795-54-00-5440	68.11
			06	VAN EMMON INTERNET		** COMMENT **	
			07	COMCAST-5/15-6/14102 VAN		79-795-54-00-5440	20.45
			08	EMMON CABLE		** COMMENT **	
			09	COMCAST-5/24-6/23 201		79-790-54-00-5440	83.92
			10	HYDRAULIC INTERNET		** COMMENT **	
			11	COMCAST-5/24-6/23 201		79-795-54-00-5440	62.94
			12	HYDRAULIC INTERNET		** COMMENT **	
			13	COMCAST-6/24-7/23 800 GAME		01-110-54-00-5440	39.37
			14	FARM RD INTERNET		** COMMENT **	
			15	COMCAST-6/24-7/23 800 GAME		01-220-54-00-5440	33.75
			16	FARM RD INTERNET		** COMMENT **	
			17	COMCAST-6/24-7/23 800 GAME		01-120-54-00-5440	22.50
			18	FARM RD INTERNET		** COMMENT **	
			19	COMCAST-6/24-7/23 800 GAME		01-210-54-00-5440	146.23
			20	FARM RD INTERNET		** COMMENT **	
			21	COMCAST-5/29-6/28 WOLF ST		79-790-54-00-5440	89.91

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900077	FNBO	FIRST NATIONAL BANK OMAHA			07/25/19		
	072519-R.FREDRICKSON	06/30/19	22	INTERNET		** COMMENT **	
			23	COMCAST-5/29-6/28 WOLF ST		79-790-54-00-5440	98.25
			24	CABLE & PHONE		** COMMENT **	
			25	COMCAST-5/30-6/29 610 TOWER		52-520-54-00-5440	39.48
			26	INTERNET		** COMMENT **	
			27	COMCAST-5/30-6/29 610 TOWER		01-410-54-00-5440	78.95
			28	INTERNET		** COMMENT **	
			29	COMCAST-5/30-6/29 610 TOWER		51-510-54-00-5440	118.41
			30	INTERNET		** COMMENT **	
				INVOICE TOTAL:			1,046.72 *
				CHECK TOTAL:			164,818.85
				TOTAL AMOUNT PAID:			164,818.85



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530664	AACVB	AURORA AREA CONVENTION					
	6/19-ALL	07/23/19	01	ALL SEASONS JUNE 2019 HOTEL	01-640-54-00-5481		71.33
			02	TAX REBATE	** COMMENT **		
					INVOICE TOTAL:		71.33 *
	6/19-HAMPTON	07/23/19	01	HAMPTON INN JUNE 2019 HOTEL	01-640-54-00-5481		5,889.56
			02	TAX REBATE	** COMMENT **		
					INVOICE TOTAL:		5,889.56 *
	6/19-SUNSET	07/23/19	01	SUNSET MOTEL JUNE 2019 HOTEL	01-640-54-00-5481		36.90
			02	TAX REBATE	** COMMENT **		
					INVOICE TOTAL:		36.90 *
	6/19-SUPER	07/23/19	01	SUPER 8 JUNE 2019 HOTEL TAX	01-640-54-00-5481		2,025.32
			02	REBATE	** COMMENT **		
					INVOICE TOTAL:		2,025.32 *
					CHECK TOTAL:		8,023.11
530665	ADVAAUTO	ADVANCED AUTOMATION & CONTROLS					
	19-3120	07/12/19	01	TROUBLESHOOTING WELL 8 & 9	51-510-54-00-5445		2,210.00
			02	ALTERNATION ISSUES, SWAPPED	** COMMENT **		
			03	ANTENNA AT RAINTREE TOWER,	** COMMENT **		
			04	REPLACED BATTERY AT WELL 7	** COMMENT **		
					INVOICE TOTAL:		2,210.00 *
					CHECK TOTAL:		2,210.00
530666	ALLSTAR	ALL STAR SPORTS INSTRUCTION					
	194052	06/02/19	01	SUMMER I 2019 SPORTS CLASS	79-795-54-00-5462		9,930.00
			02	INSTRUCTION	** COMMENT **		
					INVOICE TOTAL:		9,930.00 *
					CHECK TOTAL:		9,930.00

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

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530667	ALTORFER	ALTORFER INDUSTRIES, INC					
	PO630012290	07/09/19	01	RIVERS EDGE LIFT STATION	52-520-54-00-5444		1,184.94
			02	REPAIR	** COMMENT **		
					INVOICE TOTAL:		1,184.94 *
					CHECK TOTAL:		1,184.94
530668	AMALGAMA	AMALGAMATED BANK OF CHICAGO					
	1855427001-080119	08/01/19	01	8/1/19-7/31/20 ADMIN FEES	23-230-54-00-5498		475.00
			02	FOR SERIES 2014A	** COMMENT **		
					INVOICE TOTAL:		475.00 *
					CHECK TOTAL:		475.00
530669	AMALGAMA	AMALGAMATED BANK OF CHICAGO					
	1855428000-080119	08/01/19	01	8/1/19-7/31/20 ADMIN FEES	42-420-54-00-5498		475.00
			02	FOR SERIES 2014B	** COMMENT **		
					INVOICE TOTAL:		475.00 *
					CHECK TOTAL:		475.00
530670	AMALGAMA	AMALGAMATED BANK OF CHICAGO					
	1855429009-080119	08/01/19	01	8/1/19-7/31/20 ADMIN FEES FOR	51-510-54-00-5498		475.00
			02	SERIES 2014C	** COMMENT **		
					INVOICE TOTAL:		475.00 *
					CHECK TOTAL:		475.00
530671	AMORELLA	ALJO AMORELLI					
	071119	07/11/19	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

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530671	AMORELLA	ALJO AMORELLI					
	071819	07/18/19	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
	072519	07/25/19	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		320.00
530672	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0927216-IN	07/02/19	01	RECEPTACLE, WIRE LEADS	01-410-56-00-5642		39.84
					INVOICE TOTAL:		39.84 *
	0927223-IN	07/02/19	01	TRAFFIC SIGNAL LAMP	01-410-54-00-5435		108.00
					INVOICE TOTAL:		108.00 *
	0931926-IN	07/16/19	01	PHOTOCONTROL	01-410-56-00-5642		170.04
					INVOICE TOTAL:		170.04 *
	0932850-IN	07/12/19	01	BULBS	23-216-56-00-5656		125.84
					INVOICE TOTAL:		125.84 *
	0933082-IN	07/18/19	01	LAMPS	23-216-56-00-5656		46.50
					INVOICE TOTAL:		46.50 *
	0933083-IN	07/18/19	01	LAMPS	23-216-56-00-5656		46.50
					INVOICE TOTAL:		46.50 *
	0933659-IN	07/19/19	01	DROP LENS	01-410-56-00-5642		295.89
					INVOICE TOTAL:		295.89 *
	0935642-IN	07/24/19	01	LAMPS, PHOTOCONTROLS, FUSES,	01-410-56-00-5642		451.34
			02	SPLICE KITS, WIRE NUT BOXES	** COMMENT **		
					INVOICE TOTAL:		451.34 *

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88-880 DOWNTOWN TIF
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530672	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0935777-IN	07/24/19	01	TRIPLEX WIRE	01-410-56-00-5642		857.50
					INVOICE TOTAL:		857.50 *
					CHECK TOTAL:		2,141.45
530673	AQUAFIX	AQUAFIX, INC.					
	28635	07/24/19	01	VITASTIM PACKETS	52-520-56-00-5613		1,142.60
					INVOICE TOTAL:		1,142.60 *
					CHECK TOTAL:		1,142.60
530674	ARNESON	ARNESON OIL COMPANY					
	256473	06/26/19	01	JUNE 2019 GASOLINE	79-790-56-00-5695		619.46
					INVOICE TOTAL:		619.46 *
	256955	06/30/19	01	JUNE 2019 GASOLINE	79-790-56-00-5695		542.17
					INVOICE TOTAL:		542.17 *
					CHECK TOTAL:		1,161.63
530675	ARNESON	ARNESON OIL COMPANY					
	257064	06/30/19	01	JUNE 2019 DIESEL FUEL	01-410-56-00-5695		203.08
			02	JUNE 2019 DIESEL FUEL	51-510-56-00-5695		203.08
			03	JUNE 2019 DIESEL FUEL	52-520-56-00-5695		203.07
					INVOICE TOTAL:		609.23 *
					CHECK TOTAL:		609.23
530676	ARNESON	ARNESON OIL COMPANY					
	257671	07/12/19	01	JULY 2019 GASOLINE	79-790-56-00-5695		736.57
					INVOICE TOTAL:		736.57 *
					CHECK TOTAL:		736.57

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530677	ARNESON	ARNESON OIL COMPANY					
	257764	07/15/19	01	JULY 2019 GASOLINE	79-790-56-00-5695		729.04
					INVOICE TOTAL:		729.04 *
					CHECK TOTAL:		729.04
530678	ARNESON	ARNESON OIL COMPANY					
	258261	07/18/19	01	JULY 2019 DIESEL FUEL	01-410-56-00-5695		156.68
			02	JULY 2019 DIESEL FUEL	51-510-56-00-5695		156.67
			03	JULY 2019 DIESEL FUEL	52-520-56-00-5695		156.67
					INVOICE TOTAL:		470.02 *
					CHECK TOTAL:		470.02
530679	ATTINTER	AT&T					
	13-4924710	07/10/19	01	07/10-08/09 ROUTER	01-110-54-00-5440		471.16
					INVOICE TOTAL:		471.16 *
					CHECK TOTAL:		471.16
530680	AUROFAST	AURORA FASTPRINT, INC					
	22994	02/28/18	01	FOX HILL SUBDIVISION RESIDENT	11-111-54-00-5462		297.69
			02	LETTERS AND COLOR MAPS	** COMMENT **		
					INVOICE TOTAL:		297.69 *
	22995	02/28/18	01	SUNFLOWER SUBDIVISION	12-112-54-00-5462		204.19
			02	RESIDENT LETTERS AND COLOR	** COMMENT **		
			03	MAPS	** COMMENT **		
					INVOICE TOTAL:		204.19 *
					CHECK TOTAL:		501.88
530681	AUTOSP	AUTOMOTIVE SPECIALTIES, INC.					

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530681	AUTOSP	AUTOMOTIVE SPECIALTIES, INC.					
	4005	07/18/19	01	CARGO VAN REPAIR DUE TO	79-795-54-00-5495		829.92
			02	ACCIDENT	** COMMENT **		
					INVOICE TOTAL:		829.92 *
					CHECK TOTAL:		829.92
530682	B&WCONTR	BAXTER & WOODMAN					
	0207517	07/19/19	01	06/17-07/11 WATER SYSTEM	51-510-54-00-5462		5,942.25
			02	INTERIM OPERATIONS ASSISTANCE	** COMMENT **		
					INVOICE TOTAL:		5,942.25 *
					CHECK TOTAL:		5,942.25
530683	BABINIA	ALEXIS BABINI					
	2019 HTD	07/30/19	01	08/31/19 HOMETOWN DAYS BAND	79-795-56-00-5602		2,250.00
					INVOICE TOTAL:		2,250.00 *
					CHECK TOTAL:		2,250.00
530684	BATTERYYS	BATTERY SERVICE CORPORATION					
	0051846	07/03/19	01	BATTERIES	01-410-56-00-5628		194.90
					INVOICE TOTAL:		194.90 *
					CHECK TOTAL:		194.90
530685	BENJAMIM	MATT BENJAMIN					
	071819	07/18/19	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
	072519	07/25/19	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		180.00

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530686	BEYERD	DWAYNE F BEYER					
	071119	07/11/19	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
	071819	07/18/19	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
	072519	07/25/19	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		280.00
530687	BLACKDOG	BLACK DOG DISTILLERY, LLC					
	1039	07/26/19	01	DISTILLERY TASTING FEES FOR	79-795-56-00-5606		370.00
			02	2019 RIVER FEST	** COMMENT **		
					INVOICE TOTAL:		370.00 *
					CHECK TOTAL:		370.00
530688	BOHYERR	REBEKAH BOHYER					
	JULY 8-JULY 28	07/30/19	01	UMPIRE	79-795-54-00-5462		25.00
					INVOICE TOTAL:		25.00 *
					CHECK TOTAL:		25.00
D001313	BROWND	DAVID BROWN					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
530689	BSNSPORT	BSN/PASSON'S/GSC/CONLIN SPORTS					

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530689	BSNSPORT	BSN/PASSON'S/GSC/CONLIN SPORTS					
	905593984	07/16/19	01	SOCCER COACHES SHIRTS	79-795-56-00-5606		516.80
					INVOICE TOTAL:		516.80 *
					CHECK TOTAL:		516.80
530690	BUILDERS	BUILDERS ASPHALT LLC					
	45379	07/09/19	01	ASPHALT FOR LOCAL ROADS	23-230-56-00-5632		719.40
					INVOICE TOTAL:		719.40 *
	45518	07/10/19	01	ASPHALT FOR LOCAL ROADS	23-230-56-00-5632		969.10
					INVOICE TOTAL:		969.10 *
	45629	07/11/19	01	ASPHALT FOR LOCAL ROADS	23-230-56-00-5632		770.55
					INVOICE TOTAL:		770.55 *
					CHECK TOTAL:		2,459.05
530691	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	40899	07/24/19	01	PAPER TOWEL, URINAL SCREENS,	01-110-56-00-5610		150.55
			02	TOILET TISSUE	** COMMENT **		
					INVOICE TOTAL:		150.55 *
					CHECK TOTAL:		150.55
530692	CENTRALL	CENTRAL LIMESTONE COMPANY, INC					
	17707	07/08/19	01	GRAVEL	51-510-56-00-5640		263.84
					INVOICE TOTAL:		263.84 *
	17950	07/22/19	01	LIMESTONE	51-510-56-00-5640		144.61
					INVOICE TOTAL:		144.61 *
					CHECK TOTAL:		408.45

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530693	CHIEFRFC	WAUBONSEE VALLEY RUGBY					
	1001	07/29/19	01	RUGBY CAMP INSTRUCTION	79-795-54-00-5462		472.50
					INVOICE TOTAL:		472.50 *
					CHECK TOTAL:		472.50
530694	CINTASFP	CINTAS CORPORATION FIRE 636525					
	OF94038265	07/22/19	01	07/01-09/30 SYSTEM MONITORING	51-510-54-00-5445		223.00
			02	AT 2224 TREMONT	** COMMENT **		
					INVOICE TOTAL:		223.00 *
	OF94038276	07/22/19	01	07/01-09/30 SYSTEM MONITORING	51-510-54-00-5445		223.00
			02	AT 610 TOWER	** COMMENT **		
					INVOICE TOTAL:		223.00 *
	OF94038508	07/25/19	01	07/01-09/30 SYSTEM MONITORING	51-510-54-00-5445		223.00
			02	AT 3299 LEHMAN CROSSING	** COMMENT **		
					INVOICE TOTAL:		223.00 *
					CHECK TOTAL:		669.00
530695	COMED	COMMONWEALTH EDISON					
	1183088101-0719	07/25/19	01	06/25-07/25 PRAIRIE LIFT	52-520-54-00-5480		107.63
					INVOICE TOTAL:		107.63 *
	1613010022-0619	07/15/19	01	06/12-07/12 BALLFIELD	79-795-54-00-5480		476.49
					INVOICE TOTAL:		476.49 *
	1718099052-0719	07/25/19	01	06/25-07/25 872 PRAIRIE CR	52-520-54-00-5480		36.59
					INVOICE TOTAL:		36.59 *
	1977008102-0619	07/12/19	01	06/12-07/12 GALENA RD PARK	79-795-54-00-5480		105.71
					INVOICE TOTAL:		105.71 *

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530695	COMED	COMMONWEALTH EDISON					
	2668047007-0719	07/25/19	01	06/25-07/25 1908 RAINTREE RD	51-510-54-00-5480		244.43
					INVOICE TOTAL:		244.43 *
	6963019021-0619	07/15/19	01	06/12-07/12 RT47 & ROSENWINKLE	23-216-54-00-5482		25.22
					INVOICE TOTAL:		25.22 *
	7090039005-0619	07/10/19	01	06/10-07/10 RT34 & CANNONBALL	23-216-54-00-5482		19.53
					INVOICE TOTAL:		19.53 *
	8344010026-0619	07/22/19	01	05/30-07/19 MISC STREET LIGHTS	23-216-54-00-5482		184.47
					INVOICE TOTAL:		184.47 *
					CHECK TOTAL:		1,200.07
530696	COREMAIN	CORE & MAIN LP					
	K830790	07/18/19	01	BACKFLOW METERS	51-510-56-00-5664		4,944.00
					INVOICE TOTAL:		4,944.00 *
					CHECK TOTAL:		4,944.00
530697	COXLAND	COX LANDSCAPING LLC					
	190100	07/01/19	01	MAY - JUNE 2019 MOWING	12-112-54-00-5495		855.00
					INVOICE TOTAL:		855.00 *
	190118	07/01/19	01	MAY-JUNE 2019 MOWING	11-111-54-00-5495		904.59
					INVOICE TOTAL:		904.59 *
					CHECK TOTAL:		1,759.59
530698	DEKANE	DEKANE EQUIPMENT CORP.					
	IA65250	06/28/19	01	PUL NUSS HOLDER	01-410-56-00-5628		126.49
					INVOICE TOTAL:		126.49 *

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530698	DEKANE	DEKANE EQUIPMENT CORP.					
	IA65564	07/12/19	01	PARTS FOR MOWER REPAIR	01-410-56-00-5628		543.31
					INVOICE TOTAL:		543.31 *
					CHECK TOTAL:		669.80
D001314	DHUSEE	DHUSE, ERIC					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	51-510-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	JULY 2019 MOBILE EMAIL	52-520-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	JULY 2019 MOBILE EMAIL	01-410-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
530699	DIETERG	GARY M. DIETER					
	071019	07/10/19	01	UMPIRE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
	071719	07/17/19	01	UMPIRE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		150.00
530700	DJIDICK	KAYLA DJIDIC					
	0003	07/28/19	01	ZUMBA CLASS INSTRUCTION	79-795-54-00-5462		168.00
					INVOICE TOTAL:		168.00 *
					CHECK TOTAL:		168.00
D001315	DLK	DLK, LLC					

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

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

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D001315	DLK DLK, LLC						
	190	07/31/19	01	JULY 2019 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,425.00
			02	HOURS	** COMMENT **		
					INVOICE TOTAL:		9,425.00 *
					DIRECT DEPOSIT TOTAL:		9,425.00
530701	DOUBLED KMA ENTERPRISES, INC						
	2019 HTD-B BAND	07/30/19	01	BOY BAND REVIEW 2019 HOMETOWN	79-795-56-00-5602		1,750.00
			02	DAYS PERFORMANCE	** COMMENT **		
					INVOICE TOTAL:		1,750.00 *
					CHECK TOTAL:		1,750.00
530702	DUTEK THOMAS & JULIE FLETCHER						
	1008408	07/12/19	01	HOSE ASSEMBLY	01-410-56-00-5628		51.00
					INVOICE TOTAL:		51.00 *
					CHECK TOTAL:		51.00
530703	DYNEGY DYNEGY ENERGY SERVICES						
	266979319071	07/22/19	01	06/17-07/17 2702 MILL ROAD	51-510-54-00-5480		5,902.99
					INVOICE TOTAL:		5,902.99 *
					CHECK TOTAL:		5,902.99
530704	EBNERS SARA R. EBNER						
	JULY 8-JULY 28	07/30/19	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00

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01-410 STREET OPERATIONS
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530705	EEI	ENGINEERING ENTERPRISES, INC.					
	6+7067	07/19/19	01	BLACKBERRY WOODS PHASE B	01-640-54-00-5465		3,777.00
					INVOICE TOTAL:		3,777.00 *
	67054	07/19/19	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		1,040.00
					INVOICE TOTAL:		1,040.00 *
	67055	07/19/19	01	RT34 IMPROVEMENTS	01-640-54-00-5465		104.00
					INVOICE TOTAL:		104.00 *
	67057	07/19/19	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		990.00
					INVOICE TOTAL:		990.00 *
	67058	07/19/19	01	KENDALWOOD ESTATES PUNCHLIST	88-880-60-00-6000		104.00
					INVOICE TOTAL:		104.00 *
	67059	07/19/19	01	GRANDE RESERVE-AVANTI	01-640-54-00-5465		955.00
					INVOICE TOTAL:		955.00 *
	67060	07/19/19	01	PRESTWICK	01-640-54-00-5465		571.25
					INVOICE TOTAL:		571.25 *
	67061	07/19/19	01	YORKVILLE CHRISTIAN SCHOOL	90-055-55-00-0111		1,760.75
					INVOICE TOTAL:		1,760.75 *
	67062	07/19/19	01	CASCADE WATERWORKS DRAINAGE	01-640-54-00-5465		98.50
			02	REVIEW	** COMMENT **		
					INVOICE TOTAL:		98.50 *
	67063	07/19/19	01	PUBLIC WORKS MATERIAL STORAGE	01-640-54-00-5465		3,707.50
			02	shed	** COMMENT **		
					INVOICE TOTAL:		3,707.50 *
	67064	07/19/19	01	METRONET	90-132-00-00-0111		306.00
					INVOICE TOTAL:		306.00 *

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530705	EEI	ENGINEERING ENTERPRISES, INC.					
	67065	07/19/19	01	DOWNTOWN REVITALIZATION	01-640-54-00-5465		267.00
					INVOICE TOTAL:		267.00 *
	67066	07/19/19	01	GRANDE RESERVE UNIT 2	01-640-54-00-5465		84.00
					INVOICE TOTAL:		84.00 *
	67068	07/19/19	01	SUB-REGIONAL WATER	51-510-54-00-5465		208.00
			02	COORDINATION	** COMMENT **		
					INVOICE TOTAL:		208.00 *
	67069	07/19/19	01	WHISPERING MEADOWS UNITS 1, 2	23-230-60-00-6034		201.15
			02	& 4 COMPLETION OF	** COMMENT **		
			03	IMPROVEMENTS	** COMMENT **		
			04	WHISPERING MEADOWS UNITS 1, 2	51-510-60-00-6034		8.94
			05	& 4 COMPLETION OF	** COMMENT **		
			06	IMPROVEMENTS	** COMMENT **		
			07	WHISPERING MEADOWS UNITS 1, 2	52-520-60-00-6034		13.41
			08	& 4 COMPLETION OF	** COMMENT **		
			09	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		223.50 *
					CHECK TOTAL:		14,196.50
530706	EEI	ENGINEERING ENTERPRISES, INC.					
	67070	07/19/19	01	MILL ROAD RECONSTRUCTION	23-230-60-00-6012		10,712.00
					INVOICE TOTAL:		10,712.00 *
					CHECK TOTAL:		10,712.00
530707	EEI	ENGINEERING ENTERPRISES, INC.					
	67071	07/19/19	01	GRANDE RESERVE UNIT 23	01-640-54-00-5465		507.00
					INVOICE TOTAL:		507.00 *

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530707	EEI	ENGINEERING ENTERPRISES, INC.					
	67072	07/19/19	01	HOLIDAY INN EXPRESS & SUITES	90-108-00-00-0111		533.25
					INVOICE TOTAL:		533.25 *
	67073	07/19/19	01	GRANDE RESERVE UNIT 8	01-640-54-00-5465		38.25
					INVOICE TOTAL:		38.25 *
	67074	07/19/19	01	GRANDE RESERVE UNIT 1	01-640-54-00-5465		160.50
					INVOICE TOTAL:		160.50 *
	67075	07/19/19	01	TIMBER GLENN SUBDIVISION	90-114-00-00-0111		1,855.50
					INVOICE TOTAL:		1,855.50 *
	67076	07/19/19	01	2018 ROAD PROGRAM	23-230-60-00-6025		72.50
					INVOICE TOTAL:		72.50 *
	67077	07/19/19	01	EAST ORANGE STREET WATER	51-510-60-00-6025		2,245.89
			02	MAIN REPLACEMENT	** COMMENT **		
					INVOICE TOTAL:		2,245.89 *
	67078	07/19/19	01	WINDETT RIDGE UNIT 2	01-640-54-00-5465		4,048.00
					INVOICE TOTAL:		4,048.00 *
	67079	07/19/19	01	WELL #3 WATER MAIN RE-PIPING	51-510-60-00-6022		237.00
					INVOICE TOTAL:		237.00 *
	67080	07/19/19	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		191.25
					INVOICE TOTAL:		191.25 *
	67081	07/19/19	01	PART OF LOT 4 KENDALL CROSSING	90-129-00-00-0111		416.50
					INVOICE TOTAL:		416.50 *
	67082	07/19/19	01	LOT 6B KENDALL CROSSING	90-128-00-00-0111		493.00
					INVOICE TOTAL:		493.00 *
					CHECK TOTAL:		10,798.64

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530708	EEI	ENGINEERING ENTERPRISES, INC.					
	67083	07/19/19	01	2019 ROAD PROGRAM	23-230-60-00-6025		32,860.00
					INVOICE TOTAL:		32,860.00 *
					CHECK TOTAL:		32,860.00
530709	EEI	ENGINEERING ENTERPRISES, INC.					
	67084	07/19/19	01	GRANDE RESERVE UNIT 23	01-640-54-00-5465		600.00
					INVOICE TOTAL:		600.00 *
	67085	07/19/19	01	GRANDE RESERVE UNIT 8 - ENG	01-640-54-00-5465		1,000.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		1,000.00 *
	67086	07/19/19	01	CALEDONIA PHASE 1 - ENG	01-640-54-00-5465		1,400.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		1,400.00 *
	67087	07/19/19	01	2731 PHELPS CT	01-640-54-00-5465		481.50
					INVOICE TOTAL:		481.50 *
	67088	07/19/19	01	WINDETT RIDGE UNIT 1 - ENG	01-640-54-00-5465		200.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		200.00 *
	67089	07/19/19	01	HEARTLAND CIRCLE UNIT 1 - ENG	01-640-54-00-5465		100.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		100.00 *
	67090	07/19/19	01	GRANDE RESERVE UNIT 1 - ENG	01-640-54-00-5465		500.00
			02	INSPECTIONS	** COMMENT **		
					INVOICE TOTAL:		500.00 *
	67091	07/19/19	01	PRESTWICK - ENG INSPECTIONS	01-640-54-00-5465		200.00
					INVOICE TOTAL:		200.00 *

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530709	EEI	ENGINEERING ENTERPRISES, INC.						
	67092	07/19/19	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		2,102.45	
					INVOICE TOTAL:		2,102.45	*
	67093	07/19/19	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
					INVOICE TOTAL:		1,900.00	*
	67094	07/19/19	01	2019 MISC GIS	01-640-54-00-5465		225.00	
					INVOICE TOTAL:		225.00	*
	67095	07/19/19	01	RAGING WAVES PARKING LOT	90-117-00-00-0111		525.25	
			02	EXPANSION	** COMMENT **			
					INVOICE TOTAL:		525.25	*
	67096	07/19/19	01	UNIFIED DEVELOPEMENT ORDINANCE	01-640-54-00-5465		788.00	
					INVOICE TOTAL:		788.00	*
	67097	07/19/19	01	RT47 AND MAIN STREET	01-640-54-00-5465		1,187.00	
					INVOICE TOTAL:		1,187.00	*
	67098	07/19/19	01	GAS-N-WASH	90-144-00-00-0111		312.00	
					INVOICE TOTAL:		312.00	*
	67099	07/19/19	01	FY 2021 BUDGET	01-640-54-00-5465		260.50	
					INVOICE TOTAL:		260.50	*
	67100	07/19/19	01	PROJECT APOGEE	01-640-54-00-5465		1,034.50	
					INVOICE TOTAL:		1,034.50	*
					CHECK TOTAL:		12,816.20	
530710	ENGER	ENGER-VAVRA, INC						
	2211-1	06/14/19	01	ACCESS DOOR & DUCTWORK	23-216-54-00-5446		5,890.00	
			02	PAINTING AT BEECHER CENTER	** COMMENT **			
					INVOICE TOTAL:		5,890.00	*

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530710	ENGER	ENGER-VAVRA, INC					
	2212-1	06/14/19	01	BASEMENT DOOR REMOVAL &	23-216-54-00-5446		4,830.00
			02	REPLACEMENT AT CITY HALL PD	** COMMENT **		
					INVOICE TOTAL:		4,830.00 *
	2213-1	06/14/19	01	WALKWAY SUBFLOOR REPLACEMENT	23-216-54-00-5446		2,130.00
			02	AT CITY HALL	** COMMENT **		
					INVOICE TOTAL:		2,130.00 *
	2268-1	06/14/19	01	CONCESSION STAND DOOR	23-216-54-00-5446		5,890.00
			02	REPLACEMENT AT THE BEECHER	** COMMENT **		
			03	CENTER	** COMMENT **		
					INVOICE TOTAL:		5,890.00 *
					CHECK TOTAL:		18,740.00
D001316	EVANST	TIM EVANS					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-790-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	JULY 2019 MOBILE EMAIL	79-795-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
530711	FARMFLEE	BLAIN'S FARM & FLEET					
	0283-STEFFENS	07/12/19	01	SHORTS, JEANS	52-520-56-00-5600		119.66
					INVOICE TOTAL:		119.66 *
					CHECK TOTAL:		119.66
530712	FEDERAUA	ALEX FEDERAU					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-790-54-00-5440		17.40

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530712	FEDERAUA	ALEX FEDERAU					
	080119	08/01/19	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		17.40 *
					CHECK TOTAL:		17.40
530713	FIRST	FIRST PLACE RENTAL					
	306104-1	07/19/19	01	MARKING PAINT, FLAGS	51-510-56-00-5665		326.40
					INVOICE TOTAL:		326.40 *
					CHECK TOTAL:		326.40
530714	FLEET	FLEET SAFETY SUPPLY					
	72952	07/15/19	01	ULTRA CORNER TUBE/REFLECTOR	01-410-56-00-5628		273.95
					INVOICE TOTAL:		273.95 *
					CHECK TOTAL:		273.95
530715	FLEX	FLEX BENEFIT SERVICE CORP.					
	996033	07/16/19	01	JUNE 2019 HRA ADMIN FEES	01-110-52-00-5216		20.00
			02	JUNE 2019 HRA ADMIN FEES	01-120-52-00-5216		10.00
			03	JUNE 2019 HRA ADMIN FEES	01-210-52-00-5216		110.00
			04	JUNE 2019 HRA ADMIN FEES	01-220-52-00-5216		20.00
			05	JUNE 2019 HRA ADMIN FEES	01-410-52-00-5216		6.67
			06	JUNE 2019 HRA ADMIN FEES	79-790-52-00-5216		22.50
			07	JUNE 2019 HRA ADMIN FEES	79-795-52-00-5216		17.50
			08	JUNE 2019 HRA ADMIN FEES	51-510-52-00-5216		16.67
			09	JUNE 2019 HRA ADMIN FEES	52-520-52-00-5216		11.66
			10	JUNE 2019 HRA ADMIN FEES	01-640-52-00-5240		35.00
			11	JUNE 2019 HRA ADMIN FEES	82-820-52-00-5216		20.00
			12	JUNE 2019 FSA ADMIN FEES	01-110-52-00-5216		12.00
			13	JUNE 2019 FSA ADMIN FEES	01-120-52-00-5216		4.00

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95-XXX ESCROW DEPOSIT

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530715	FLEX	FLEX BENEFIT SERVICE CORP.					
	996033	07/16/19	14	JUNE 2019 FSA ADMIN FEES	01-210-52-00-5216		24.00
			15	JUNE 2019 FSA ADMIN FEES	01-220-52-00-5216		4.00
			16	JUNE 2019 FSA ADMIN FEES	01-410-52-00-5216		4.00
			17	JUNE 2019 FSA ADMIN FEES	51-510-52-00-5216		12.00
				INVOICE TOTAL:			350.00 *
				CHECK TOTAL:			350.00
530716	FORDG	GARY R FORD JR					
	071019	07/10/19	01	UMPIRE	79-795-54-00-5462		50.00
				INVOICE TOTAL:			50.00 *
				CHECK TOTAL:			50.00
530717	FOXVALLE	FOX VALLEY TROPHY & AWARDS					
	36194	07/16/19	01	2019 SUMMER BASKETBALL MEDALS	79-795-56-00-5606		91.23
				INVOICE TOTAL:			91.23 *
				CHECK TOTAL:			91.23
530718	FRECOSES	FOX RIVER ECOSYSTEM					
	2019-20 MMBSP	07/30/19	01	MEMBERSHIP RENEWAL	01-110-54-00-5460		100.00
				INVOICE TOTAL:			100.00 *
				CHECK TOTAL:			100.00
D001317	FREDRICR	ROB FREDRICKSON					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
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530719	FULTON	J & D INGENUITIES, LLC					
	1497	07/01/19	01	07/01/19-06/30/20 MONITORING	25-205-54-00-5495		447.99
			02	OF THE WARNING SYSTEM	** COMMENT **		
					INVOICE TOTAL:		447.99 *
					CHECK TOTAL:		447.99
D001318	GALAUNEJ	JAKE GALAUNER					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
	173266	07/29/19	01	RIVERFRONT PARK RENTAL DEPOSIT	79-000-24-00-2410		100.00
			02	REFUND	** COMMENT **		
					INVOICE TOTAL:		100.00 *
					DIRECT DEPOSIT TOTAL:		145.00
530720	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-2364C-142208	07/12/19	01	KIMBALL HILL I MATTER	01-640-54-00-5461		3,306.34
					INVOICE TOTAL:		3,306.34 *
	H-3181C-142206	07/12/19	01	MISC GENERAL CITY MATTERS	01-640-54-00-5461		1,034.00
					INVOICE TOTAL:		1,034.00 *
	H-3586C-142211	07/12/19	01	NICHOLSON MATTER	01-640-54-00-5461		1,262.80
					INVOICE TOTAL:		1,262.80 *
	H-3995C-142207	07/12/19	01	YMCA MATTER	01-640-54-00-5461		2,156.00
					INVOICE TOTAL:		2,156.00 *
	H-4412C-142210	07/12/19	01	GREEN ORGANICS	01-640-54-00-5461		200.00
					INVOICE TOTAL:		200.00 *

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530720	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-4650C-142209	07/12/19	01	CASCADE V. YORKVILLE MATTER	01-640-54-00-5461		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		8,069.14
530721	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	102871116-8	08/01/19	01	LIABILITY INS INSTALL #8	01-640-52-00-5231		9,902.29
			02	LIABILITY INS INSTALL #8-PR	01-640-52-00-5231		1,941.01
			03	LIABILITY INS INSTALL #8	51-510-52-00-5231		1,096.51
			04	LIABILITY INS INSTALL #8	52-520-52-00-5231		531.44
			05	LIABILITY INS INSTALL #8	82-820-52-00-5231		918.75
					INVOICE TOTAL:		14,390.00 *
					CHECK TOTAL:		14,390.00
530722	GROUND	GROUND EFFECTS INC.					
	414550-000	07/15/19	01	DIRT	01-410-56-00-5620		117.26
					INVOICE TOTAL:		117.26 *
					CHECK TOTAL:		117.26
D001319	HARMANR	RHIANNON HARMON					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
530723	HARRIS	HARRIS COMPUTER SYSTEMS					
	XT00006916	07/31/19	01	MYGOVHUB FEES - JUNE 2019	01-120-54-00-5462		78.76

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530723	HARRIS	HARRIS COMPUTER SYSTEMS					
	XT00006916	07/31/19	02	MYGOVHUB FEES - JUNE 2019	51-510-54-00-5462		118.86
			03	MYGOVHUB FEES - JUNE 2019	52-520-54-00-5462		34.30
					INVOICE TOTAL:		231.92 *
	XT00006930	07/31/19	01	MYGOVHUB FEES - JULY 2019	01-120-54-00-5462		174.23
			02	MYGOVHUB FEES - JULY 2019	51-510-54-00-5462		262.94
			03	MYGOVHUB FEES - JULY 2019	52-520-54-00-5462		75.88
					INVOICE TOTAL:		513.05 *
					CHECK TOTAL:		744.97
D001320	HARTRICH	HART, RICHARD					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	01-210-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001321	HENNED	DURK HENNE					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001322	HERNANDA	ADAM HERNANDEZ					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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530724	HERNANDN	NOAH HERNANDEZ					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
530725	HETTINGA	ANDREW HETTINGER					
	JULY 8-JULY 28	07/30/19	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		120.00
530726	HIFIEVEN	HI FI EVENTS, INC.					
	2019 HTD	07/31/19	01	STAGE & LIGHTING FOR 2019	79-795-56-00-5602		13,000.00
			02	HOMETOWN DAYS HI-INFIDELITY	** COMMENT **		
			03	PERFORMANCE	** COMMENT **		
					INVOICE TOTAL:		13,000.00 *
					CHECK TOTAL:		13,000.00
D001323	HORNERR	RYAN HORNER					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001324	HOULEA	ANTHONY HOULE					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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530727	ILEAS	ILEAS					
	DUES8665	07/01/19	01	2019 ANNUAL MEMBERSHIP DUES	01-210-54-00-5460		120.00
						INVOICE TOTAL:	120.00 *
					CHECK TOTAL:		120.00
530728	ILPD4811	ILLINOIS STATE POLICE					
	063019	06/30/19	01	BACKGROUND CHECKS	79-795-54-00-5462		56.50
			02	SOLICITOR BACKGROUND CHECKS	01-110-54-00-5462		395.50
						INVOICE TOTAL:	452.00 *
					CHECK TOTAL:		452.00
530729	ILRAILWA	ILLINOIS RAILWAY LLC					
	121535	07/29/19	01	ANNUAL EASEMENT AGREEMENT	72-720-54-00-5485		5,034.87
						INVOICE TOTAL:	5,034.87 *
					CHECK TOTAL:		5,034.87
530730	ILTREASU	STATE OF ILLINOIS TREASURER					
	83	08/01/19	01	RT47 EXPANSION PYMT #83	15-155-60-00-6079		6,148.89
			02	RT47 EXPANSION PYMT #83	51-510-60-00-6079		3,780.98
			03	RT47 EXPANSION PYMT #83	52-520-60-00-6079		1,873.48
			04	RT47 EXPANSION PYMT #83	88-880-60-00-6079		624.01
						INVOICE TOTAL:	12,427.36 *
					CHECK TOTAL:		12,427.36
530731	IMPACT	IMPACT NETWORKING, LLC					
	1500632	07/23/19	01	06/29-07/28 COPIER CHARGES	01-110-54-00-5430		108.69
			02	06/29-07/28 COPIER CHARGES	01-120-54-00-5430		36.23

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530731	IMPACT	IMPACT NETWORKING, LLC					
	1500632	07/23/19	03	06/29-07/28 COPIER CHARGES	01-220-54-00-5430		117.38
			04	06/29-07/28 COPIER CHARGES	01-210-54-00-5430		43.87
			05	06/29-07/28 COPIER CHARGES	01-410-54-00-5462		1.12
			06	06/29-07/28 COPIER CHARGES	51-510-54-00-5430		1.13
			07	06/29-07/28 COPIER CHARGES	52-520-54-00-5430		1.11
			08	06/29-07/28 COPIER CHARGES	79-795-54-00-5462		88.12
			09	06/29-07/28 COPIER CHARGES	79-790-54-00-5462		88.13
				INVOICE TOTAL:			485.78 *
				CHECK TOTAL:			485.78
530732	INNOVATI	INNOVATIVE UNDERGROUND, LLC					
	1314	07/16/19	01	CLEANING/TELEVISIONING &	23-216-54-00-5446		525.00
			02	ASSESSING AT CITY HALL AND PD	** COMMENT **		
				INVOICE TOTAL:			525.00 *
				CHECK TOTAL:			525.00
530733	IPRF	ILLINOIS PUBLIC RISK FUND					
	52834	07/15/19	01	SEPT 2019 WORKER COMP INS	01-640-52-00-5231		9,816.96
			02	SEPT 2019 WORKER COMP INS-PR	01-640-52-00-5231		1,924.28
			03	SEPT 2019 WORKER COMP INS	51-510-52-00-5231		1,087.06
			04	SEPT 2019 WORKER COMP INS	52-520-52-00-5231		526.86
			05	SEPT 2019 WORKER COMP INS	82-820-52-00-5231		910.84
				INVOICE TOTAL:			14,266.00 *
				CHECK TOTAL:			14,266.00
530734	ITRON	ITRON					
	526199	07/12/19	01	AUG 2019 HOSTING SERVICES	51-510-54-00-5462		600.37
				INVOICE TOTAL:			600.37 *
				CHECK TOTAL:			600.37

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530735	JMC	JMC VENTURES, LLC					
	071719	07/17/19	01	SPACE ADVENTURE CAMP	79-795-54-00-5462		105.00
			02	WORKSHOP	** COMMENT **		
					INVOICE TOTAL:		105.00 *
					CHECK TOTAL:		105.00
530736	JOHNKING	JOHN L. KING					
	2019 HTD	07/30/19	01	08/31/19 HOMETOWN DAYS BAND	79-795-56-00-5602		3,000.00
					INVOICE TOTAL:		3,000.00 *
					CHECK TOTAL:		3,000.00
530737	KANTORG	GARY KANTOR					
	JULY 2019	07/25/19	01	JULY MAGIC CLASS	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
530738	KENDCPA	KENDALL COUNTY CHIEFS OF					
	628	07/23/19	01	MONTHLY MEETING FEE FOR NELSON	01-210-54-00-5412		96.00
			02	MEYER, MERTES, MIKOLASEK,	** COMMENT **		
			03	DECKER & PFIZENMAIER	** COMMENT **		
					INVOICE TOTAL:		96.00 *
					CHECK TOTAL:		96.00
D001325	KLEEFISG	GLENN KLEEFISCH					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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530739	LARRABER	RACHEL WRIGHT					
	072319	07/23/19	01	MARIJUANA & OTHER KEY	01-110-54-00-5415		60.99
			02	LEGISLATION TRAINING MILEAGE	** COMMENT **		
			03	REIMBURSEMENT-WRIGHT	** COMMENT **		
			04	IDOR SALES TAX WORKSHOP	01-120-54-00-5415		26.10
			05	MILEAGE REIMBURSEMENT-WRIGHT	** COMMENT **		
					INVOICE TOTAL:		87.09 *
					CHECK TOTAL:		87.09
530740	LAWLESSM	MATTHEW J. LAWLESS					
	071719	07/17/19	01	UMPIRE	79-795-54-00-5462		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
530741	LAWSON	LAWSON PRODUCTS					
	9306867254	07/15/19	01	FUSES, O RINGS, SCREWS,	01-410-56-00-5620		155.10
			02	WASHERS, HOSE CLAMPS, CABLE	** COMMENT **		
			03	TIES, SLIDES, COTTER PINS,	** COMMENT **		
			04	CONNECTORS	** COMMENT **		
			05	FUSES, O RINGS, SCREWS,	51-510-56-00-5620		155.10
			06	WASHERS, HISE CLAMPS, CABLE	** COMMENT **		
			07	TIES, SLIDES, COTTER PINS,	** COMMENT **		
			08	CONNECTORS	** COMMENT **		
			09	FUSES, O RINGS, SCREWS,	52-520-56-00-5620		155.10
			10	WASHERS, HISE CLAMPS, CABLE	** COMMENT **		
			11	TIES, SLIDES, COTTER PINS,	** COMMENT **		
			12	CONNECTORS	** COMMENT **		
					INVOICE TOTAL:		465.30 *
					CHECK TOTAL:		465.30
530742	LEJAN	NICOLE DECKER					

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530742	LEJAN	NICOLE DECKER					
	2018/19 LEADERSHIP	07/17/19	01	2018/2019 LEADERSHIP	01-110-54-00-5412		500.00
			02	DEVELOPMENT PROGRAM COMPLETION	** COMMENT **		
			03	- DECKER	** COMMENT **		
				INVOICE TOTAL:			500.00 *
				CHECK TOTAL:			500.00
530743	LINCOLNF	LINCOLN FINANCIAL GROUP					
	3921140862	07/19/19	01	AUG 2019 LIFE INS	01-110-52-00-5222		116.98
			02	AUG 2019 LIFE INS-EO	01-110-52-00-5222		6.83
			03	AUG 2019 LIFE INS	01-120-52-00-5222		20.49
			04	AUG 2019 LIFE INS	01-210-52-00-5222		470.34
			05	AUG 2019 LIFE INS	01-220-52-00-5222		37.20
			06	AUG 2019 LIFE INS	01-410-52-00-5222		145.41
			07	AUG 2019 LIFE INS	79-790-52-00-5222		48.37
			08	AUG 2019 LIFE INS	79-795-52-00-5222		62.90
			09	AUG 2019 LIFE INS	51-510-52-00-5222		57.35
			10	AUG 2019 LIFE INS	52-520-52-00-5222		83.13
			11	AUG 2019 LIFE INS	82-820-52-00-5222		30.83
				INVOICE TOTAL:			1,079.83 *
				CHECK TOTAL:			1,079.83
530744	LINDSTRS	STEPHEN LINDSTROM					
	071719	07/17/19	01	UMPIRE	79-795-54-00-5462		50.00
				INVOICE TOTAL:			50.00 *
				CHECK TOTAL:			50.00
530745	LLWCONSU	LLOYD WARBER					
	10460	08/01/19	01	JULY 2019 ON-SITE IT SUPPORT	82-820-54-00-5462		1,110.00
				INVOICE TOTAL:			1,110.00 *
				CHECK TOTAL:			1,110.00

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530746	MEADOWBR	MEADOWBROOK BUILDERS LLC					
	1006 S CARLY	07/12/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00
530747	MENLAND	MENARDS - YORKVILLE					
	54240	07/01/19	01	NIPPLES, COUPLING, ELBOWS	01-410-56-00-5620		8.92
					INVOICE TOTAL:		8.92 *
	54351	07/02/19	01	LONG NOSE PLIERS, VOLT TESTER	51-510-56-00-5630		19.28
					INVOICE TOTAL:		19.28 *
	54356	07/02/19	01	MP STARTER	52-520-56-00-5620		15.95
					INVOICE TOTAL:		15.95 *
	54358	07/02/19	01	RUST STAIN REMOVER	51-510-56-00-5620		16.99
					INVOICE TOTAL:		16.99 *
	54364	07/02/19	01	MALE VALVE	52-520-56-00-5620		6.99
					INVOICE TOTAL:		6.99 *
					CHECK TOTAL:		68.13
530748	MENLAND	MENARDS - YORKVILLE					
	54500	07/03/19	01	FANS, PATRIOTIC BOWS	79-795-56-00-5606		111.52
					INVOICE TOTAL:		111.52 *
					CHECK TOTAL:		111.52
530749	MENLAND	MENARDS - YORKVILLE					
	54511	07/03/19	01	ROPE	79-790-56-00-5640		41.93
					INVOICE TOTAL:		41.93 *

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530749	MENLAND	MENARDS - YORKVILLE					
	54651	07/05/19	01	SCREWS, SPEEDBOR BIT,	79-790-56-00-5640		139.09
			02	SPEEDBOR EXTENSION, EPOXY	** COMMENT **		
			03	PUTTY	** COMMENT **		
					INVOICE TOTAL:		139.09 *
	54962	07/08/19	01	SCREWS, SEALING COMPOUND	51-510-56-00-5638		5.88
					INVOICE TOTAL:		5.88 *
	55030	07/09/19	01	BUG SPRAY	52-520-56-00-5620		9.99
					INVOICE TOTAL:		9.99 *
					CHECK TOTAL:		196.89
530750	MENLAND	MENARDS - YORKVILLE					
	55033	07/09/19	01	ANTIFREEZE, NUTS, WASHERS,	79-790-56-00-5640		144.68
			02	BOLTS, SHARPIES, TRASH CAN,	** COMMENT **		
			03	GREASE	** COMMENT **		
					INVOICE TOTAL:		144.68 *
					CHECK TOTAL:		144.68
530751	MENLAND	MENARDS - YORKVILLE					
	55062	07/09/19	01	SEAFORM, DUCK TAPE, OIL DRI	52-520-56-00-5640		79.67
					INVOICE TOTAL:		79.67 *
	55064	07/09/19	01	IRON OUT	51-510-56-00-5620		23.28
					INVOICE TOTAL:		23.28 *
	55127	07/10/19	01	BOARDS	79-790-56-00-5640		41.28
					INVOICE TOTAL:		41.28 *
	55128	07/10/19	01	ASPHALT SEALER, DRIVEWAY PATCH,	51-510-56-00-5640		110.05

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530751	MENLAND	MENARDS - YORKVILLE					
	55128	07/10/19	02 03	TOWELS, DRIVEWAY CRACK FILL, BRUSH, TROWELS	** COMMENT ** ** COMMENT **		
					INVOICE TOTAL:		110.05 *
	55165	07/10/19	01 02	CREDIT FOR RETURNED DRIVEWAY FINISHING MATERIALS	51-510-56-00-5640 ** COMMENT **		-117.35
					INVOICE TOTAL:		-117.35 *
	55246	07/11/19	01	BUILDERS PAPER, DUCK TAPE	79-790-56-00-5640		15.16
					INVOICE TOTAL:		15.16 *
	55250	07/11/19	01	MARKING PAINT	79-790-56-00-5620		4.94
					INVOICE TOTAL:		4.94 *
	55260	07/11/19	01	BOARDS	01-410-56-00-5640		11.26
					INVOICE TOTAL:		11.26 *
	55273	07/11/19	01	SCREWDRIVER	51-510-56-00-5630		6.99
					INVOICE TOTAL:		6.99 *
	55281	07/11/19	01	CARBIDE PLUNGE, BLADES	79-790-56-00-5630		34.97
					INVOICE TOTAL:		34.97 *
	55282	07/11/19	01	WEED & GRASS KILLER	79-790-56-00-5620		44.88
					INVOICE TOTAL:		44.88 *
	55331	07/12/19	01	REBAR	52-520-56-00-5620		27.00
					INVOICE TOTAL:		27.00 *
	55387	07/12/19	01	UTILITY TUBS	79-795-56-00-5606		34.20
					INVOICE TOTAL:		34.20 *
	55404	07/12/19	01	DIELECTRIC GREASE, BULB	01-210-54-00-5495		14.78
					INVOICE TOTAL:		14.78 *

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530751	MENLAND	MENARDS - YORKVILLE					
	55594	07/15/19	01	PAINT	79-790-56-00-5640		26.98
					INVOICE TOTAL:		26.98 *
	55786	07/17/19	01	SCREWS	23-216-56-00-5656		1.21
					INVOICE TOTAL:		1.21 *
	55960	07/19/19	01	BULBS	23-216-56-00-5656		9.94
					INVOICE TOTAL:		9.94 *
	56347	07/23/19	01	GALVANIZING COMPOUND,	01-410-56-00-5620		44.97
			02	FLASHLIGHT	** COMMENT **		
					INVOICE TOTAL:		44.97 *
	56359	07/23/19	01	AUGER BIT, ARBOR EXTENSION	01-410-56-00-5630		20.96
					INVOICE TOTAL:		20.96 *
	56366	07/23/19	01	AIRWICK FRESHMATIC KIT	52-520-56-00-5620		18.94
					INVOICE TOTAL:		18.94 *
					CHECK TOTAL:		454.11
530752	MENLAND	MENARDS - YORKVILLE					
	56367	07/23/19	01	PRUNERS, LOPPER	01-410-56-00-5630		59.95
					INVOICE TOTAL:		59.95 *
					CHECK TOTAL:		59.95
530753	MENLAND	MENARDS - YORKVILLE					
	56386	07/23/19	01	MORTOR MIX	01-410-56-00-5640		25.14
					INVOICE TOTAL:		25.14 *
	56473	07/24/19	01	BATTERIES	51-510-56-00-5665		13.23
					INVOICE TOTAL:		13.23 *

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530753	MENLAND	MENARDS - YORKVILLE					
	56638	07/26/19	01	SOCKET	01-410-56-00-5642		2.99
					INVOICE TOTAL:		2.99 *
					CHECK TOTAL:		41.36
530754	METROMAY	METROPOLITAN MAYOR'S CAUCUS					
	060319	06/03/19	01	COMMUNITY SOLAR CLEARINGHOUSE	01-110-54-00-5460		700.00
			02	SOLUTIONS PROGRAM PURCHASING	** COMMENT **		
			03	POOL ENROLLMENT FEE	** COMMENT **		
					INVOICE TOTAL:		700.00 *
					CHECK TOTAL:		700.00
530755	METROWES	METRO WEST COG					
	3969	07/08/19	01	2019 LEGISLATIVE BBQ FOR KOCH,	01-110-54-00-5415		120.00
			02	FRIEDERS, OLSON, PURCELL	** COMMENT **		
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		120.00
530756	MIDWSALT	MIDWEST SALT					
	P446429	05/31/19	01	BULD ROCK SALT	51-510-56-00-5638		2,366.70
					INVOICE TOTAL:		2,366.70 *
	P446791	07/10/19	01	BULK ROCK SALT	51-510-56-00-5638		2,403.80
					INVOICE TOTAL:		2,403.80 *
	P446817	07/12/19	01	BULK ROCK SALT	51-510-56-00-5638		2,684.64
					INVOICE TOTAL:		2,684.64 *
	P446909	07/23/19	01	BULK ROCK SALT	51-510-56-00-5638		2,533.51
					INVOICE TOTAL:		2,533.51 *

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530756	MIDWSALT	MIDWEST SALT					
	P446921	07/24/19	01	BULK ROCK SALT	51-510-56-00-5638		2,419.27
					INVOICE TOTAL:		2,419.27 *
					CHECK TOTAL:		12,407.92
530757	MILLERM	MICHAEL T. MILLER					
	072119	07/21/19	01	UMPIRE	79-795-54-00-5462		140.00
					INVOICE TOTAL:		140.00 *
					CHECK TOTAL:		140.00
530758	MODAFFJ	JACK MODAFF					
	JULY 8-JULY 28	07/30/19	01	UMPIRE	79-795-54-00-5462		60.00
					INVOICE TOTAL:		60.00 *
					CHECK TOTAL:		60.00
530759	MONTGLAN	MONTGOMERY LANDSCAPING					
	9023	07/17/19	01	DIRT FOR GREENBRIAR SIDEWALK	23-230-56-00-5637		350.00
			02	PROJECT	** COMMENT **		
					INVOICE TOTAL:		350.00 *
					CHECK TOTAL:		350.00
530760	MOSERR	ROBERT MOSER					
	071019	07/10/19	01	UMPIRE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
530761	MUNCOLLE	MUNICIPAL COLLECTION SERVICES					

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530761	MUNCOLLE	MUNICIPAL COLLECTION SERVICES					
	014777	06/30/19	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467		116.15
					INVOICE TOTAL:		116.15 *
	014778	06/30/19	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467		35.00
					INVOICE TOTAL:		35.00 *
					CHECK TOTAL:		151.15
530762	MUNNSM	MARTY MUNNS					
	071019	07/10/19	01	UMPIRE	79-795-54-00-5462		50.00
					INVOICE TOTAL:		50.00 *
	071719	07/17/19	01	UMPIRE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		125.00
530763	NARVICK	NARVICK BROS. LUMBER CO, INC					
	62405	07/12/19	01	4000 PSI AE	23-230-56-00-5637		582.00
					INVOICE TOTAL:		582.00 *
					CHECK TOTAL:		582.00
D001326	NELCONT	TYLER NELSON					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
	2018/19 LEADERSHIP	07/17/19	01	2018/2019 LEADERSHIP	01-110-54-00-5412		500.00
			02	DEVELOPMENT PROGRAM COMPLETION	** COMMENT **		
			03	-NELSON	** COMMENT **		
					INVOICE TOTAL:		500.00 *
					DIRECT DEPOSIT TOTAL:		545.00

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72-720 LAND CASH
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79-795 RECREATION DEPARTMENT

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84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

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530764	NEMRT	NORTH EAST MULTI-REGIONAL					
	258645	07/08/19	01	MANDATORY FIREARE TRAINING	01-210-54-00-5412		75.00
			02	WAIVER-MERTES	** COMMENT **		
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
530765	NEOPOST	NEOFUNDS BY NEOPOST					
	071719-PR	07/17/19	01	REFILL POSTAGE MACHINE	79-000-14-00-1410		500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
530766	NICOR	NICOR GAS					
	00-41-22-8748 4-0619	07/05/19	01	06/03-07/02 1107 PRAIRIE	01-110-54-00-5480		47.77
					INVOICE TOTAL:		47.77 *
	16-00-27-3553 4-0619	07/12/19	01	06/11-07/12 1301 CAROLYN CT	01-110-54-00-5480		36.63
					INVOICE TOTAL:		36.63 *
	31-61-67-2493 1-0619	07/11/19	01	06/09-07/09 276 WINDHAM CR	01-110-54-00-5480		38.30
					INVOICE TOTAL:		38.30 *
	40-52-64-8356 1-0619	07/05/19	01	06/04-07/05 102 E VAN EMMON	01-110-54-00-5480		105.39
					INVOICE TOTAL:		105.39 *
	45-12-25-4081 3-0619	07/12/19	01	06/09-07/09 201 W HYDRAULIC	01-110-54-00-5480		40.53
					INVOICE TOTAL:		40.53 *
	46-69-47-6727 1-0619	07/09/19	01	06/07-07/07 1975 BRIDGE ST	01-110-54-00-5480		106.03
					INVOICE TOTAL:		106.03 *
	61-60-41-1000 9-0619	07/05/19	01	06/02-07/02 610 TOWER	01-110-54-00-5480		54.32
					INVOICE TOTAL:		54.32 *

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530766	NICOR	NICOR GAS					
	62-37-86-4779	6-0619	07/09/19	01 06/07-07/07 185 WOLF ST	01-110-54-00-5480		18.26
					INVOICE TOTAL:		18.26 *
	66-70-44-6942	9-0619	07/09/19	01 06/07-07/07 1908 RAINTREE RD	01-110-54-00-5480		140.36
					INVOICE TOTAL:		140.36 *
	80-56-05-1157	0-0619	07/09/19	01 06/07-07/07 2512 ROSEMONT DR	01-110-54-00-5480		38.43
					INVOICE TOTAL:		38.43 *
	83-80-00-1000	7-0619	07/05/19	01 06/02-07/02 610 TOWER UNIT B	01-110-54-00-5480		41.54
					INVOICE TOTAL:		41.54 *
					CHECK TOTAL:		667.56
530767	O'REILLY	O'REILLY AUTO PARTS					
	5613-173910		07/11/19	01 STARTER	79-790-56-00-5640		162.69
					INVOICE TOTAL:		162.69 *
					CHECK TOTAL:		162.69
530768	OMALLEY	O'MALLEY WELDING & FABRICATING					
	18811		07/09/19	01 REPAIR ALTERNATOR BELT GUARD	51-510-54-00-5445		125.00
				02 FOR GENERATOR	** COMMENT **		
					INVOICE TOTAL:		125.00 *
					CHECK TOTAL:		125.00
530769	PARADISE	PARADISE CAR WASH					
	223917		07/09/19	01 JUNE 2019 CAR WASHES	79-795-54-00-5495		12.00
				02 JUNE 2019 CAR WASHES	79-790-54-00-5495		12.00
					INVOICE TOTAL:		24.00 *
					CHECK TOTAL:		24.00

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530770	PARADISE	PARADISE CAR WASH					
	223931	07/09/19	01	JUNE 2019 CAR WASHES	01-210-54-00-5495		72.00
					INVOICE TOTAL:		72.00 *
					CHECK TOTAL:		72.00
530771	PEPSI	PEPSI-COLA GENERAL BOTTLE					
	1-7V1QZZZ	07/17/19	01	CONCESSION DRINKS	79-795-56-00-5607		322.16
					INVOICE TOTAL:		322.16 *
					CHECK TOTAL:		322.16
530772	PERFCONS	PERFORMANCE CONSTRUCTION &					
	3 & FINAL	06/14/19	01	ENGINEER'S PAYMENT ESTIMATE	51-510-60-00-6022		7,304.08
			02	#3 & FINAL RE-PIPING OF	** COMMENT **		
			03	EXISTING WATER MAIN &	** COMMENT **		
			04	DEMOLITION OF WELL #3 BUILDING	** COMMENT **		
					INVOICE TOTAL:		7,304.08 *
					CHECK TOTAL:		7,304.08
530773	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	1351	07/12/19	01	INFORMATION BANNER	79-795-56-00-5606		40.00
					INVOICE TOTAL:		40.00 *
					CHECK TOTAL:		40.00
530774	PURCELLJ	JOHN PURCELL					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00

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530775	R0000594	BRIAN BETZWISER					
	080119-129	08/01/19	01	185 WOLF ST PYMT #129	25-215-92-00-8000		3,657.28
			02	185 WOLF ST PYMT #129	25-215-92-00-8050		2,636.33
			03	185 WOLF ST PYMT #129	25-225-92-00-8000		114.59
			04	185 WOLF ST PYMT #129	25-225-92-00-8050		82.60
				INVOICE TOTAL:			6,490.80 *
				CHECK TOTAL:			6,490.80
530776	R0001975	RYAN HOMES					
	2849 KETCHUM CT	07/24/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
				INVOICE TOTAL:			7,500.00 *
	3121 LAUREN DR	07/17/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	3212 LAUREN DR	07/17/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	3287 BOOMBAH BLVD	07/17/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	3356 CALENDONIA	07/17/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	4228 E MILLBROOK	07/24/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
				INVOICE TOTAL:			7,500.00 *
	4254 E MILLBROOK	07/24/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	4294 E MILLBROOK CR	07/17/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
	485 SHADOW WOOD	07/24/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *
				CHECK TOTAL:			50,000.00

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530777	R0002097	MARS WRIGLEY CONFECTIONARY US					
	072619-TX RBT	07/26/19	01	FY2019 UTILITY TAX REBATE PER	01-640-54-00-5428		4,429.93
			02	ECONOMIC INCENTIVE AGREEMENT	** COMMENT **		
					INVOICE TOTAL:		4,429.93 *
					CHECK TOTAL:		4,429.93
530778	R0002260	SAMANTHA DUDA					
	072519	07/25/19	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		226.00
			02	BILL FOR UB ACCT#0104394200-02	** COMMENT **		
					INVOICE TOTAL:		226.00 *
					CHECK TOTAL:		226.00
530779	R0002261	MICHAEL FARINELLA					
	071819	07/18/19	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		173.82
			02	BILL FOR UB ACCT#0300603280-02	** COMMENT **		
					INVOICE TOTAL:		173.82 *
					CHECK TOTAL:		173.82
530780	R0002262	JOVITA RUIZ					
	071819	07/18/19	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		118.22
			02	BILL FOR UB ACCT#0208292710-03	** COMMENT **		
					INVOICE TOTAL:		118.22 *
					CHECK TOTAL:		118.22
530781	R0002263	ANNA DONNELLY					
	071619	07/16/19	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		225.58
			02	BILL FOR UB ACCT#0101110050-02	** COMMENT **		
					INVOICE TOTAL:		225.58 *
					CHECK TOTAL:		225.58

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530782	R0002264	ED WALLS					
	071819	07/18/19	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		388.59
			02	BILL FOR UB ACCT#0102430510-03	** COMMENT **		
					INVOICE TOTAL:		388.59 *
					CHECK TOTAL:		388.59
530783	R0002265	MARGARET LEGRAND					
	071119	07/11/19	01	PUBLIC HEARING SIGN REFUND	01-000-42-00-4210		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
530784	R0002266	AMANDA MCKINNEY					
	173123	07/22/19	01	CLASS CANCELLATION REFUND	79-000-44-00-4403		65.00
					INVOICE TOTAL:		65.00 *
					CHECK TOTAL:		65.00
530785	R0002267	JAMES BARON					
	173089	07/19/19	01	CLASS CANCELLATION REFUND	79-000-44-00-4404		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
D001327	RATOSP	PETE RATOS					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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D001328	REDMONST	STEVE REDMON					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
530786	RIEHIEMG	GRANT RIEHLE-MOELLER					
	071019	07/10/19	01	UMPIRE	79-795-54-00-5462		50.00
					INVOICE TOTAL:		50.00 *
	071719	07/17/19	01	UMPIRE	79-795-54-00-5462		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		100.00
530787	RIETZBEN	BENJAMIN RIETZ					
	071119	07/11/19	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
	071819	07/18/19	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
	072519	07/25/19	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		280.00
530788	RIETZR	ROBERT L. RIETZ JR.					
	071119	07/11/19	01	UMPIRE	79-795-54-00-5462		40.00
					INVOICE TOTAL:		40.00 *
	071819	07/18/19	01	UMPIRE	79-795-54-00-5462		40.00
					INVOICE TOTAL:		40.00 *
					CHECK TOTAL:		80.00

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D001329	ROSBOROS	SHAY REMUS					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
530789	RUSSPOWE	RUSSO HARDWARE INC.					
	6229154	07/15/19	01	HEDGE TRIMMER	01-410-56-00-5630		151.99
			02	HEDGE TRIMMER	51-510-56-00-5630		151.99
			03	HEDGE TRIMMER	52-520-56-00-5630		151.98
					INVOICE TOTAL:		455.96 *
					CHECK TOTAL:		455.96
D001330	SCODROP	PETER SCODRO					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001331	SENGM	SENG, MATT					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
530790	SHERWINW	THE SHERWIN-WILLIAMS CO.					
	9966-8	07/11/19	01	PAINT	01-410-56-00-5620		14.01
					INVOICE TOTAL:		14.01 *
					CHECK TOTAL:		14.01

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95-XXX ESCROW DEPOSIT

DATE: 08/06/19
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ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

INVOICES DUE ON/BEFORE 08/13/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
530791	SHI	SHI INTERNATIONAL CORP					
	B10331443	07/26/19	01	93 OFFICE 365 GOVG3 USER	01-640-54-00-5450		20,553.00
			02	LICENSES	** COMMENT **		
					INVOICE TOTAL:		20,553.00 *
					CHECK TOTAL:		20,553.00
530792	SILAST	TY JAMES SILAS					
	JULY 8-JULY 28	07/30/19	01	UMPIRE	79-795-54-00-5462		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
530793	SISLERS	SISLER'S ICE, INC.					
	503653	07/12/19	01	ICE FOR RIVER FEST	79-795-56-00-5606		275.00
					INVOICE TOTAL:		275.00 *
					CHECK TOTAL:		275.00
D001332	SLEEZERJ	JOHN SLEEZER					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001333	SLEEZERS	SCOTT SLEEZER					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
	2018/19 LEADERSHIP	07/17/19	01	2018/2019 LEADERSHIP	01-110-54-00-5412		500.00

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
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11-111 FOX HILL SSA
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15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
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72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
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D001333	SLEEZERS	SCOTT SLEEZER					
	2018/19 LEADERSHIP	07/17/19	02	DEVELOPMENT PROGRAM COMPLETION	** COMMENT **		
			03	- S.SLEEZER	** COMMENT **		
					INVOICE TOTAL:		500.00 *
					DIRECT DEPOSIT TOTAL:		545.00
D001334	SMITHD	DOUG SMITH					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001335	SOELKET	TOM SOELKE					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001336	STEFFANG	GEORGE A STEFFENS					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
530794	STREICH	STREICHERS					
	I1376483	07/08/19	01	BADGE	01-210-56-00-5600		103.00
					INVOICE TOTAL:		103.00 *
					CHECK TOTAL:		103.00

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530795	STRYPES	STRYPES PLUS MORE INC.					
	14977	07/24/19	01	REMOVE SQUAD LETTERING & LOGOS	01-210-54-00-5495		125.00
					INVOICE TOTAL:		125.00 *
					CHECK TOTAL:		125.00
530796	SUBURLAB	SUBURBAN LABORATORIES INC.					
	165066	04/30/19	01	RADICAL ELEMENTS & COLIFORM	51-510-54-00-5429		2,172.00
					INVOICE TOTAL:		2,172.00 *
					CHECK TOTAL:		2,172.00
530797	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	114474	07/26/19	01	LED BALLS	01-410-54-00-5435		191.00
					INVOICE TOTAL:		191.00 *
	114557	07/29/19	01	PED 4-EVR BUTTONS	01-410-54-00-5435		360.00
					INVOICE TOTAL:		360.00 *
	114624	07/30/19	01	VISORS	01-410-54-00-5435		48.00
					INVOICE TOTAL:		48.00 *
					CHECK TOTAL:		599.00
530798	TRICO	TRICO MECHANICAL , INC					
	4941	06/28/19	01	REMOVED AND REPLACED FILTERS	23-216-54-00-5446		555.10
			02	AND BELTS AT BEECHER CENTER	** COMMENT **		
					INVOICE TOTAL:		555.10 *
					CHECK TOTAL:		555.10
530799	UNITALEN	JOSEPH DEMARCO					

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530799	UNITALEN	JOSEPH DEMARCO					
	2019 HTD-7TH HVN	07/30/19	01	09/01/19 HOME TOWN DAYS BAND	79-795-56-00-5602		4,200.00
					INVOICE TOTAL:		4,200.00 *
					CHECK TOTAL:		4,200.00
530800	UPS5361	DDEDC #3, INC					
	071819	07/18/19	01	1 PKG TO KFO	01-110-54-00-5452		32.20
					INVOICE TOTAL:		32.20 *
					CHECK TOTAL:		32.20
530801	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	31412	07/09/19	01	CHEMICALS	51-510-56-00-5638		3,827.83
					INVOICE TOTAL:		3,827.83 *
					CHECK TOTAL:		3,827.83
D001337	WEBERR	ROBERT WEBER					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
530802	WEEKSB	WILLIAM WEEKS					
	JULY 8-JULY 28	07/30/19	01	UMFIRE	79-795-54-00-5462		180.00
					INVOICE TOTAL:		180.00 *
					CHECK TOTAL:		180.00
530803	WELDSTAR	WELDSTAR					

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530803	WELDSTAR	WELDSTAR					
	01774511	07/24/19	01	CYLINDER RENTAL	01-410-54-00-5485		16.20
					INVOICE TOTAL:		16.20 *
					CHECK TOTAL:		16.20
530804	WEX	WEX BANK					
	60537647	07/31/19	01	JULY 2019 GASOLINE	01-210-56-00-5695		5,820.49
			02	JULY 2019 GASOLINE	51-510-56-00-5695		886.13
			03	JULY 2019 GASOLINE	01-220-56-00-5695		522.66
			04	JULY 2019 GASOLINE	52-520-56-00-5695		891.63
			05	JULY 2019 GASOLINE	01-410-56-00-5695		886.13
					INVOICE TOTAL:		9,007.04 *
					CHECK TOTAL:		9,007.04
530805	WHISKEY	CRAIG COX					
	2019 HTD	07/30/19	01	HOMETOWN DAYS BAND	79-795-56-00-5602		1,600.00
			02	8/31/19 HOMETOWN DAYS BAND	** COMMENT **		
					INVOICE TOTAL:		1,600.00 *
					CHECK TOTAL:		1,600.00
530806	WILCOXM	MILTON EDWARD WILCOX					
	2019 HTD	07/30/19	01	ULTIMATE AIR DOGS 2019	79-795-56-00-5602		2,750.00
			02	HOMETOWN DAYS PERFORMANCE	** COMMENT **		
					INVOICE TOTAL:		2,750.00 *
					CHECK TOTAL:		2,750.00
D001338	WILLRETE	ERIN WILLRETT					
	080119	08/01/19	01	JULY 2019 MOBILE EMAIL	01-110-54-00-5440		45.00

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D001338	WILLRETE	ERIN WILLRETT					
	080119	08/01/19	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
530807	WINDCREK	WINDING CREEK NURSERY, INC					
	212436	07/02/19	01	PLANTS	79-790-56-00-5640		184.00
					INVOICE TOTAL:		184.00 *
					CHECK TOTAL:		184.00
530808	WOLNIKD	DAVID WOLNIK					
	JULY 8-JULY 28	07/30/19	01	UMPIRE	79-795-54-00-5462		60.00
					INVOICE TOTAL:		60.00 *
					CHECK TOTAL:		60.00
530809	WROBLESR	RENEE WROBLESKI					
	934227	07/18/19	01	APPLYING & REMOVING UNIFORM	01-210-56-00-5600		108.00
			02	PATCHES	** COMMENT **		
					INVOICE TOTAL:		108.00 *
					CHECK TOTAL:		108.00
530810	WTRPRD	WATER PRODUCTS, INC.					
	0288959	07/02/19	01	REBUILD FIRE HYDRANT	51-510-56-00-5640		403.20
					INVOICE TOTAL:		403.20 *
	0289017	07/08/19	01	HYDRANT REPAIR PARTS	51-510-56-00-5640		197.10
					INVOICE TOTAL:		197.10 *

01-110 ADMINISTRATION
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530810	WTRPRD	WATER PRODUCTS, INC.					
	0289535	07/25/19	01	BOLTS	51-510-56-00-5640		10.00
					INVOICE TOTAL:		10.00 *
	0289536	07/25/19	01	OPERATING NUTS	51-510-56-00-5640		550.00
					INVOICE TOTAL:		550.00 *
					CHECK TOTAL:		1,160.30
530811	YORKBIGB	YORKVILLE BIG BAND					
	2019 HTD	07/30/19	01	08/29/19 HOMETOWN DAYS	79-795-56-00-5602		1,200.00
			02	PERFORMANCE	** COMMENT **		
					INVOICE TOTAL:		1,200.00 *
					CHECK TOTAL:		1,200.00
530812	YORKED	YORKVILLE CUSD 115					
	071719	07/17/19	01	YORKVILLE GOLF OUTING SPLIT	79-795-56-00-5606		3,644.50
			02	PAYMENT	** COMMENT **		
					INVOICE TOTAL:		3,644.50 *
					CHECK TOTAL:		3,644.50
530813	YORKPDPC	YORKVILLE POLICE DEPT.					
	072319	07/23/19	01	LEAP LUNCH MEETING	01-210-54-00-5412		10.00
			02	MCMAHON GRADUATION TICKETS	01-210-54-00-5412		69.00
			03	FOR 3	** COMMENT **		
					INVOICE TOTAL:		79.00 *
					CHECK TOTAL:		79.00
530814	YORKPRPC	YORKVILLE PARK & REC					

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530814	YORKPRPC	YORKVILLE PARK & REC					
	2019HTD	07/30/19	01	2019 HOMETOWN DAYS START-UP	79-795-56-00-5602		8,000.00
			02	CASH	** COMMENT **		
					INVOICE TOTAL:		8,000.00 *
					CHECK TOTAL:		8,000.00
530815	YOUNGM	MARLYS J. YOUNG					
	061319	07/10/19	01	06/13/19 UDO ADVISORY MEETING	01-110-54-00-5462		62.00
			02	MINUTES	** COMMENT **		
					INVOICE TOTAL:		62.00 *
	070219	07/18/19	01	07/02/19 EDC MEETING MINUTES	01-110-54-00-5462		45.75
					INVOICE TOTAL:		45.75 *
	070319	07/20/19	01	07/03/19 PUBLIC SAFETY MEETING	01-110-54-00-5462		50.00
			02	MINUTES	** COMMENT **		
					INVOICE TOTAL:		50.00 *
	071619	07/30/19	01	07/16/19 PW MEETING MINUTES	01-110-54-00-5462		48.00
					INVOICE TOTAL:		48.00 *
					CHECK TOTAL:		205.75
TOTAL CHECKS PAID:							395,401.47
TOTAL DIRECT DEPOSITS PAID:							11,650.00
TOTAL AMOUNT PAID:							407,051.47

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UNITED CITY OF YORKVILLE PAYROLL SUMMARY July 26, 2019

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
ALDERMAN	3,800.00	-	3,800.00	-	290.70	4,090.70
ADMINISTRATION	19,989.34	-	19,989.34	1,811.04	1,466.70	23,267.08
FINANCE	11,120.18	-	11,120.18	1,007.49	824.44	12,952.11
POLICE	114,391.40	2,590.71	116,982.11	581.92	8,551.61	126,115.64
COMMUNITY DEV.	19,050.83	-	19,050.83	1,726.00	1,397.21	22,174.04
STREETS	14,440.84	-	14,440.84	1,177.87	1,051.24	16,669.95
WATER	14,409.81	193.24	14,603.05	1,250.56	1,055.45	16,909.06
SEWER	6,325.67	-	6,325.67	507.87	447.91	7,281.45
PARKS	23,220.02	608.22	23,828.24	1,866.19	1,728.48	27,422.91
RECREATION	16,586.44	-	16,586.44	1,266.33	1,229.91	19,082.68
LIBRARY	17,069.55	-	17,069.55	946.89	1,270.84	19,287.28
TOTALS	\$ 261,312.42	\$ 3,392.17	\$ 264,704.59	\$ 12,142.16	\$ 19,383.98	\$ 296,230.73

TOTAL PAYROLL

\$ 296,230.73



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, August 13, 2019

ACCOUNTS PAYABLE

DATE

Fiscal Year 2019

City MasterCard Bill Register - FY 19 *(Page 1)*

07/25/2019 95.60

SUB-TOTAL: \$ 95.60

Fiscal Year 2020

Manual Check#530110 -US Treasury *(Page 2)*

07/18/2019 139.65

Clerk's Check #131151- Kendall County Recorder *(Page 3)*

07/22/2019 159.00

City MasterCard Bill Register - FY 19 *(Pages 4 - 11)*

07/25/2019 164,818.85

City Check Register - FY 20 *(Pages 12 - 63)*

08/13/2019 407,051.47

SUB-TOTAL: \$572,168.97

WIRE PAYMENTS

IEPA - L17-1563 Fund - Debt Service Interest PYMT

08/05/2019 10,627.99

IEPA - L17-1563 Fund - Debt Service Principal PYMT

08/05/2019 51,887.09

TOTAL PAYMENTS: \$62,515.08

PAYROLL

Bi - Weekly *(Page 64)*

07/26/2019 \$ 296,230.73

SUB-TOTAL: \$296,230.73

TOTAL DISBURSEMENTS: \$ 931,010.38



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2019-46

Agenda Item Summary Memo

Title: East Orange Street Water Main Improvements

Meeting and Date: City Council – August 13, 2019

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

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

Date: August 1, 2019
Subject: East Orange Street Water Main Improvements

The above referenced project was awarded to Performance Construction and Engineering, LLC in the amount of \$491,210.00 on May 28, 2019. The awarded value included the pavement removal and replacement of the north lane of pavement from Route 47 to Mill Street and the entire block east of Mill Street (full width).

After further evaluation of the pavement west of Mill Street following the installation of the watermain, we are recommending the full width removal and replacement of the pavement west of Mill Street. The pavement has not held up during construction.

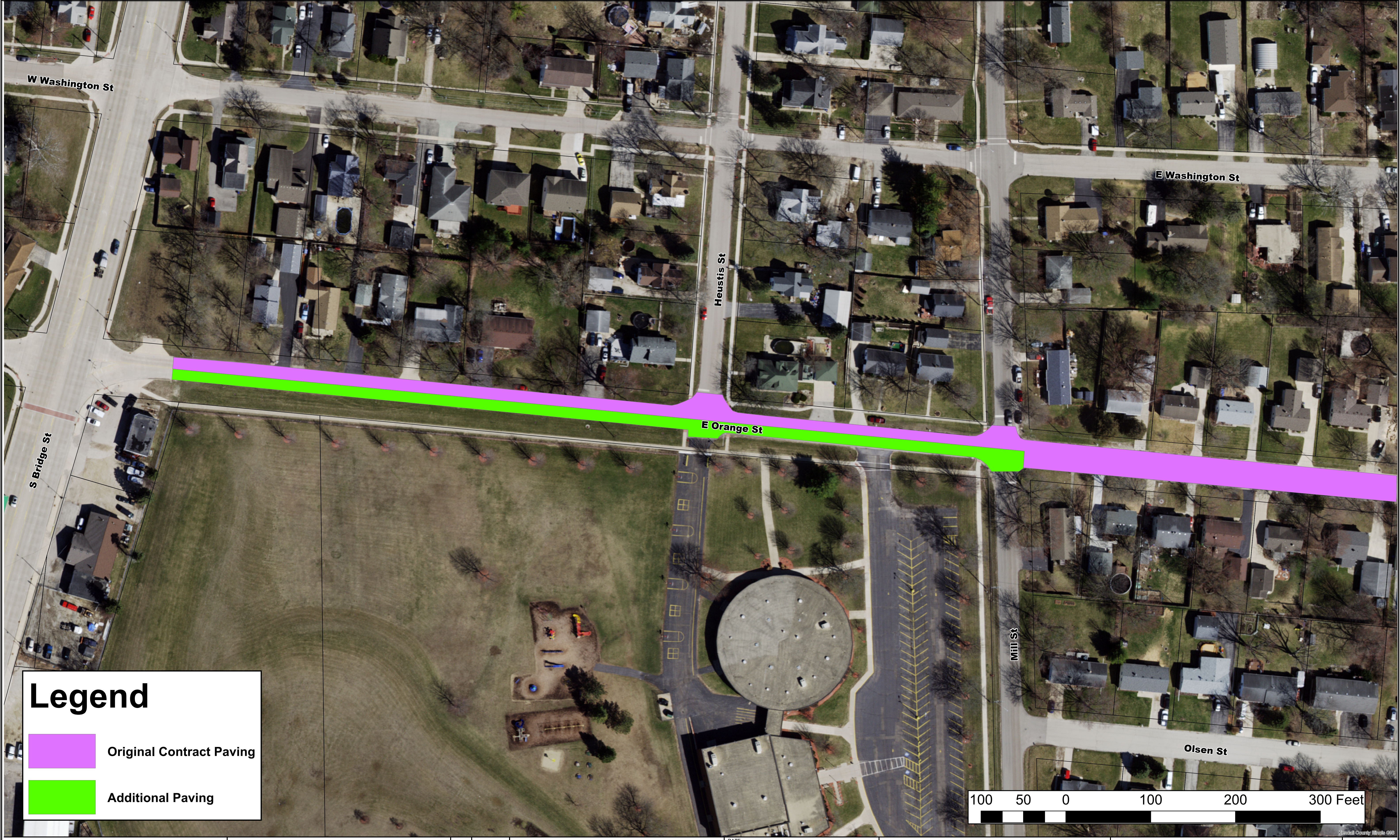


We are estimating that the additional paving to be approximately \$60,000.



Separately, we are now recommending that the Well No. 7 Rehabilitation project (Budgeted amount \$165,000) be delayed from FY20 to at least FY21. The reason for the delay is that there are system operational concerns over taking Well No. 7 out of service. Those operational concerns are being addressed through a series of investigations by water department staff as well as the planned installation of the Beaver Street back-up generator (recommended in FY21).

We hereby request that the funds that will not be used for the Well No. 7 Rehabilitation Project be made available for the additional paving work on the Orange Street Water Main Replacement Project.

If you have any questions or require additional information, please let us know.



Legend

-  Original Contract Paving
-  Additional Paving

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700 / www.eeiweb.com

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
(630) 553-4350
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE:	AUGUST 2019
PROJECT NO.:	YO1751
PATH:	H:\GIS\PUBLIC\YORKVILLE\2017\
FILE:	YO1751-EAST ORANGE STREET WM PAVING .MXD

LOCATION MAP
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

**EAST ORANGE STREET
WATER MAIN IMPROVEMENTS**





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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2019-47

Agenda Item Summary Memo

Title: Resolution Approving a Public Road Crossing License Agreement (Hoover Drive)

Meeting and Date: City Council – August 13, 2019

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: August 8, 2019
Subject: Hoover Public Road Crossing License Agreement

Summary

Approval of a final agreement governing the installation of the new railroad crossing in the Hoover Forest Preserve.

Background

This public road crossing license represents the final piece of the partnership between the City and Kendall County Forest Preserve on the Hoover Forest Preserve railroad improvements. In general this agreement sets the annual license fee that the Forest Preserve will pay to the railroad (\$2,000 plus inflation). The City must approve the agreement since it is listed as a co-licensee. As discussed previously, the City has little participation in this process other than serving as licensee in name. Accordingly, the City has no liability or obligations within the agreement.

Recommendation

Staff recommends approval of the agreement.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING A PUBLIC ROAD CROSSING AGREEMENT**

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

WHEREAS, the City and the Kendall County Forest Preserve District (the “*District*”) have determined that it is in the public interest that Hoover Drive should cross the railroad tracks of Illinois Railway, LLC (the “*Railroad*”) for access to the District’s Forest Preserve; and,

WHEREAS, in order to procure federal funds through the Illinois Department of Transportation for the construction of warning devices and crossing gates (the “*Project*”) to provide safe access, the City was a necessary party and joined with the District as parties to a Railroad-Highway Grade Crossing Improvements Local Public Agency Agreement; and,

WHEREAS, construction of the Project has been completed and the Railroad now proposes to license the use of the public crossing over Hoover Drive pursuant to the terms set forth in the Public Road Crossing License attached hereto and made a part hereof (the “*License*”); and,

WHEREAS, pursuant to the License, the City is named as the Co-Licensee while the District is named the Licensee and made solely responsible for any and all obligations pertaining to the construction, use and maintenance of this public crossing.

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 Public Road Crossing License by and among Illinois Railway, LLC, the Licensor, Kendall County Forest Preserve District, the Licensee, and the United City of

Yorkville, Co-Licensee, in the form attached hereto and presented to this meeting, is hereby approved and the Mayor is hereby authorized to execute same.

Section 2. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2019.

KEN KOCH	_____	DAN TRANSIER	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____	JASON PETERSON	_____

APPROVED:

Mayor

Attest:

City Clerk

PUBLIC ROAD CROSSING LICENSE

THIS PUBLIC ROAD CROSSING LICENSE is made this 1st day of August, 2019 by and between the **Illinois Railway, LLC** (hereinafter "Licensor"), **Kendall County Forest Preserve District** (hereinafter "Licensee") and the **United City of Yorkville** (hereinafter "Co-Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties". Co-Licensee is made party to this license by way of FHA-IDOT specifications but is not subject to the same terms and conditions as Licensee and is not an included member of Party or Parties as described above.

RECITALS:

Licensee and Co-Licensee desire the construction, maintenance and use of a public road crossing (hereinafter "Road Crossing"), consisting of gravel, asphalt, or concrete roadway approaches, a 32 foot wide asphalt, crossing surface and all appurtenances thereto, including but not limited to any gates, cattle guards, stop signs, identification signs, drainage facilities, on, over and across the Licensor's right of way and tracks at the Kendall County Forest Preserve, located at Mile Post 51.59, at or near the United City of Yorkville, in Kendall County, Illinois, in the location shown on the attached map and legally described in Exhibit A, attached and incorporated herein.

Licensor is willing to grant Licensee a license to use Licensor's right-of-way, subject to the terms and conditions set forth below.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. LICENSOR GRANTS LICENSE

A. Licensor grants Licensee a license to use that portion of the Licensor's right-of-way for a roadway and to cross its right of way and tracks at the location shown on Exhibit A, subject to the terms and conditions set forth herein. In consideration of the license and permission granted herein, Licensee agrees to observe and abide by the terms and conditions of this License and to pay to the Licensor, in advance, a license fee of Two Thousand Dollars (\$2,000.00) for each and every year or fractional part thereof during the term of this License or any renewal thereof. Licensor will not execute this license until it receives a signed agreement from Licensee and in no event is entry under this license permitted until Licensor has executed it.

B. The payment by Licensee of any sum(s) in advance shall not create an irrevocable license for the period for which the same is/are paid. Licensor reserves the right to periodically adjust the rent herein at any time, by giving notice at any time, independent of the term of this License of such adjustment to Licensee at least thirty (30) days prior to the effective date of such adjustment. Such adjustments shall not exceed 1.3% per annum and license fee will not exceed Seven Thousand Five Hundred Dollars (\$7,500.00) per annum. Occupation of the Road Crossing by Licensee after such effective date shall be at such adjusted rent.

C. Licensee shall pay to Licensor an additional sum of money equal to one and one half

percent (1.5%) per month (18% per annum) of the total unpaid license fee stated above, any adjusted license fee due pursuant to Article I B, and any additional charges provided for in this License in the event said license fee, adjusted license fee or additional charges is not received by Licensor within thirty (30) days from the date it is due and payable. The finance charge continues to accrue daily until the date payment is received by Licensor, not the date payment is made or the date postmarked on the payment.

ARTICLE II. CONSTRUCTION OF ROAD CROSSING

A. Subject to applicable law and the final ORDER of the State Of Illinois, Illinois Commerce Commission, case T16-0003 attached and incorporated herein as Exhibit B, Licensor shall furnish the materials for and install the portion of the Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail, the active railroad warning devices, and raise, or cause to be raised, any interfering wire line of Licensor. In performing this work, Licensor shall perform such work as is necessary to comply with the final ORDER attached as Exhibit B, and Licensor shall be reimbursed for the Licensor's costs pursuant to the STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION AGREEMENT for Railway-Highway Grade Crossing Improvements Local Public Agency, attached and incorporated herein as Exhibit C, entered into by the Licensor and Co-Licensee. Neither Licensee nor Co-Licensee shall be responsible for assuming or reimbursing Licensor costs associated with scope of work performed under the final ORDER or STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION AGREEMENT.

B. Licensee, at its sole cost and expense, shall furnish all labor and material and perform all grading and surfacing work necessary for the construction, maintenance, repair or renewal of the remaining portion of the Road Crossing and install any and all appurtenant gates, fences, cattle guards, drainage facilities, traffic signs, and traffic devices shown on Exhibit A. Plans for construction shall be approved in advance by Licensor in writing and the construction work shall be done to the satisfaction of Licensor. Prior to entry on Licensor's property to do its work on construction, Licensee shall contact Licensor's Chief Engineer or agent for approval, in writing, of Licensee's plan for construction and to arrange for necessary flaggers and safety supervisors, at Licensee's sole cost and expense.

ARTICLE III. ROADWAY TO SERVE AS PUBLIC CROSSING

The Road Crossing serves as a public crossing pursuant to letter attached as exhibit B.

ARTICLE IV. USE

Licensee shall have no right to use or cross any other portion of Licensor's property, unless by separate agreement, or to use the Road Crossing for any purposes other than as expressly permitted herein, and Licensee, as a further consideration, cause and condition without which this License would not have been granted, agrees to restrict its use to those purposes.

Licensee shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger rail operations or facilities.

ARTICLE V. SIGHTING AT CROSSING

Where Licensee's property adjoins Licensors property, in the vicinity of the Road Crossing, Licensee shall keep its property free of bushes, trees, weeds, vegetation and all other obstructions of any kind that could interfere with a motor vehicle operator sighting an approaching train.

Licensee acknowledges that Licensors has no obligation or duty to reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the Road Crossing or other use or exercise of the license granted herein. Licensee assumes, at its own risk and expense, sole responsibility for the installation of additional signs, signals or other warning devices as deemed by the Co-licensee as necessary or appropriate for the safety of persons using the Road Crossing and specifically acknowledges that Licensors has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the Road Crossing is hereafter required by law or by competent public authority, or is otherwise requested by Licensee, same shall conform to any then currently applicable practices of Licensors for such devices as to design, material and workmanship and all costs incurred by Licensors related to the installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Licensee, with the exception of the materials, equipment, and improvements installed under the STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION AGREEMENT.

ARTICLE VI. INSURANCE

Licensee shall purchase and maintain insurance as specified below covering this Road Crossing, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:

A. Commercial General Liability Insurance written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).

B. Workers' Compensation and Employers' Liability Insurance providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap

endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.

C. Business Automobile Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.

D. Umbrella Liability Insurance written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.

The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.

E. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

F. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.

G. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of Required Parties.

H. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.

I. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.

J. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

Licensor, and all subcontractors of the Licensor shall purchase and maintain insurance as specified below covering work requested by the Co-licensee and approved and performed by the Licensor within the Road Crossing, including all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:

A. Commercial General Liability Insurance written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensor shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).

B. Workers' Compensation and Employers' Liability Insurance providing

statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.

C. Business Automobile Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensors shall provide an MCS 90 endorsement.

D. Umbrella Liability Insurance written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.

The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.

E. All insurance required of Licensors with the exception of Workers' Compensation and Employers' Liability shall include Co-licensee, and their respective partners, successors, assigns, legal representatives, officers, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Co-licensee and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

All insurance shall provide Co-licensee a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

F. If Licensors cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensors shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.

G. Licensors shall file with Co-licensee on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Co-licensee shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensors shall supply updated certificates of insurance that clearly evidence the continuation of all coverage

in the same manner, limits of protection, and scope of coverage as required by this License. All insurance policies required of Licensor shall include a waiver of any right of subrogation written in favor of Required Parties.

H. Notwithstanding the foregoing, Licensor may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensor shall provide Co-licensee with audited financial statements and Licensee may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensor to self-insure. Licensor shall provide a letter of self-insurance to Co-licensee specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensor's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensor shall also provide state-issued self-insured authorization documents to Co-licensee, where applicable by state law.

I. Licensor represents that this License has been thoroughly reviewed by Licensor's insurance agent or broker who have been instructed by Licensor to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensor fails to maintain or provide evidence to Co-licensee of any insurance coverage required under this License, Co-licensee may terminate this License effective immediately.

J. Licensor's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

ARTICLE VII. TERM

This License shall take effect as of May 1, 2019 and, unless sooner terminated as hereinafter provided, shall continue in force so long as such use as herein defined continues. Notwithstanding the foregoing, either Party may terminate this Agreement, for any reason, upon giving not less than thirty (30) days written notice to the other Party. Termination of this Agreement shall not affect any liabilities or obligations of the Parties which accrued prior to such termination.

ARTICLE VIII. LICENSEE INDEMNITY

A. Licensee acknowledges that persons and property on or near the Road Crossing, whether during construction, installation, use, maintenance or relocation are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others, and Licensee accepts this License subject to such dangers.

B. LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES

TO INDEMNIFY AND SAVE HARMLESS LICENSOR AND ANY SUBSIDIARY, MANAGEMENT COMPANY, PARENT, OWNERS AND AFFILIATES OF LICENSOR, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE, OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, EXCEPT TO THE EXTENT CAUSED BY THE SOLE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION. LICENSEE FURTHER AGREES TO RELEASE AND INDEMNIFY AND SAVE HARMLESS THE INDEMNITEES FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH THIS LICENSE IS TO BE GRANTED, EXCEPT TO THE EXTENT CAUSED BY THE SOLE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION.

C. THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY HEREIN ASSUMED BY LICENSEE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKMEN'S COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.

D. LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION HEREUNDER ARISING. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE ROAD CROSSING.

E. AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

ARTICLE IX. LICENSOR INDEMNITY

A. Licensor acknowledges that persons and property on or near the Road Crossing, whether during construction, installation, use, maintenance or relocation are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensee or others, and Licensor accepts this License subject to such dangers.

B. LICENSOR, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSEE AND ANY SUBSIDIARY, MANAGEMENT COMPANY, PARENT, OWNERS AND AFFILIATES OF LICENSEE, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE, OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, EXCEPT TO THE EXTENT CAUSED BY THE SOLE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION. LICENSOR FURTHER AGREES TO RELEASE AND INDEMNIFY AND SAVE HARMLESS THE INDEMNITEES FROM ALL LIABILITY TO LICENSOR, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH THIS LICENSE IS TO BE GRANTED, EXCEPT TO THE EXTENT CAUSED BY THE SOLE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING

INDEMNIFICATION.

F. THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY HEREIN ASSUMED BY LICENSOR, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKMEN'S COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.

G. LICENSOR SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSEE, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION HEREUNDER ARISING. THE WORD "LICENSEE" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSEE.

H. AS A PRECONDITION TO LICENSOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSOR IN ANY INVESTIGATION AND PROVIDE LICENSOR WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSOR WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

ARTICLE X. ADDITIONAL PROVISIONS

A. Crossing Maintenance Subject to the final ORDER attached as Exhibit B Licensor shall be responsible for the cost of any and all maintenance necessary on the Road Crossing and any and all appurtenances thereto.

B. Restoration Upon termination of this License, Licensor shall have the option to promptly remove the Road Crossing from Licensor's property, and restore said property to its prior condition, or a condition satisfactory to Licensor's authorized representative all at the sole cost and expense of Licensee. Licensor acting as the agent of Licensee, may perform such restoration as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools.

C. Assignment This License and all of the provisions herein contained shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and both Licensee and Licensor agree to supply notice in writing to Licensor and Licensee of any name changes. Licensee and Licensor agree not to assign this License or any interest therein, without the consent of Licensor or Licensee in writing, which consent shall not be unreasonably withheld, and any and every attempted assignment without prior written consent shall be void and of no effect. In the event of any assignment, Licensee and Licensor shall at all times remain fully responsible and

liable for the compliance of all of its obligations under the terms, provisions and covenants of this License.

D. Liens Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction, maintenance, repair or renewal of the Road Crossing, and agrees to immediately satisfy any liens so placed.

E. Temporary Closure In the event of an emergency or hazard, at the sole discretion of Licensor, Licensor may temporarily close the Road Crossing to respond to emergency or hazard.

F. Exhibits All exhibits attached hereto are incorporated as if fully set forth herein.

G. Notice required under this License shall be deemed given when deposited in the U.S. Mail, postage prepaid, at the address set forth below:

Licensor: Illinois Railway, LLC
Attn: Director – Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

Licensee: Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560
Attn: Executive Director

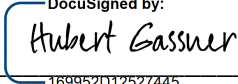
Co-Licensee: United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Attn: City Administrator

I. Venue This License shall be governed under the laws of the State of Illinois, Kendall County, Illinois, and venue shall be proper in the federal or state court of that State for any action arising under the terms of this License or performance thereof.

J. Currency Unless otherwise indicated, all currencies and amounts shown on this Agreement are in U.S. dollars.

IN WITNESS WHEREOF, the Parties have caused this License to be executed in duplicate as of the date of execution as set forth below:

Licensor: Illinois Railway, LLC

By:  169952D12527445...

Printed name: Hubert Gassner

Title: CFO

Date: 02 August 2019

Licensee: Kendall County Forest Preserve District

By: _____

Printed name: _____

Title: _____

Date: _____

Co-Licensee: United City of Yorkville

By: _____

Printed name: _____

Title: _____

Date: _____

Agreement No 408698
Revision Date: June 6, 2019

Exhibit A

Agreement No 408698

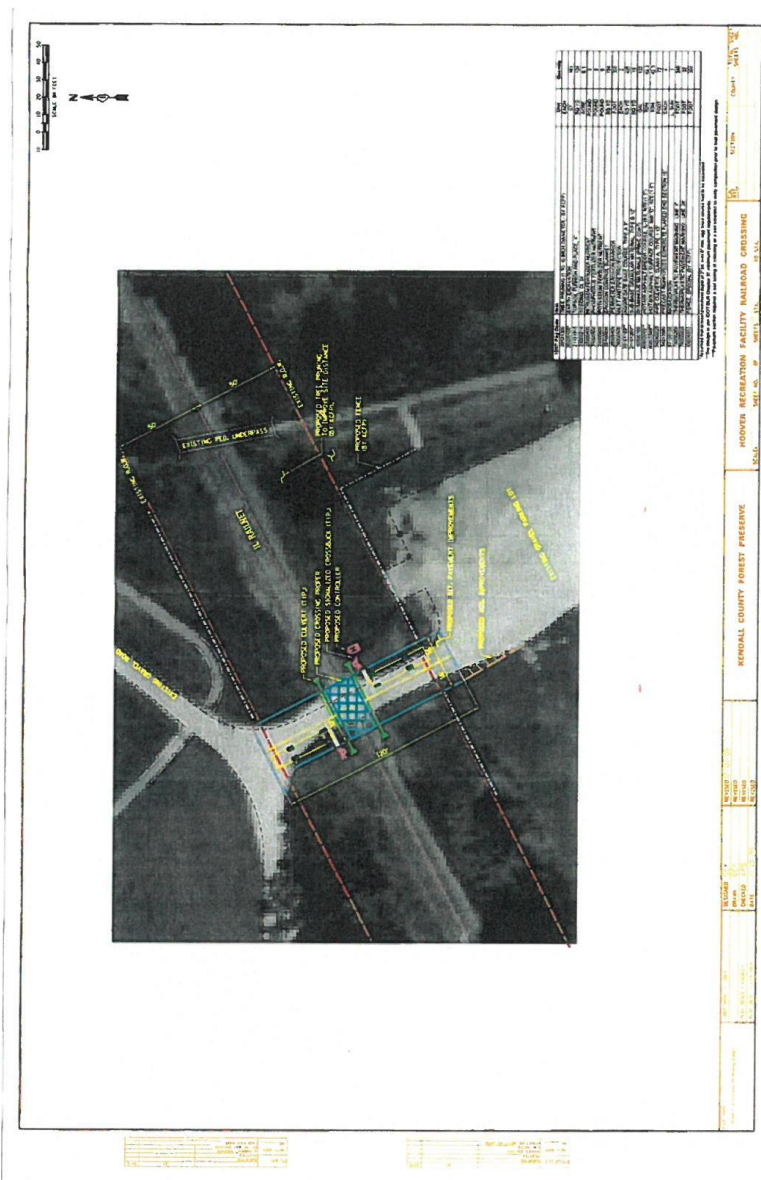


Exhibit "A"
LEASE 221296

Exhibit A

Agreement No 408698

PROPERTY SERVED BY CROSSING:

LEGAL DESCRIPTION OF TOTAL TRACT:

That part of the East Half of Section 36, Township 37 North, Range 6 East of the Third Principal Meridian and that part of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian described as follows: Beginning at the Northeast Corner of Lot 10 in "Fox Glen, Kendall Township, Kendall County, Illinois"; thence North 61°10'23" East, along the South Line of the former Burlington and Santa Fe Railroad, 1843.32 feet to a point of curvature in said South Line; thence Northeast, along said South Line, being a tangential curve to the left with a radius of 1482.69 feet, an arc distance of 583.60 feet to a concrete monument on the West Line of "River's Edge - Phase Two" in the City of Yorkville, Kendall County, Illinois; thence South 17°25'41" East, along said West Line, 721.72 feet; thence South 64°39'44" West, parallel with the centerline of Fox Road, 264.0 feet; thence said centerline, 753.68 feet to the centerline of Fox Road; thence South 64°39'44" West, along a tangential curve to the left with a radius of curvature in said centerline; thence Southwesterly, along a 62°59'08" West, tangent to the last described course, 873.63 to the Southeast Corner of said "Fox Glen"; thence North 21°41'02" West, along the East Line of said "Fox Glen", 785.41 feet to the point of beginning, and also that part of said Sections 36, 31 and 6 described as follows: Beginning at the intersection of the North Line of the former Burlington and Santa Fe Railroad with the West Line of "River's Edge - Phase One" in the City of Yorkville, Kendall County, Illinois; thence North 17°30'25" West, along said West Line, 2783.0 feet to the South Bank of the Fox River; thence Southwesterly, along said South Bank, 4668.58 feet to the West Line of a Tract conveyed by Lawrence E. Pope and Helen G. Pope, his wife, and described in Warranty Deed recorded in Book 118 at Page 412 on August 21, 1958; thence South 08°29'48" East, along said West Line, 3954.0 feet to said North Line of the former Burlington and Santa Fe Railroad; thence North 61°10'23" East, along said North Line of the former point of curvature in said North Line; thence Northeast, along said North Line, 4674.10 feet to a curve to the left with a radius of 1382.69 feet, an arc distance of 612.52 feet to the point of tangential Fox and Kendall Townships, Kendall County, Illinois and containing 408.352 acres.

201296

Exhibit B

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

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

Petitioner

v.

Illinois Railway, LLC, a subsidiary of OmniTRAX,
And Illinois Department of Transportation

Respondents

Petition for assignment of an Association of American Railroads
(AAR) grade crossing inventory number for Hoover Road, a
dedicated public street, including approval of installing active
warning devices across railroad track at grade.

T16-0003

ORDER

By the Commission:

On December 18, 2015, the United City of Yorkville ("Petitioner" or "City") filed its Petition requesting the assignment of an AAR crossing number for Hoover Road, a public right-of-way, including permission to install active warning devices at the Hoover Road grade crossing of the Illinois Railway's ("IR") track, located in the City of Yorkville, Kendall County, Illinois.

No party contested the requests of the Petition or filings.

PROCEDURAL HISTORY

Pursuant to notice, the matter came on for hearing before a duly authorized Administrative Law Judge ("ALJ") of the Commission at the Commission's Chicago office on July 6, 2016. Petitioner and Respondents were represented by counsel. An appearance was also entered by Brian Vercruysse, Senior Railroad Safety Specialist, representing the Commission's Transportation Bureau, Railroad Section ("Staff"). At the hearing the parties indicated that coordination has taken place with all parties, including a meeting on June 16, 2016 with representatives from the IL Railway.

Exhibit B

T16-0003

Transportation (IDOT), utilizing the 23 USC Section 130 Safety Fund. Such devices are, by public convenience and necessity, required to provide safe and efficient access to the Hoover Forest Preserve.

RESPONDENT IL RAILWAY'S POSITION

IL Railway did not appear at the hearing, and has not filed an objection to the City's Petition.

STAFF'S POSITION

Staff has no objection to the City's Petition. Staff concurs that the general public already utilizes the crossing to enter the Hoover Forest Preserve and in the interest of public safety the crossing should have active warning devices consisting of flashing light signals, gates, and bell controlled by constant warning time (CWT) circuitry. Staff notes that the Company must submit warning device plans for Staff approval by filing a Form 3 of Section 1535 of Title 92 of the Illinois Administrative Code. The Company is also required to file an updated USDOT Inventory form.

Staff believes that the IR should provide a cost information to all parties for the installation of the new warning devices within 60 days from the date of this Order. All work should be completed within 12 months from the date of this Order.

PROPOSED ORDER

A Proposed Order was served on the Parties on September 1, 2016. No Briefs on Exceptions were filed.

FINDINGS AND ORDERING PARAGRAPHS

The Commission, having given due consideration to the Petition, is of the opinion and finds that:

- (1) The Commission has jurisdiction over the parties and the subject matter of this proceeding;
- (2) The recitals of fact as set forth in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact;
- (3) The United City of Yorkville, Illinois, is an Illinois municipal corporation with jurisdiction over Hoover Road and its designation should be changed from private to public;

Exhibit B

T16-0003

IT IS FURTHER ORDERED that any person making a Request for an Extension of Time up to 30 days to complete a project ordered by the Commission must file a request with the Director of Processing and Information no later than 14 days in advance of the scheduled deadline. An Administrative Law Judge will consider and decide the request.

IT IS FURTHER ORDERED that any person making a Request for an Extension of Time that exceeds 30 days must file a Petition for Supplemental Order with the Director of Processing and Information no later than 21 days in advance of the scheduled deadline. The Commission will decide Petitions for Supplemental Orders.

IT IS FURTHER ORDERED that Requests for Extension of Time and Petitions for Supplemental Orders must include the reason(s) the additional time is needed to complete the work and the time within which the project will be completed. Prior to submitting a Request for Extension of Time or a Petition for Supplemental Order, the person must notify the Commission's Rail Safety Program Administrator that it is unable to complete the project within the ordered timeframe.

IT IS FURTHER ORDERED that the Commission or its Administrative Law Judge reserves the right to deny Petitions for Supplemental Orders and Requests for Extension of Time, if the reason(s) supporting the request is (are) insufficient or where it appears the person has not made a good faith effort to complete the project within the allotted time. Failure of the Commission or Administrative Law Judge to act on a pleading prior to the deadline means the originally ordered completion date remains in effect.

IT IS FURTHER ORDERED that, subject to Section 18c-2201 and 18c-2206 of the Law, this is a final decision of the Commission subject to Administrative Review Law.

By Order of the Commission this 28th day of September 2016.



BRIEN SHEAHAN
CHAIRMAN

JUDGE
SECTION CHIEF
ORDERS SUPERVISOR

Exhibit B

STATE OF ILLINOIS



ILLINOIS COMMERCE COMMISSION

United City of Yorkville, Illinois, a municipal corporation,
Petitioner,

v.

Illinois Railway, LLC
430 West Madison Street
Ottawa, Illinois 61350

And

Illinois Department of Transportation,

And

OmniTRAX
252 Clayton Street
Fourth Floor
Denver, Colorado 80206,
Respondents

Petition for assignment of an Association of American Railroads (AAR) grade crossing inventory number for Hoover Road, a dedicated public street, including approval of installing active warning devices across railroad track at grade.

T16-0003

**SERVED
ELECTRONICALLY
OR BY MAIL**

TO ALL COUNSEL OF RECORD:

ADMINISTRATIVE LAW JUDGE'S PROPOSED ORDER

Attached is a copy of the Administrative Law Judge's Proposed Order in the above referenced matter.

The Administrative Law Judge's Proposed Order is being sent to you pursuant to the Commission's Rules of Practice (83 Ill. Adm. Code 200). Your case is a "contested case" or "licensing case" as defined in Section 200.40 of the Rules and, therefore, the Administrative Law Judge is required under Section 200.820 to issue a Proposed Order to all parties.

Under Section 200.830 of the Rules, exceptions to the Proposed Order and replies thereto may be filed by the parties within the time periods established by the rules or such other times as fixed by the Administrative Law Judge. The times for filing Briefs on Exceptions and Briefs in Reply to Exceptions are 14 days and seven days, respectively.

Entered: August 31, 2016

A handwritten signature in blue ink that reads "Latrice Kirkland Montague".

Latrice Kirkland-Montague
Chief Administrative Law Judge
Review & Examination Program

LKM:rscl

527 East Capitol Avenue, 6th Floor, Springfield, Illinois 62701

Exhibit B

Docket Number – T16-0003

Service List

Kathleen Field Orr
Kathleen Field Orr & Associates
53 W. Jackson Blvd., Suite 964
Chicago, IL 60604 *
kfo@kfoassoc.com

Omer Osman
Director of Highways - IDOT
2300 South Dirksen Parkway, Room 205
Springfield, IL 62764 *
jason.johnson@illinois.gov

John T. Sharkey
CTC, Inc.
37W890 Acorn Lane
Elgin, IL 60124 *
jsharkey@ctcinc.com

William M. Barnes
Chief Counsel
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, IL 62764 *
william.m.barnes@illinois.gov

Lawrence D. Parrish
Assistant Chief Counsel
Illinois Department of Transportation
100 W. Randolph, Ste. 6-600
Chicago, IL 60601 *
lawrence.parrish@illinois.gov

Jason Scott
Vice President Signals and Communications
OmniTRAX, Inc., for Illinois Railway, LLC
252 Clayton Street, 4th Floor
Denver, CO 80206 *
jpsscott@omnitrax.com

David Guritz
Kendall County Forest Preserve District
110 West Madison Street
Yorkville, IL 60560 *

Gary Golinski
Mayor
City of Yorkville
800 Game Farm Road
Yorkville, IL 60560 *
Fax:(630) 553-7575

Brian A. Vercruysse
Rail Safety Specialist
Railroad Section
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701 *
bvercruy@icc.illinois.gov

Jennifer R. Kuntz
Assistant Chief Counsel
Illinois Department of Transportation
2300 South Dirksen Parkway, Room 313
Springfield, IL 62764 *
jennifer.kuntz@illinois.gov

Tommy Gibson
Divisional General Manager
Illinois Railway, Inc.
430 West Madison
Ottawa, IL 61350 *
tgibson@omnitrax.com

*Active Parties

- 2 -

Exhibit B

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

United City of Yorkville, Kendall County, Illinois,	:	
a municipal corporation	:	
Petitioner	:	
v.	:	T16-0003
Illinois Railway, LLC, a subsidiary of OmniTRAX,	:	
and	:	
Illinois Department of Transportation	:	
Respondents	:	
Petition for assignment of an Association of American Railroads	:	
(AAR) grade crossing inventory number for Hoover Road, a	:	
dedicated public street, including approval of installing active	:	
warning devices across railroad track at grade.	:	

PROPOSED ORDER

By the Commission:

On December 18, 2015, the United City of Yorkville ("Petitioner" or "City") filed its Petition requesting the assignment of an AAR crossing number for Hoover Road, a public right-of-way, including permission to install active warning devices at the Hoover Road grade crossing of the Illinois Railway's ("IR") track, located in the City of Yorkville, Kendall County, Illinois.

No party contested the requests of the Petition or filings.

PROCEDURAL HISTORY

Pursuant to notice, the matter came on for hearing before a duly authorized Administrative Law Judge ("ALJ") of the Commission at the Commission's Chicago office on July 6, 2016. Petitioner and Respondents were represented by counsel. An appearance was also entered by Brian Vercruysse, Senior Railroad Safety Specialist, representing the Commission's Transportation Bureau, Railroad Section ("Staff"). At the hearing the parties indicated that coordination has taken place with all parties, including a meeting on June 16, 2016 with representatives from the IL Railway.

Exhibit B

T16-0003

On July 25, 2016, the City filed Group Exhibit 1, which included the location map, plat, jurisdictional transfer information, and pictures associated with the Hoover Road grade crossing of the IR. The City also late filed Exhibit 2, a letter to Staff that provided the daily use statistics at the Hoover Forest Preserve site.

On July 28, 2016, Staff filed a draft Proposed Order, the terms of which had been coordinated with all the parties. On August 30, 2016, the record was marked "Heard and Taken."

PETITIONER'S EVIDENCE

Hoover Road crosses at grade one railroad track owned and operated by the IR (a subsidiary of OmniTRAX), which was acquired from the BNSF Railway in 1997. Hoover Road extends in a northeast-southwest direction approximately 1,055 feet north of West Fox Road to the northern boundary of the IR line where there is an existing highway-rail grade crossing identified as a Private Crossing. The existing crossing is a twenty-four feet (24') wide timber crossing equipped with Crossbuck warning signs and separate STOP signs.

On the northwest quadrant crossbuck post there is a USDOT inventory sign identifying the crossing as AAR/DOT #065 039J (milepost 51.45). However, this number is assigned in the Federal Railroad Administration's (FRA) database to a pedestrian tunnel approximately 100 feet east of the Hoover Road crossing.

The property adjacent to the Hoover Road crossing was purchased by the Kendall County Forest Preserve District ("District") from the Boy Scouts of America and became the Hoover Forest Preserve. The District has subsequently improved the property with lodge rentals, outdoor education programs, pre-school, camping facilities and other recreational features and improvements for public use.

The total number of visitors to the Hoover Forest Preserve is estimated at 80,000 per year. Depending upon the activity and time of year, the daily number of visitors to the preserve could range from 50 to over 700.

The right-of-way of Hoover Road from Fox Road to the north right-of-way line of the IR line was transferred by an Intergovernmental Agreement, dated November 24, 2015, between the District and the City, becoming a public right-of-way under the jurisdiction of the City. The City approved the Intergovernmental Agreement by its Resolution Number 2015-22, adopted November 24, 2015

Automatic flashing light signals, bell and gates controlled by appropriate warning control circuitry are proposed to be installed at the Hoover Road crossing. Funding for the

Exhibit B

T16-0003

proposed crossing signals has been secured through the Illinois Department of Transportation (IDOT), utilizing the 23 USC Section 130 Safety Fund. Such devices are, by public convenience and necessity, required to provide safe and efficient access to the Hoover Forest Preserve.

RESPONDENT IL RAILWAY'S POSITION

IL Railway did not appear at the hearing, and has not filed an objection to the City's Petition.

STAFF'S POSITION

Staff has no objection to the City's Petition. Staff concurs that the general public already utilizes the crossing to enter the Hoover Forest Preserve and in the interest of public safety the crossing should have active warning devices consisting of flashing light signals, gates, and bell controlled by constant warning time (CWT) circuitry. Staff notes that the Company must submit warning device plans for Staff approval by filing a Form 3 of Section 1535 of Title 92 of the Illinois Administrative Code. The Company is also required to file an updated USDOT Inventory form.

Staff believes that the IR should provide a cost information to all parties for the installation of the new warning devices within sixty (60) days from the date of this Order. All work should be completed within twelve (12) months from the date of this Order.

PROPOSED ORDER

A Proposed Order was served on the Parties on September 1, 2016.

FINDINGS AND ORDERING PARAGRAPHS

The Commission, having given due consideration to the Petition, is of the opinion and finds that:

- (1) The Commission has jurisdiction over the parties and the subject matter of this proceeding;
- (2) The recitals of fact as set forth in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact;
- (3) The United City of Yorkville, Illinois, is an Illinois municipal corporation with jurisdiction over Hoover Road and its designation should be changed from private to public;

Exhibit B

T16-0003

- (4) The Illinois Railway should provide a cost estimate to all parties for the installation of the new warning devices within sixty (60) days from the date of this Order;
- (5) That Illinois Railway should provide warning device plans for approval by filing a Form 3 of Section 1535 of Title 92 of the Illinois Administrative Code;
- (6) All work should be completed within twelve (12) months from the date of this Order;
- (7) The costs associated with the installation of the active railroad warning devices should be the responsibility of the United City of Yorkville via the funding provided from the Illinois Department of Transportation, utilizing the 23 USC Section 130 Safety Fund;
- (8) The maintenance costs associated with the warning devices and crossing surface at the Hoover Road grade crossing should be the responsibility of the Illinois Railway Company;
- (9) 625 ILCS 5/18c-1701 and 1704 require each "person", as defined by Section 18c-1104, to comply with every regulation or order of the Commission. These sections further provide that any person who fails to comply with a Commission regulation or order shall forfeit to the state not more than \$1,000 for each such failure, with each day's continuance of the violation being considered a separate offense. While the Commission expects all parties to comply with this Order in all matters addressed herein and in a timely manner, the Commission advises that any failure to comply may result in the assessment of such sanctions;

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the Hoover Road grade crossing the Illinois Railway's track be designated as a public crossing, with the Illinois Railway Company installing new automatic flashing light signals, gates, and a bell controlled by constant warning time circuitry in accordance with Findings (2) through (9).

IT IS FURTHER ORDERED that Illinois Railway shall file a Form 3 of Section 1535 of Title 92 of the Illinois Administrative Code, and shall receive approval by resolution of the Commission Transportation Bureau Rail Safety Program Administrator.

IT IS FURTHER ORDERED that Illinois Railway shall submit a completely updated United States Department of Transportation Inventory Form (#6180.71) to the Director of Processing and Information, Transportation Bureau of the Commission.

Exhibit B

T16-0003

IT IS FURTHER ORDERED that any person making a Request for an Extension of Time up to 30 days to complete a project ordered by the Commission must file a request with the Director of Processing and Information no later than 14 days in advance of the scheduled deadline. An Administrative Law Judge will consider and decide the request.

IT IS FURTHER ORDERED that any person making a Request for an Extension of Time that exceeds 30 days must file a Petition for Supplemental Order with the Director of Processing and Information no later than 21 days in advance of the scheduled deadline. The Commission will decide Petitions for Supplemental Orders.

IT IS FURTHER ORDERED that Requests for Extension of Time and Petitions for Supplemental Orders must include the reason(s) the additional time is needed to complete the work and the time within which the project will be completed. Prior to submitting a Request for Extension of Time or a Petition for Supplemental Order, the person must notify the Commission's Rail Safety Program Administrator that it is unable to complete the project within the ordered timeframe.

IT IS FURTHER ORDERED that the Commission or its Administrative Law Judge reserves the right to deny Petitions for Supplemental Orders and Requests for Extension of Time, if the reason(s) supporting the request is (are) insufficient or where it appears the person has not made a good faith effort to complete the project within the allotted time. Failure of the Commission or Administrative Law Judge to act on a pleading prior to the deadline means the originally ordered completion date remains in effect.

IT IS FURTHER ORDERED that, subject to Section 18c-2201 and 18c-2206 of the Law, this is a final decision of the Commission subject to Administrative Review Law.

By Order of the Commission this ____ day of _____ 2016.

BRIAN SHEAHAN
CHAIRMAN

Exhibit C

Exhibit C: IDOT-IL Railway-Yorkville Grant Agreement
Agreement No 408698

Resolution No. 2019-15

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A RAILWAY-HIGHWAY GRADE CROSSING IMPROVEMENT AGREEMENT FOR HOOVER DRIVE

WHEREAS, the United City of Yorkville, Kendall County, Illinois (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 this State; and,

WHEREAS, the City and the Kendall County Forest Preserve District (the “District”) have determined that it is in the public interest that Hoover Drive should cross the railroad tracks of Illinois Railway, LLC (the Railroad”) for access to the District’s Forest Preserve; and,

WHEREAS, for the construction of the warning devices and crossing gates with federal funds the State of Illinois Department of Transportation has created a Railway-Highway Grade Crossing Improvements Local Public Agency Agreement for said funding with the City as the Local Public Agency and the Railroad.

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 *STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION AGREEMENT for Railway-Highway Grade Crossing Improvements Local Public Agency*, attached hereto and made a part hereof as Exhibit A, between the United City of Yorkville, the State of Illinois acting through its Department of Transportation, and Illinois Railway, LLC, is hereby approved and the Mayor is hereby authorized to execute such agreement.

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

Exhibit C

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois,
this 14th day of May, 2019.


CITY CLERK

KEN KOCH	<u>AYE</u>	DAN TRANSIER	<u>AYE</u>
JACKIE MILSCHEWSKI	<u>AYE</u>	ARDEN JOE PLOCHER	<u>AYE</u>
CHRIS FUNKHOUSER	<u>AYE</u>	JOEL FRIEDERS	<u>AYE</u>
SEAVAR TARULIS	<u>AYE</u>	JASON PETERSON	<u>AYE</u>

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this 17th day of MAY, 2019.


MAYOR

Attest:


CITY CLERK

Exhibit C

Route: **HOOVER DRIVE (MUN 2730)**
Section: **13-F3001-00-SP**
County: **Kendall**
Project: **0093(015)**
Job No: **C-93-036-14**
Agreement No: **N/A**
AAR/DOT NO. **065039J**

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
for
Railway-Highway Grade Crossing Improvements
Local Public Agency

This agreement, hereinafter referred to as the "Agreement", made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the Local Public Agency, **United City of Yorkville (Kendall County)**, State of Illinois, acting by and through its **City Council**, hereinafter referred to as the "LPA", and the **Illinois Railway, LLC (IR)**, hereinafter referred to as the "COMPANY", collectively referred to as the "PARTIES" and individually referred to as "PARTY".

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices, hereinafter referred to as the "Project", at the location listed on the attached Exhibit A, and as shown on the Exhibit A's location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal funds which are provided under applicable Federal act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The Project covered under this Agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the

Exhibit C

"Policy Guide". The COMPANY shall meet the Buy America requirements specified in 23 CFR 635.410. Upon completion of the COMPANY's work, the COMPANY shall sign and return with its Final Invoice, the Certification of Compliance with Buy America, attached hereto as Exhibit B.

SECTION 2. The COMPANY shall prepare the detailed plans (including surveys and other engineering services), and detailed estimates of cost. The detailed plans shall be submitted to the Illinois Commerce Commission (ICC) in accordance with Section 5 of this Agreement and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the most current edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the LPA. LPA shall notify STATE in writing of such request prior to LPA's approval.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY

Exhibit C

shall promptly schedule the work set forth in the Agreement and shall notify in writing the agencies listed on Exhibit A, a minimum of twenty-one (21) days before commencing work. Any work performed prior to this notification will be considered non-reimbursable.

SECTION 6. The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform. The COMPANY, for performance of its work as herein specified, shall bill the STATE **immediately**, for its share of Preliminary Engineering costs incurred to date upon receiving authorization to proceed with construction, and, may bill the STATE monthly for the STATE's share of the cost of materials purchased, delivered and stored on the COMPANY's property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the Project.

In the event the COMPANY fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the COMPANY, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the STATE. Upon delivery, the STATE shall then take possession of said material for the STATE's own use. The delivery of the material to the STATE shall in no way serve to terminate this Agreement or affect the other provisions of this Agreement and in addition shall not affect the COMPANY's right to claim payment for stockpiled material to replace that taken by the STATE. In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly for the STATE's share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and FHWA. Indirect overhead or general and administrative expenses, or those

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Exhibit C

expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this Project.

The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the COMPANY in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted. Payment under this paragraph shall not be claimed for any progressive invoice totaling less than \$500. The progressive invoices may be rendered on the basis of an estimated percentage of work completed.

The COMPANY, upon the completion of the work, shall, within one hundred twenty (120) calendar days, render to the STATE a detailed final invoice of the actual cost and expense as incurred by it or for its account. After the STATE's representatives have checked the progressive invoices and the final invoice and they have agreed with the COMPANY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse the COMPANY in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted, for the amount of the final invoice, except that for any portion of the final invoice in excess of the estimated cost of such excess costs as shown in Section 6, the STATE may withhold payment of such excess costs until the COMPANY has provided reasonable backup detail as requested by the STATE to justify the additional cost, and the STATE shall promptly review such backup detail as provided by the COMPANY and shall thereafter promptly pay the costs in excess of the estimated costs unless reasonable exception is taken thereto. If the parties cannot reach agreement on reimbursement of the COMPANY's costs above the estimated costs, each Party retains all legal and equitable remedies regarding the payment of same; such reimbursements, however, are subject to the provisions of Section 13 hereof.

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All invoices shall be clearly marked as "progressive invoice" or "final invoice", as applicable, and should be sent to:

Illinois Department of Transportation
Attn: Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, IL 62764

The COMPANY shall maintain, for a minimum of three (3) years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all **disbursements** of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL and to provide full **access** to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting **documentation** are not available to support their purported disbursement.

After the federal or STATE **representatives** have audited the expenses as incurred by the COMPANY, including such amounts as may have been suspended from any previous payment, the STATE shall promptly reimburse the COMPANY for the suspended amounts, less the deduction of any item(s) of expense as may be found by the federal or STATE **representatives** as not being eligible for **reimbursement**. If the total of the item(s) of expense as may be found by the federal or STATE **representatives** as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the STATE for the overpayment.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of

Exhibit C

the completed installation. The STATE will perform a final inspection upon receiving the written notification.

SECTION 9. When construction of this Project is completed, and so long as State law shall so require, the COMPANY shall maintain at its expense or, by agreement with others, provide for maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually designated and agreed to by the Parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this Agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY, however the COMPANY agrees to contribute zero percent (0%) of the cost of this Project. Per the alternative Federal-State procedure in 23 C.F.R. § 646.220, the STATE will have a representative present at the job site during construction to certify the work and to assure that all work and materials meet the requirements, is complete, acceptable and in accordance with the terms of this Agreement.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the Project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this Agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

Exhibit C

SECTION 13. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprise requirements of 49 CFR Part 26 apply to this Agreement. The COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of this Agreement. The COMPANY, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply. Pursuant to 820 ILCS 130/4, COMPANY is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website".

SECTION 14. This Agreement shall be binding upon the Parties hereto, their successors or assigns.

SECTION 15. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 16. At the time this Agreement was executed, there were funds available for the Project; however, obligations assumed by the STATE under this Agreement shall cease
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Exhibit C

immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the Project.

SECTION 17. The COMPANY was hereby requested and authorized to accrue costs by the STATE, to perform the necessary preliminary engineering to develop an estimate of cost for the proposed work described on Exhibit A, on **March 6, 2014**. The COMPANY hereby agrees to not invoice the STATE until such time this Agreement is fully executed.

SECTION 18. The COMPANY certifies its correct Federal Taxpayer Identification Number, as indicated on the attached Exhibit C.

SECTION 19. This Agreement shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Exhibit C

COMPANY: Illinois Railway, LLC

Accepted By: _____

Typed name: Hubert Cassner

Typed title: Manager

Date: 3/26/2019

LPA: United City of Yorkville

Accepted By: _____

Typed name: JOHN PURCELL

Typed title: MAYOR

Date: 5/17/19

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Matt Magalis
Acting Secretary

Date

Joanne Woodworth
Chief Fiscal Officer

Date

Paul A. Loete, P.E.
Director, Highways Project Implementation

Date

Philip C. Kaufmann
Chief Counsel

Date

Exhibit C**EXHIBIT A****CROSSING IDENTIFICATION:**

Railroad: Illinois Railway, LLC
AAR/DOT No: 065039J
RR M.P.: 51.45
Roadway: Hoover Drive (MUN 2730)
Location: At the Illinois Railway Tracks

EXISTING CONDITIONS:

Crossbucks

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Install Automatic flashing LED light signals with bells and gates controlled by constant warning time circuitry with event recorder and remote monitor system.
2. Incidental work necessary to complete the items hereinabove specified.
3. CFDA Number: 20.205 (Information is available at <http://www.cfda.gov/>)

DESCRIPTION OF WORK TO BE DONE BY THE LPA:

Local Public Agency (LPA) agrees to provide at its expense any necessary advance warning signs and pavement markings as required by the most current edition of the following documents: IDOT Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions, Highway Standards for Temporary Traffic Control, National Manual on Uniform Traffic Control Devices ("MUTCD") and the Illinois Supplement to the MUTCD. When a marked traffic detour is required, the LPA at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic.

- ☒ No additional work to be performed by the LPA.
Additional work will be performed by the LPA and funded by the Federal Railway-Highway Crossing Program (Section 130) will be under a separate agreement with the STATE.

ATTACHMENTS:

1. Location Map (consisting of one page)
2. COMPANY's Estimate (consisting of _____ pages)
3. General Plan Layout (consisting of _____ pages)

PROGRAM COST ESTIMATE:

\$ 250,000

Exhibit C**COMPANY COST ESTIMATE:**

Total (100.0%) \$ _____
(To be filled in by the RAILROAD)

Federal Participation (100.0%) \$ _____
(To be completed by the STATE)

COMPANY Participation (0.0%) \$ _____
(To be completed by the STATE)

LPA Participation (0.0%) \$ _____
(To be completed by the STATE)

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:**Illinois Department of Transportation**

Bill Bearsall, Highway-Railway Safety Engineer
2300 South Dirksen Parkway, Room 005
Springfield, Illinois 62704
(217) 785-2986
william.pearsall@illinois.gov

Illinois Railway, LLC

Jason Scott, Vice President of Signals & Communications
252 Clayton Street, 4th Floor
Denver, CO 80206
(303) 398-4528
jpscott@omnitrax.com

Ken Rose, Director of Engineering & Environmental Services
252 Clayton Street, 4th Floor
Denver, CO 80206
(303) 398-4549
krose@omnitrax.com

United City of Yorkville

Eric Dhuse, Director of Public Works
800 Game Farm Road
Yorkville, Illinois 60560
(630) 553-4349
edhuse@yorkville.il.us

SUBMIT ALL BILLS FOR THE STATE'S SHARE TO:

Illinois Department of Transportation
Attn: Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, IL 62764

Exhibit C



Location Map

LPA: Hoover Drive at Illinois Railway, LLC Tracks
United City of Yorkville

County: Kendall

Section No.: 13-F3001-00-SP

Job No.: C-93-036-14

Project No.: 0093(015)

AAR DOT: 065039J

RR Milepost: 51.45

Exhibit C

EXHIBIT B

ILLINOIS DEPARTMENT OF TRANSPORTATION

BUY AMERICA

CERTIFICATE OF COMPLIANCE

Agreement No.

Job No. C-93-036-14

WE, Illinois Railway, LLC
(UTILITY/RAILROAD OWNER)

Address: 430 West Madison Street, Ottawa, Illinois 61350

Hereby certify that we are in compliance with the "Buy America" requirements of this project.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance. These file will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed ~~one-tenth~~ of one percent (0.1%) of the total contract price or \$2,500.00, whichever ~~is~~ greater.

Signed by

Printed Name

Hubert Cassner

Title

Manager

26th day of March, 2019

Exhibit C

EXHIBIT C TIN CERTIFICATION

The COMPANY certifies that:

1. The number shown on this form is the COMPANY's correct taxpayer identification number (or the COMPANY is waiting for a number to be issued to them), and
2. The COMPANY is not subject to backup withholding because: (a) the COMPANY is exempt from backup withholding, or (b) the COMPANY has not been notified by the Internal Revenue Service (IRS) that the COMPANY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the COMPANY, that the COMPANY is no longer subject to back-up withholding, and
3. The COMPANY's person with signatory authority for this Agreement is a U. S. person (including a U.S. resident alien).

Taxpayer Identification Number: 75-2731057

Legal Status

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |



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

Agenda Item Number

Economic Development Committee #1

Tracking Number

EDC 2019-66

Agenda Item Summary Memo

Title: Downtown Landscape Hill Project

Meeting and Date: City Council – August 13, 2019

Synopsis: Bid Request for Downtown Landscape Hill project consisting of a retaining wall sign and base landscaping budgeted for \$50,000.

Council Action Previously Taken:

Date of Action: EDC 08-06-19 Action Taken: Moved forward to City Council agenda.

Item Number: EDC 2019-66

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble Community Development
Name Department

Agenda Item Notes:

See attached memo.



Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: July 31, 2019
Subject: **Downtown Landscape Hill – Request for BID**

Summary

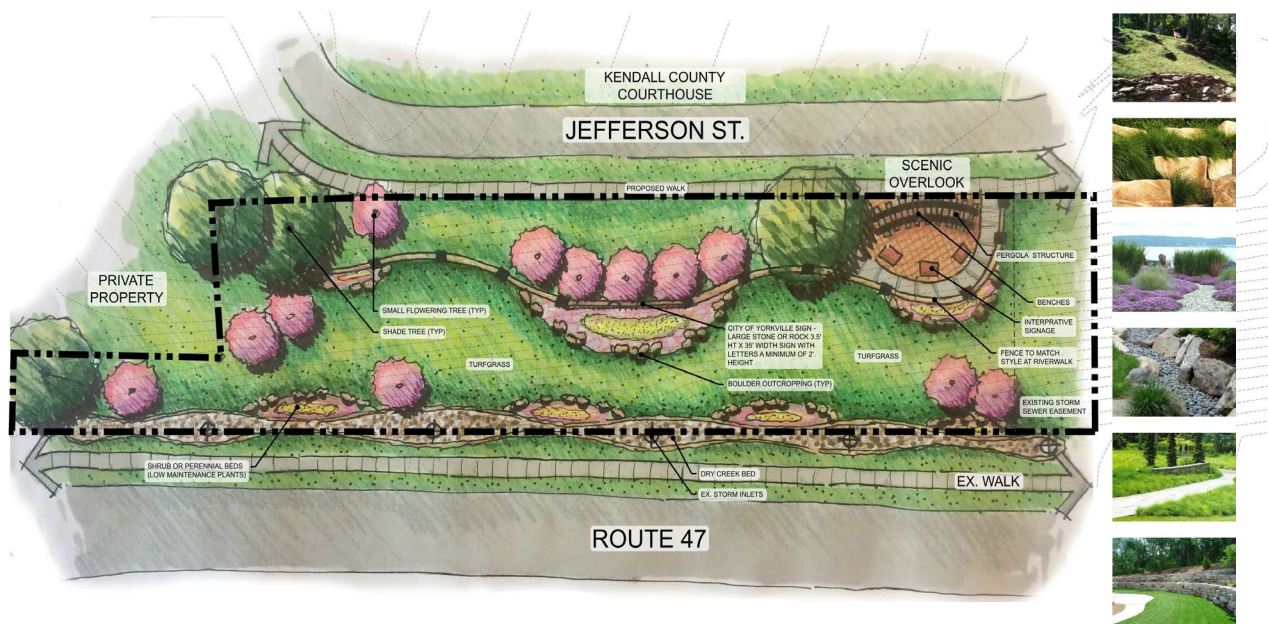
Recommendation to go out for bid on the budgeted approved Downtown Landscape Hill project. The approved budget of \$50,000 will cover a limited scope of the overall concept plan, consisting of the retaining wall sign and surrounding base landscaping.

Background

In April/May 2016, City staff engaged HR Green to prepare a downtown landscape plan that beautifies and improves the visual character of the corridor along IL Route 47 in the downtown to soften the expanse of roadway, create a pedestrian scale experience of greenery and ultimately contributes to an overall sense of place when entering Downtown Yorkville. The area proposed for this landscape feature is the approximately 75' wide, 560' long and 20' tall embankment slope on the west side of IL Route 47/Bridge Street located between Van Emmon and Fox Streets.



The final proposed concept plan prepared by HR Green, as seen on the following page, illustrates a meandering dry creek bed parallel to IL Route 47 flanked by pockets of perennial and/or annual plants for year-round color. The most prominent detail of the plan is the great retaining wall/sign feature facing IL Route 47 constructed of a limestone veneer with individually mounted letters reading “YORKVILLE”. Clusters of plantings near the base of the wall sign will again enhance year-round interest and small stature flowering trees will provide a sophisticated backdrop. Other amenities offered as part of the proposed landscape plan is a scenic overlook in the northwest corner with a pergola structure, benches and fence details which match other decorative fencing in the City along the river walk for continuity and to create a sense of place.



While the estimated total cost of the full proposed landscape hill plan is approximately \$566,000.00, staff is proposing a scaled-down scope of the plan to fit the \$50,000 budgeted in FY 20, as follows:

- | | |
|---|---------------------|
| 1. Installation of Landscaping | approx. \$2,975.00 |
| a. Five (5) Ornamental Trees | |
| b. Fifteen (15) shrubs | |
| 2. Installation of Hardscape | approx. \$19,725.00 |
| a. Limestone out-croppings | |
| b. Lighting | |
| 3. Installation of 35' of Retaining Wall/Sign Feature | approx. \$27,300.00 |
| Total approx. \$50,000.00 | |

These estimates were based upon engineer's opinion of probable construction costs provided by HR Green with the 2016 concept plan and should be consistent with current costs for materials and labor.

BID Request

As proposed in the attached draft bid packet, the City is requesting design-build bid proposals for the landscape hill project. The design component of the bid proposal will consist of the responder providing two (2) to three (3) limestone veneer sign wall concepts; while the build component will be cost estimates for the complete installation of the sign wall and landscape materials, in accordance with the approved plan. Staff aims to have the bid proposal posted in August 2019 with responses received by Monday, September 23, 2019.

Once the bids have been submitted, staff proposes to provide all sign wall concepts to the Economic Development Committee for final recommendation to City Council for final bid award. Based upon this schedule, it is anticipated the bid will be awarded in fall 2019 and all work completed by May 1, 2020.

Recommendation

Staff recommends approving the attached Downtown Landscape Hill project bid packet for publication. Should you have any questions regarding this request, staff will be available at Tuesday night's meeting for further discussion.



INVITATION TO BID

THE DESIGN AND INSTALLATION OF THE DOWNTOWN HILL LANDSCAPE PROJECT

Deadline:

**Monday, September 23, 2019
11:30 a.m. Local Time**

UNITED CITY OF YORKVILLE, ILLINOIS
LEGAL NOTICE
INVITATION FOR BID

The United City of Yorkville, Illinois will accept sealed bids for the Design and Installation of the Downtown Hill Landscape Project.

Sealed bids will be received at the address listed below until **Monday, September 23, 2019, at 11:30 a.m. local time**. Bids will be publicly opened and read aloud at this time.

All proposals should be addressed to:

United City of Yorkville
Re: (Contractor name)
Sealed Bid Downtown Hill Landscape Project
Attention: Carri Parker, Purchasing Manager
800 Game Farm Road
Yorkville, IL 60560

Proposal packets are available online at <http://www.yorkville.il.us>. The link can be found under the Business Tab-Bids & RFPs. Additional packets may be picked up at the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet.

Any questions or interpretation request regarding this Legal Notice or actual bid specifications shall be directed to Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.us, not less than ten (10) business days prior to the scheduled bid opening date.

The contractor 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 preparation of bids or the performance of the contract.

Carri Parker
Purchasing Manager

INTRODUCTION

Purpose of Request:

The United City of Yorkville's Comprehensive Plan Update, approved in 2016, identified key planning goals and strategies for creating a "vibrant city" within the downtown district. Revitalizing Yorkville's downtown is a high priority to its residents and business owners within the area. Therefore, the City is seeking an experienced landscape vendor, offering design-build services, to propose and install a retaining wall identification sign and surrounding plantings on a berm within the center of the downtown. This placemaking and streetscape design treatment will enhance the visual appearance, pedestrian environment and functionality of downtown Yorkville.

Project Description:

The City is requesting design-build bid proposals for the landscape hill project in the Downtown area, according to the Project Specifications and Plans contained herein (the "Project").

The subject project area is located on a grass embankment, approximately 75 feet wide, 560 feet long and 20 feet tall, on the west side of Illinois Route 47/Bridge Street, beginning at the southwest corner of IL Rte. 47 and East Van Emmon Street and continuing south. The property is owned by the Illinois Department of Transportation ("IDOT") and is maintained by the United City of Yorkville.



The design component of the bid proposal will consist of no less than two (2), but up to three (3) limestone veneer sign wall design concepts (3.5' height x 35' linear feet width) with costs for construction and complete installation of the landscape materials in accordance with the approved plan. All work will be completed by May 1, 2020.

PROJECT SPECIFICATIONS AND PLANS

Scope of Work:

The City has a completed final concept “Yorkville Downtown Landscape Plan” designed and approved by the City Council. The approved plan is attached. The scope of work will focus only on the indicated area of the final concept plan which includes the following specifications provided on the bid sheet.

Installation:

The contractor shall install all items that are designated per the plan, depending on scope of the project.

Requirements shall be as follows:

- A. The Contractor shall have the locations surveyed for underground utilities (JULIE) prior to starting work.
- B. All plant material will be locally grown and will be inspected by the City Representative prior to planting.
- C. Plant beds shall be prepared prior to planting according to specifications.
- D. Plant material will be planted per design and in accordance to “National Standards” with all containers, the top 1/3 burlap, twine and/or baskets being removed. A “water holding material” will be added to each hole prior to planting, as approved by the City.
- E. A minimum of 3” hardwood mulch will be added around each plant and/or plant bed.
- F. After planting, each plant will be watered accordingly.
- G. Boulder Outcropping, Retaining Wall & Signage will be installed according to plan.
- H. Any topsoil used shall be pulverized and free of any foreign material.

Site Restoration:

The Contractor will be responsible for the repairs or other damages that might be caused during the execution of this Contract.

The Contractor shall insure that all disturbed areas be re-seeded with the same grass seed and blanket. Site cleanup shall take place at the completion of the project with all materials and debris generated during the job, be removed from the work areas. This includes any parking lots, sidewalks, rights-of-way and any other areas affected by the work. If site cleanup is to be delayed for any particular reason, barricades, cones and/or caution tape must be used until the site is clean as designated by the City’s Representative. Upon completion of the entire project, the sites outside the scope of the project should be returned to the same condition that existed prior to work being done.

Maintenance:

The Contractor will be responsible for plant material maintenance for a period of 60 days after final acceptance.

Guarantees:

All plant material and workmanship shall be guaranteed for one (1) year, at time of City's acceptance of the completed project.

Bid Schedule:

Selection Process Steps	Estimated Date(s)
Committee Approval to Release	
City Council Approval to Release	
Release of Invitation to Bid (ITB)	
Optional Pre-Bid Meeting	
Final Date for Contractors to Submit Questions	
Addendum Posted	
Proposals Due	
Committee Approval	
City Council Approval	
Mandatory Pre-Season Meeting	

INSTRUCTIONS TO CONTRACTORS - GENERAL CONDITIONS

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

1. **Forms** – All bids must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted in a sealed envelope. All bid forms may be obtained from the United City of Yorkville located at 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet. When completed, deliver the packet to the United City of Yorkville, Attn. Carri Parker, Purchasing Manager, 800 Game Farm Road, Yorkville, IL 60560, prior to the bid opening date and time. Bids must be identified as such on the outside of the sealed envelope by marking the envelope “SEALED BID” and with the following information: Company’s name, address, item bid, date and time of opening. Contractors may attach separate sheets for the purpose of explanation, exception, or alternative proposal and to cover required unit prices.
2. **Submittal of Bid** – Bids must be submitted to the attention of the Carri Parker, Purchasing Manager at the above address no later than **Monday, September 23, 2019, at 11:30 a.m. local time**. Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Contractors should carefully consider all bid delivery options and select a method that will successfully deliver their bid by the required time and date.
3. **Examination of Bid Forms, Specifications, and Site** – The contractor shall carefully examine the bid forms which may include the invitation to bid, instruction to contractors, general conditions, special conditions, plans, specifications, bid form, bond, contract, and any addenda to them before submitting the bid. The contractor shall verify all measurements relative to the work, shall be responsible for the correctness of same. Failure of the contractor 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 money will be added to the contract.

The submission of the bid shall be considered conclusive evidence that the contractor 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 bid forms. If the bid is accepted, the contractor 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 contractor shall supply all required supervision, skilled labor, transpiration, new materials, apparatus, and tools necessary for the entire and proper

completion of the work. The contractor 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 City is not responsible for site safety. The contractor is solely and exclusively responsible for construction means, methods, and technologies.

5. **Interpretation of Bid Documents** – Questions regarding bid documents, discrepancies, omissions, or intent of the specifications or plans shall be submitted in writing to the Purchasing Manager at cparker@yorkville.il.us, at least ten (10) working days prior to the opening of bids to provide time for issuing and forwarding an addendum. Any interpretations of the Contract Documents will be made only by addendum duly issued or delivered by the City to each person receiving a set of bid documents. The City will not be responsible for any other explanations for interpretations of the Contract Documents.

Letters, requested interpretations, clarifications, and/or explanations shall be so noted on the outside of the envelope and on the first page of the letter with the words, **INTERPRETATION REQUEST**. Letters not properly marked will not be considered as a formal request. Any letter received within ten working days of the bid date will be returned unopened.

6. **Bid Guarantee** – Unless specifically waived, each bid shall be accompanied by a bid security in an amount of ten percent (10%) or such other percentage as stated in the supplementary conditions of the full amount of the bid in the form of a certified or bank cashier's check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bids will be released. The remaining deposits will be released after the successful contractor has entered into the contract and furnished the required insurance and bonds. The bid deposit shall become the property of the City if the successful contractor within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.
7. **Receiving Bids** – Bids received prior to the time of opening will be securely kept, unopened. The Purchasing manager, whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Purchasing Manager or the City for the premature or nonopening of a bid not properly addressed and identified, except as otherwise provided by law.
8. **Late and Fax Bids** – Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted and will be refused and returned unopened. It is the contractor's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Facsimile machine transmitted bids will not be accepted, nor will the City transmit bid documents to prospective contractors by way of a facsimile machine.
9. **Completeness** – All information required by the Invitation to Bid must be supplied to constitute a responsive bid. The Contractor's submittal shall include the completed Bid Proposal found in the contract documents. The City will strictly hold the contractor to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the contractor.

10. **Error in Bids** – When an error is made in extending total prices, the unit bid price and/or written words shall govern. Otherwise, the contractor is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of contractor.
11. **Withdrawal of Bids** – A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Purchasing Manager prior to the specified time of opening. After the opening, the contractor cannot withdraw or cancel his bid for a period of forty-five (45) calendar days, or such longer time as stated in the bid documents.
12. **Contractor Interested in More than One Bid** – Unless otherwise specified if more than one bid is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to other contractors is not thereby disqualified from quoting prices to other contractors or from submitting a bid directly for the work, materials, or supplies.
13. **Contractor's qualifications** – No award will be made to any contractor 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 contractor shall furnish to the City all information and data the City may request for the purpose of investigation.
14. **Bid Award for All or Part** – Unless otherwise specified, bids shall be submitted for all of the work or items for which bids 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.
15. **Samples** – 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 contractor within thirty (30) days after notification. Samples must be submitted prior to the time set for the opening of bids.
16. **Equipment or Materials** – Each contractor 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 bids must be of current date (latest model) and meet specifications. This provision excludes surplus, remanufactured, and used products except as an alternate bid. The brand name and/or manufacturer of each item proposed must be clearly stated in the bid. Guarantee and/or warranty information must be included with this bid.
17. **Toxic Substance** – 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 Data Sheet).
18. **Delivery** – 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 bidder, with concurrence by the City, for receipt of the materials. The materials must be delivered where directed. Truck deliveries

will be accepted at the Public Works Facility between 7:00 AM and 3:30 PM and at all other City locations 8:00 AM and 4:00 PM, weekdays only.

19. **Estimated Bid Quantities** – 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.
20. **Trade Names – Alternative Bid** – When an item is identified in the specifications by a manufacturer’s or trade name or catalog number, the contractor shall bid upon the item so identified.

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

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

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

21. **Price** – Unit prices shall be shown for each unit on which there is a bid 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 bid.

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 contractor with its tax exemption number.

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

22. **Consideration of Bid** – No bid 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 contractor, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

23. **Award or Rejection** – The City reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the City. Any bid submitted will be binding for forty-five (45) days subsequent to the

date of the bid opening. A contract will be awarded to the lowest responsible bid complying with the conditions of the contract documents only when it is in the best interest of the City to accept the bid. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

24. **Execution of Contract** – The successful contractor 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 bid and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

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

25. **Performance and Labor and Material Payment Bonds** – Unless specifically waived or amended in the Special Conditions, the successful bidder 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 bidder 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 bidder fails to furnish the bonds within 14 days after notification of the award, then the bid 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 bidder's failure to furnish the bonds.

26. **Compliance with All Laws** – 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 bid or performance of the contract.

27. **RESERVED**

28. **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.

29. **Equal Employment Opportunity** – During the performance of the contract and/or supplying of materials, equipment, and suppliers, bidder 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.

30. **Contract Alterations** – No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his/her authorized agent.
31. **Notices** – All notices required by the contract shall be given in writing.
32. **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 Manager. Such assignment shall not relieve the Contractor from his obligations or change the terms of the contract.
33. **Indemnity** – 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.

34. **Insurance** – In submission of a bid, the contractor is certifying that he has all insurance coverages required by law or would normally be expected for contractor's type of business. In addition, the contractor is certifying that he has or will obtain at least the insurance coverages on the attached Insurance requirements.
35. **Default** – The City may terminate a contract by written notice of default to the Contractor if:
 1. The Contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
 2. fails to make progress so as to endanger performance of the contract, or
 3. 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.

36. **Inspection** – 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.
37. **Supplementary Conditions** – Wherever special conditions are written into the specifications or supplementary conditions which are in conflict with conditions stated in these Instructions to Contractor, the conditions stated in the specifications or supplementary conditions shall take precedence.
38. **Permits and Licenses** – The successful contractor 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.
39. **Contractor's Certification** – - In compliance with the Illinois State Law that requires each contractor to file a certification regarding bid rigging and bid rotating and that it is not delinquent in its taxes, the contractor shall file with its bid the attached Bid Proposal Certification.
40. **Change Orders** – 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 contractor must be the result of an approved change order first ordered by the Director of the lead department and approved by the City Administrator and/ or City Council.
41. **Time of Completion** – The successful contractor shall completely perform its bid 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 bid proposal.
42. **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.
43. **Guarantees and Warranties** – All guarantees and warranties required shall be furnished by the successful contractor and shall be delivered to the City before final payment on the contract is issued.
44. **Waiver of Lien** – where applicable a waiver of lien and contractor's affidavit must be submitted by the successful contractor, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

SPECIAL CONDITIONS

1. **Contractors Qualifications** - If requested, the interested Contractor must provide a detailed statement regarding the business and technical organization of the Contractor 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 Contractor is equipped and prepared to fulfill the Contract should the Contract be awarded to him. The competency and responsibility of Contractors and of their proposed subcontractors will be considered in making awards.

If requested by the City, the Contractor 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 Contractor is well qualified and able to perform the work, and it shall be taken into consideration in awarding the Contract. The list shall be included with the sealed bid package.

The City may make such investigations as it deems necessary, and the Contractor shall furnish to the City under oath, if so required, all such information and data for this purpose as the City may request. A responsible Contractor 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 to receive an award under all applicable laws and regulations.
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 Public Works 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 Public Works.

4. **General Guarantee** - Neither the final certificate of payment nor any provision in the Contractor Documents, 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, and Maintenance Bond requirements.

Unless otherwise amended in writing by the Purchasing Manager, 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. **Maintenance Bond** – The Maintenance Bond shall be in a penal sum of twenty percent (20%) of the final Contract amount for a period of one (1) year after the date of acceptance of the entire project. The Contractor may elect to reduce the Performance Bond, and the Labor and Material Bond to twenty percent (20%) of the final Contract amount in lieu of a separate Maintenance Bond. Such bond shall guarantee the work against defective workmanship and materials for a period of not less than one (1) year following acceptance of work.
6. **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 Board of Trustees 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.

7. **Notification of Work** - The Contractor shall notify the City's Director of Public Works 48 hours prior to commencement of work and 24 hours prior to each inspection.
8. **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 Public Works.
9. **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.
10. **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 Public Works with no additional compensation.
11. **Business/Resident Notification** - The Contractor shall not close any street or private driveway without the consent of the Director of Public Works, and the proper notification of the affected business/resident.
12. **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 Director of Public Works Building.

INSURANCE REQUIREMENTS

The Contractor shall provide satisfactory proof of commercial general liability, property damage, bodily injury, automobile liability, and workers compensation insurance, naming the United City of Yorkville, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis.

The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor's or its officers', agent's, employees' negligence in the performance of services under this Agreement.

Contractors certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the City. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

Failure of the Contractor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the City to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

The limits of liability for the insurance required by this Subsection shall not be less than the following:

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	\$1,000,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage
to the following Limits:

Commercial General Liability	\$2,000,000 (each occurrence)
Bodily Injury	\$2,000,000 (each person)
	\$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)
Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$3,000,000 (each occurrence)
	\$3,000,000 (aggregate)

BID PROPOSAL

Note: The Contractor must complete all portions of this Bid Sheet

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.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating (720 ILCS 5/33E-1, *et seq.*) and is not delinquent in any taxes to the Illinois Department of Revenue (65 ILCS 5/11-42.2-1).

It is understood that the City reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than forty-five (45) days.

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

Bidding Company Name: _____

_____ Our firm has not altered any of the written texts within this document. Only those areas requiring input by the respondent have been changed or completed.

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of the Contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of bid submittal.

YES

NO

Will you be utilizing a subcontractor?

If yes, have you included all required
Information with your bid submittal?

OR

NO BID – Keep our company on your
Contractors List

Signature

Date

NO BID – Remove our company from
Your Contractors List

Signature

Date

BID PROPOSAL CONTINUED

Plant List

Description	Size (height)	Quantity	Unit Cost	Total Cost
Acer Platanoides "Royal Red" Norway Maple	6 foot	5	\$	\$
Juniperus Chinensis "Sea Green" Sea Green Juniper	24-48 inches	15	\$	\$
Labor Cost				\$
Total Plant List Cost				\$

Hardscape

Description	Size	Quantity	Unit Cost	Total Cost
Limestone Veneer Retaining Wall 3.5' exposed	35 foot	1	\$	\$
Individual Channel Steel Letters "YORKVILLE"	24 inches	9	\$	\$
Limestone Boulder Outcroppings	12-18 inches	15	\$	\$
Solar Lighting (up lighting or back channel letter lighting)	TBD	TBD	\$	\$
Labor Cost				\$
Total Hardscape Cost				\$

Total Project Cost

\$

Contractor's Firm Name

Date

Signed Name

Print Name

Title

BID PROPOSAL CONTINUED

The undersigned contractor;

A. Certifies that it is not barred from bidding or contracting with the City as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and

B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and

C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon request, and

D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and

D. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and

E. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this Project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program, and

F. Agrees to provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000), and

G. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

Contractor's Firm Name

Date

Signed Name

Print Name

Title

Street Address

City

State

Zip

Phone Number

Fax Number

Email Address

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential contractor from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The City reserves the right to accept or reject any or all exceptions.

Contractor's exceptions are:

EQUIPMENT LIST

[illegible]

If additional sheets are needed, please make copies.

SUBCONTRACTOR LISTING

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1

Business Name

Address

City, State, Zip Code

Telephone Number

Value of Work Subcontracted

Nature of Work Subcontracted

Subcontractor No. 2

Business Name

Address

City, State, Zip Code

Telephone Number

Value of Work Subcontracted

Nature of Work Subcontracted

Subcontractor No. 3

Business Name

Address

City, State, Zip Code

Telephone Number

Value of Work Subcontracted

Nature of Work Subcontracted

If additional sheets are needed, please make copies.

REFERENCES

General Information, the list below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Reference No. 2

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Reference No. 3

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

If additional sheets are needed, please make copies.

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

CONTRACT

THIS CONTRACT made this ____ day of _____, 2019, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the “*Owner*” and _____ located at _____ hereinafter called the “*Contractor*”.

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bid Proposals for all labor and materials necessary to complete the work specified in the Invitation To Bid – Design and Installation of the 2019 Downtown Hill Landscape Project;

WHEREAS, the Owner has found that the Contractor is the lowest responsible bidder for said work and has awarded the Contractor this contract for said work.

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 work proposed in accordance with the conditions and prices stated in the Invitation to Bid, Instructions to Contractors – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Bid Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the “*Contract Documents*”.
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

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:

OWNER: UNITED CITY OF YORKVILLE

By: _____
Mayor

Attest:

CONTRACTOR:

City Clerk

By: _____
Signature

Attest:

Print Name and Title

Witness



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

Agenda Item Number

Economic Development Committee #2

Tracking Number

EDC 2019-67

Agenda Item Summary Memo

Title: Kane/Kendall Council of Mayors Bike Sharing Services – Memorandum of Understanding

Meeting and Date: City Council – August 13, 2019

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: EDC 08-06-19 Action Taken: Moved forward to City Council agenda.

Item Number: EDC 2019-67

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett

Name

Administration

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



Memorandum

To: Economic Development Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: August 6, 2019
Subject: Bike Sharing Memorandum of Understanding

Summary

Partner with Kane County DOT as part of Kane/Kendall Council of Mayors to research the viability and cost of a bike-share system for the City of Yorkville.

Background

The Kane County Division of Transportation (KDOT) has begun to work with its municipalities, non-profits, park districts, forest preserves, and private companies to develop a countywide bike sharing system. The anticipated launch of the system is August 2020. The next step in the process is to collect signed Memorandum of Understanding's (MOU) from interested parties that wish to participate in the program. These MOU's are not legally or financially binding whatsoever, but simply state that the City is potentially interested in participating. The main purpose in signing these MOU's is that only participants that sign the MOU before the deadline will be able to view and provide comments on the Request for Proposal (RFP) for a bike sharing company that KDOT will be releasing in September 2019. Signing of the MOU does not require the City to take part in the program.

A bicycle-sharing system, public bicycle system, or bike-share scheme, is a service in which bicycles are made available for shared use to individuals on a short term basis for a price or free. Many bike share systems allow people to borrow a bike from a "dock" and return it at another dock belonging to the same system. Docks are special bike racks that lock the bike, and only release it by computer control. The user enters payment information, and the computer unlocks a bike. The user returns the bike by placing it in the dock, which locks it in place. Other systems are dockless. For many systems, smartphone mapping apps show nearby available bikes and open docks.

The benefits of bike sharing schemes include transport flexibility, reductions to vehicle emissions, health benefits, reduced congestion and fuel consumption, and financial savings for individuals. Research has shown that bike sharing has a positive impact on commercial activity, as well. Users reported that they engaged in new spending at these neighborhood businesses because of the access provided by bike sharing. In short, for both businesses and consumers, bike share systems have a positive effect on business activity due to increased accessibility within local neighborhoods.

With help and investment from local municipalities, non-profits, organizations, and recreational districts, Kane County is hoping to create a system with at least 12 stations for the initial planned launch in August 2020. These stations will be placed at recreational, residential, commercial destinations, as well as strategic public transportation stops. However, each participant has the flexibility to place the station wherever they see fit within their community and/or property. The County will provide support to all participants to ensure that stations are not being placed in close proximity to another station, which would decrease ridership for both stations.

Each station owner is responsible for the capital and annual financial obligations of owning and operating a bike share station. Each station will cost an estimated \$10,000 per year to own and operate, with an estimated \$3,000 installation fee. However, these costs will fluctuate depending on the number of stations included within the system. A higher number of stations will decrease the price for all participants.

One of the main sources of revenue for a bike share station owner is selling advertising/sponsorship space on the bikes and station. Station owners have full autonomy on the

sponsors that they procure for their stations. Owners also have the right to set sponsorship prices independent of other stations.

Recommendation

Staff is seeking approval for the Memorandum of Understanding Regarding Bike Sharing Services. This would allow staff to provide comments on the future Request for Proposal for a bike sharing company. The RFP would be released in September 2019. This does not require the City to take part in the bike sharing program.

Kane County Bike Share System Development

Program Overview

The Kane County Division of Transportation (KDOT) is very excited to announce its intention to work with its municipalities, park districts, forest preserve(s), non-profits, and private institutions to create a countywide bike sharing system!

A bicycle-sharing system, public bicycle system, or bike-share scheme, is a service in which bicycles are made available for shared use to individuals on a short term basis for a price or free. Many bike share systems allow people to borrow a bike from a "dock" and return it at another dock belonging to the same system. Docks are special bike racks that lock the bike, and only release it by computer control. The user enters payment information, and the computer unlocks a bike. The user returns the bike by placing it in the dock, which locks it in place. Other systems are dockless. For many systems, smartphone mapping apps show nearby available bikes and open docks.

The benefits of bike sharing schemes include transport flexibility, reductions to vehicle emissions, health benefits, reduced congestion and fuel consumption, and financial savings for individuals. Research has shown that bike sharing has a positive impact on commercial activity, as well. Users reported that they engaged in new spending at these neighborhood businesses because of the access provided by bike sharing. In short, for both businesses and consumers, bike share systems have a positive effect on business activity due to increased accessibility within local neighborhoods.

Bike sharing will be an affordable, healthy, safe, environmentally sustainable, and popular addition to Kane County's transportation options. Implementing a top-quality system will boost the County's transportation network and further advance Kane County's position as a high quality destination and place to live. Bike share will help connect residents, commuters and visitors to more of Kane County's businesses, institutions and attractions. Future requests from neighboring counties or municipalities for participation in the Kane County System offer the possibility for expansion beyond the initial service area.

If you have any questions regarding the program please contact Ryan Peterson at 630-444-3143 or peterersonryan@co.kane.il.us.

System Implementation

With help and investment from local municipalities, non-profits, organizations, and recreational districts, Kane County is hoping to create a system with at least 12 stations for the initial planned launch in August 2020. We hope that these stations will be placed at recreational, residential, commercial destinations, as well as strategic public transportation stops throughout the County. However, each participant has the flexibility to place the station wherever they see fit within their community and/or property. The County will provide support to all participants to ensure that stations are not being placed in close proximity to another station, which would decrease ridership for both stations.

Each station owner is responsible for the capital and annual financial obligations of owning and operating a bike share station. Each station will cost an *estimated* \$10,000 per year to own and operate, with an estimated \$3,000 installation fee. However, these costs will fluctuate depending on the number

of stations included within the system. A higher number of stations will decrease the price for all participants. The County will also help to subsidize the cost of these stations.

There are three main types of bike share systems: docked, dockless, and hybrid. Each system type has their own benefits and drawbacks, making them ideal for different settings and locales. The Kane County system will focus on only docked stations at the initial launch in 2020. This type was chosen because docked systems have the least administrative strain; lowest potential for vandalism and theft; highest potential for advertising; and are easily implemented into suburban locations. Other systems can be incorporated into the County system at a later date, however. Pictured below is a typical configuration of a docked bike share station and the features that come standard on most bike share bicycles.



Timeline

In order to create the system by August 2020, there needs to be lots of coordination and communication between the participating station owners, sponsors, and the bike share organizers. The draft timeline listed below outlines the dates for a successful, timely launch. *These dates are subject to change.*

2019	
May	KKCOM Bike & Pedestrian Committee meeting; presentations by bike sharing companies
May 31 & June 6	Conference call(s) involving interested stakeholders (municipalities, forest preserves, park districts, etc.)
August 23	Deadline to sign non-binding MOU to participate in opening round of funding
September	Release RFP to select bike share provider
October	Select preferred provider; start drafting network design
November	Start holding public input meetings to educate public on bike sharing and determine ideal station locations
2020	
January	Finalize financial obligations for participants
February	Finalize network locations
March	Secure advertising, sponsors for system
June	Start marketing and outreach efforts
July	Financial obligations due to bike share provider
August	Construction and implementation of stations

Sponsorship Opportunities

One of the main sources of revenue for a bike share station owner is selling advertising/sponsorship space on the bikes and station. Station owners have full autonomy on the sponsors that they procure for their stations. Owners also have the right to set sponsorship prices independent of other stations. Pictured below are diagrams that display some of the space available to station owners for sponsorships.



Throughout the county, there have been a variety of different sponsorship formats that bike share systems and the station owners have created in order to generate revenue. The five main types of sponsorship opportunities that are recommended are listed below:

1. Title Sponsor
 - System naming rights
 - Brand inclusion on bikes/stations
 - Brand inclusion on system website, social media, and location-based promotions
 - In-app advertising
2. Presenting Sponsor
 - If no title sponsor is found, 3-4 presenting sponsors will take place
 - Many of the same advertising components but without system naming rights
3. Station Sponsor
 - Brand inclusion on station kiosk
4. Station Host
 - Donate property to host station at residential, recreational or commercial location
5. Digital Advertising
 - In-app advertising
 - Social media

Applicable Case Studies

- St. Lucie County, Florida
 - Population: 313,506
 - Density: 486 residents per sq. mile
 - Created a nine station, 50 bike system aimed at increasing connectivity throughout the county
 - Spaced stations one to four miles apart to cover a larger area but not restrict connectivity and access between stations
 - Used Zagster as their bike share provider
 - County retains 93% of the operation's bike share rental fees
- Howard County, Maryland
 - Population: 287,085
 - Density: 1,279 residents per sq. mile
 - Nine stations and 78 bike system throughout two of its largest cities
 - Had over 4,800 rides in its first year of operation
 - Used Bewegen Technologies as their contractor
- Anne Arundel County, Maryland
 - Population: 573,235
 - Density: 1,381 residents per sq. mile
 - Dockless bike share program focusing primarily around attractions and locations in Annapolis
 - Attracted 700+ members in the first three months
 - Used Pace as their bike share provider

Memorandum of Understanding Regarding Bike Sharing Services

This Memorandum of Understanding (“MOU”) is made by and between the Kane County Division of Transportation (the “County”) and _____ (the “Local Public Agency”).

TERMS OF UNDERSTANDING

1. Definitions.
 - a. “Bicycles” means all standard pedal bicycles and/or other mobility vehicles that might be included within the program.
 - b. “Kane County Bike Share Program” means the future bike share program being organized by the Kane County Division of Transportation.

PROGRAM OUTLINE

The Local Public Agency has expressed interest in participating in the Kane County Bike Share Program. This memorandum of understanding is meant to serve as an outline of key elements and dates of the Kane County Bike Share Program as it would relate to the Local Public Agency’s participation therein.

1. *Purpose of the Program.* Bike sharing will be an affordable, healthy, safe, environmentally sustainable, and popular addition to Kane County’s transportation options. Implementing a top-quality system will boost the County’s transportation network and further advance Kane County’s position as a high quality destination and place to live. Bike share will help connect residents, commuters and visitors to more of Kane County’s businesses, institutions and attractions. Requests from neighboring counties and municipalities therein for participation in the Kane County System offer the possibility for expansion beyond the initial service area.
2. *Goals and Objectives.* The following goals and objectives have been identified for the initial launch of the system:
 - Create a quality user experience with a convenient and easy-to-use system,
 - Enhance connections to the public transit network and park-and-ride lots,
 - Increase physical activity to benefit public health,
 - Promote travel to landmarks, parks, trails and shopping districts (among residents and visitors),
 - Increase access to job opportunities and education,
 - Expand mobility options for low-income residents,
 - Improve connectivity between existing hubs of activity, and
 - Leverage bike share to help shift local culture towards multi-modal transportation
3. *The Local Public Agency’s Responsibilities.* Following the Request for Proposal process, the Local Public Agency will be responsible for all financial obligations for the stations that they purchase from the chosen contractor. The County will not own or operate any stations. The Local Public Agency will be responsible for negotiating the revenue sharing

breakdown, station location placement, and other financial matters with the chosen contractor.

OBLIGATIONS

This MOU does not create any financial or legal obligations, nor does it signal any commitment of funds from either Party.

In order to move forward, The Parties will sign this Memorandum of Understanding that will be executed no later than Friday, August 23, 2019.

This MOU shall automatically terminate if the Memorandum of Understanding is not entered into, for any reason, on or before August 23, 2019.

In order to be eligible to offer comments on the forthcoming Request for Proposals that will be used to procure a bike sharing contractor, this MOU must be signed before August 23, 2019. Those who do not wish to sign the MOU before the aforementioned deadline will not be eligible to offer comments to the RFP.

We look forward to working with the municipalities, agencies, and organizations of Kane County to improve mobility for its residents and visitors. It is the hope of Kane County Division of Transportation that this program will help create more liveable cities, enhanced recreational offerings, additional transportation options and a reduced carbon footprint.

[Remainder of page intentionally blank. Signatures follow on subsequent page.]

The Local Public Agency

Kane County

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney



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

Agenda Item Number

Park Board #1

Tracking Number

CC 2019-48

Agenda Item Summary Memo

Title: Beecher Park OSLAD Grant Application and Resolution of Authorization

Meeting and Date: City Council – August 13, 2019

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Tim Evans Parks and Recreation
Name Department

Agenda Item Notes:

Memorandum



To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Bart Olson, City Administrator
Date: August 5, 2019
Subject: Grant Planning Application – Beecher Park Redevelopment Project

Summary

Grant Planning Application – Beecher Park Redevelopment Project

Background

Per approval by the Park Board at their May and July meetings, staff began preparing for the possibility of applying for an Illinois Department of Natural Resources Open Space Lands Acquisition and Development (IDNR/OLSAD) grant to redevelop Beecher Park, relevant materials attached. With the Bristol Bay Regional Park grant redevelopment and paperwork now complete, staff was notified in the attached reimbursement approval letter that there is \$120,000 in residual funds that must be used in the next available grant-opening cycle, which opened July 1 and closes August 19, 2019, the press release is attached. Plus, as part of the spring safety playground check, staff determined that the Beecher Playground is deteriorating faster than anticipated and will have to be replaced soon.

Given these factors, staff has begun to work with the City Engineers on the Beecher Park Grant application that would include the following, potential improvement amenities:

1) New Playground:	\$125,000
2) Pickle Ball Court:	\$85,000
3) Walking/Running Path:	\$80,000
4) Sand Play Area:	\$9,000
5) Park Lighting & Electric:	\$30,000
6) ADA Sidewalk Extension:	\$19,000
7) Shelter:	\$60,000
8) Bocce & Bags Courts:	\$6,000
9) Engineering:	\$22,200
10) Audit:	\$1,500

Total Grant Project Cost: \$437,700

If approved by the State, the City will be reimbursed \$278,850, including 50% of the grant construction cost (\$218,850) and 50% of the residual funds (\$60,000) of the \$437,700 total grant expense. The remaining \$158,850 expense will be covered by the City in the following way:

- a) Beecher Playground Land Cash Funds of \$75,000
- b) Forced Labor at \$70,000
- c) \$13,850 from available capital funds that were transferred from the Parks & Recreation Operations budget in FY 18 for Parks & Playground development.

In summary, the City will up front the cost of the Beecher Park Redevelopment Grant in the total amount of \$437,700. Once the grant is completed, the City will be reimbursed by the State \$278,850 and the City will be using already budgeted Land Cash Funds of \$75,000, Forced Labor of \$70,000 and \$13,850 in Capital Funds for the remaining grant expense of \$158,850. There will be no additional general funds requested for this project.

Recommendation

Staff seeks City Council approval of the Park Board recommendation for the authority to apply for the Beecher Park Redevelopment Grant as presented.



Illinois Department of Natural Resources

One Natural Resources Way · Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor
Colleen Callahan, Director

FOR IMMEDIATE RELEASE

June 11, 2019

CONTACT: Rachel Torbert

OFFICE: (217) 785-3953

CELL: (217) 685-1163

rachel.torbert@illinois.gov

IDNR Accepting Applications for OSLAD and LWCF Grant Programs

SPRINGFIELD, Ill. – The Illinois Department of Natural Resources (IDNR) today announced applications will be accepted for grants through the Open Space Land Acquisition and Development (OSLAD) and the federal Land and Water Conservation Fund (LWCF) grant programs beginning July 1, 2019.

The OSLAD program is a state-financed grant program that provides funding assistance to local government agencies for acquisition and/or development of land for public outdoor recreation areas. OSLAD is a matching program that provides an advance payment (for development projects only) that is 50 percent of the grant award amount shortly after the grant agreement is executed. The local agency must demonstrate and possess the ability to finance the remaining costs of an approved project prior to receipt of remaining grant funds. This program is funded through a percentage of the state's Real Estate Transfer Tax.

The LWCF is a program that utilizes federal dollars to acquire land to be used for outdoor recreation. This program provides up to 50 percent of the certified market value of property acquired to be developed into outdoor recreation areas. No advance payment is allowed on acquisition projects. LWCF is funded nationally by revenue from offshore oil and gas leases.

Both programs are managed by the IDNR with concurrent application due dates, equal grant maximums and similar general rules.

The application period will open July 1 and applications must be submitted to the IDNR by 5:00 p.m. August 19, 2019. The Notice of Funding Opportunity can be found at <https://www.illinois.gov/sites/gata/Pages/default.aspx>.

Consult the IDNR website at <https://www.dnr.illinois.gov/AEG/Pages/Grant-Administration.aspx> for more information or call the IDNR Grants main line at 217-782-7481.

Follow the IDNR on [Facebook](#) and [Twitter](#)



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor
Wayne A. Rosenthal, Director

February 11, 2019

Mr. Bart Olson
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Re: Project OS 14-1905
Bristol Bay 65

Dear Mr. Olson:


I have been advised by my Office of Grant Management and Assistance staff that the above referenced, and recently completed, FY14 grant project was found to have a residual value of \$120,000.00.

As you probably know, the 61.22-acre land donation that was part of the project had a Department Certified Fair Market value of \$520,000.00. Of that amount, \$400,000.00 was used for this project. The remaining amount (\$120,000) will be carried over to the upcoming application period as part, or all, of the city's local match for another project. However, please be advised that this residual value will only be available for the next OSLAD grant cycle. The anticipated application submittal deadline for that next round is projected to be July 1, 2019.

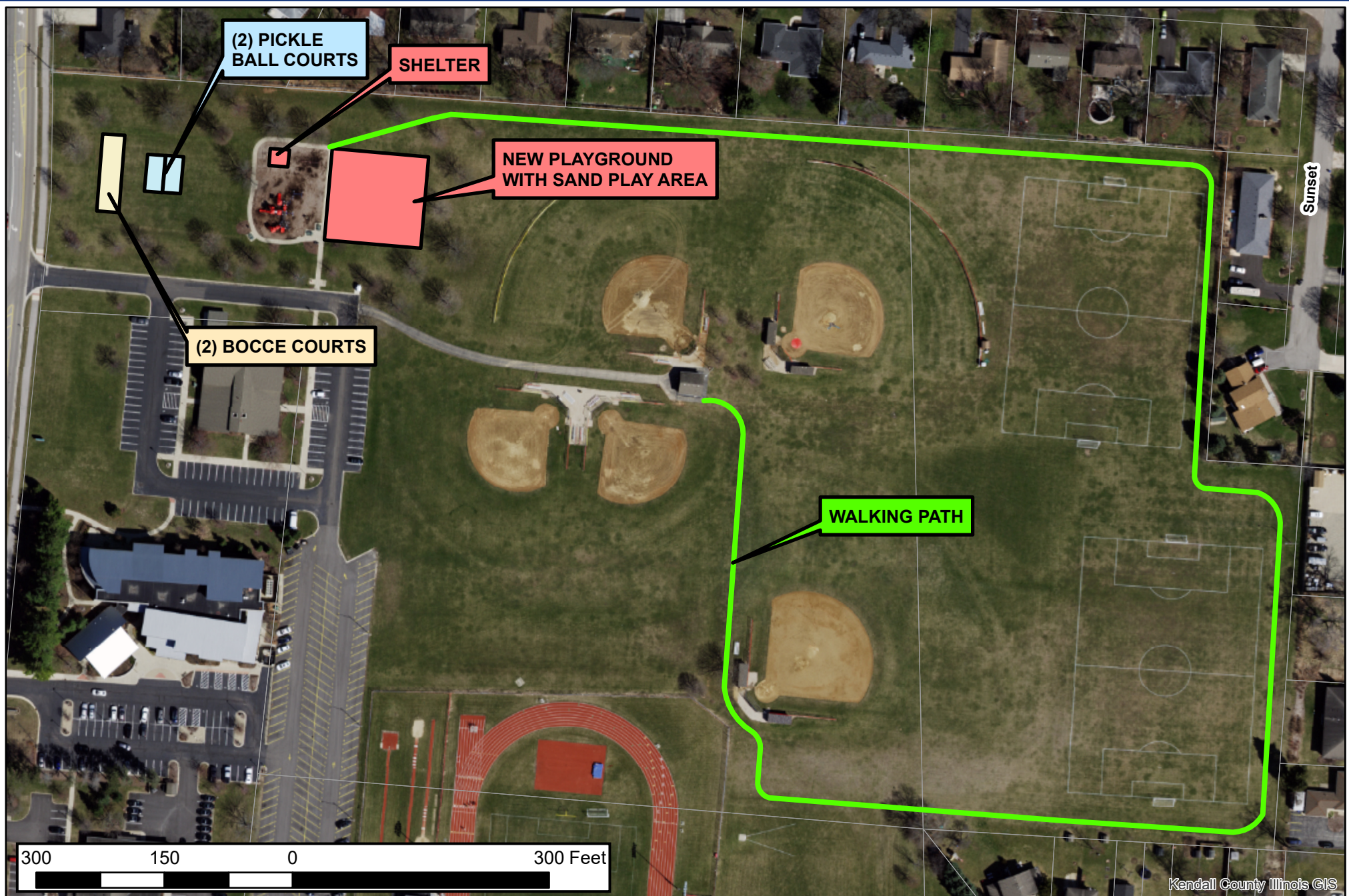
Additionally, be advised that the residual value will only be available to the city if your submitted project application scores high enough to be selected and approved for project funding.

We appreciate your interest in the OSLAD grant program and the city's efforts to improve close-to-home recreational opportunities. If you have any questions regarding this matter, please feel free to contact my staff at 217-782-7481.

Sincerely,


Stephen F. Baggerly
Division Manager
Office of Grant Management and Assistance

SFB/jb



Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
www.eeiweb.com



United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60560
 630-553-4350

DATE:	JUNE 2019
PROJECT NO.:	YO1900
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2019\
FILE:	YO1918_Beecher Park .MXD

ATTACHMENT A-3 SITE DEVELOPMENT PLAN





Engineering Enterprises, Inc.

52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



United City of Yorkville

800 Game Farm Road
Yorkville, IL 60560
630-553-4350

DATE:	JUNE 2019
PROJECT NO.:	YO1900
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2019\
FILE:	YO1900_Beecher Park .MXD

ATTACHMENT A-2 LOCATION MAP





Engineering Enterprises, Inc.

July 19, 2019

Mr. Tim Evans
Director of Parks and Recreation
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

**Re: Professional Design Engineering Services
Beecher Park
United City of Yorkville, Illinois**

Dear Mr. Evans:

Thank you for the opportunity to submit this proposal for professional design engineering services for the proposed Beecher Park project.

PROJECT DESCRIPTION

The Yorkville Parks and Recreation Department, hereinafter referred to as Client, proposes to apply for and receive OSLAD grant funding to construct improvements at Beecher Park. Improvements include, but are not limited to, two (2) pickle ball courts and associated fencing.

SCOPE OF SERVICES

Our firm purposes to furnish the necessary personnel, materials, equipment and transportation to make necessary investigations, measurements, computations and analysis to perform field and office civil engineering services in accordance with the detailed scope of services listed below, accepted civil engineering practices, current City ordinances and regulations, and the requirements of all permitting agencies.

Topographic Survey – EEI will perform a topographic survey. The limits of the survey will be defined by an approximate 100' radius around the proposed location of the pickle ball court as shown on the attached exhibit "Attachment A-3 Site Development Plan".

Contract Documents – EEI will utilize the topographic survey to create the improvement plans for the pickle ball courts and associated fence. EEI's Design Engineer will perform one (1) field visit to verify existing conditions. The final plans will include the location of proposed improvements, detailed grading, material callouts, and construction/specification details and notes. The final plans, signed and sealed by a licensed Professional Engineer, will provide sufficient detail to be used for the construction of the pickle ball courts and fence.

Along with the plans, EEI will also prepare the necessary project manual. The plans and project manual will constitute the Contract Documents that will be used for bidding and contracting.

Bidding and Contracting – EEI will perform the following bidding and contracting services:

- Prepare the necessary ad for bid and submit to the local paper for publishing
- Post the contract documents on EEI's on-line bid portal
- Address bidders' questions and issue any necessary addenda
- Attend the bid opening at City Hall
- Prepare the bid tab and bid summary, evaluate the bids, and recommend award
- Oversee execution of contract documents

Meetings – EEI will attend a maximum of one (1) project meeting with the Client and/or other permitting jurisdiction. All other meetings can be attended on a time and material basis with prior authorization from the Client.

Project Management and Administration – EEI will assign a qualified Project Manager to oversee the project, communicate with the Client, and ensure that the scope, schedule and budget as outlined in this agreement are met.

OSLAD Grant Administration – EEI will assist the Client with the OSLAD Grant application, administration, and reimbursement paperwork. This will include but is not limited to EEI preparing all pre and post construction exhibits required by the granting agency.

ITEMS NOT COVERED UNDER THIS SCOPE OF SERVICES

The following items are specifically excluded from EEI's Scope of Work:

- Boundary or ALTA Survey
- Plat of Survey
- Utility Improvements
- Landscape and/or Lighting Design*
- Wetland Delineation or Mitigation*
- Detailed Stormwater Management Design and/or Calculations
- Cost Estimates
- Construction Engineering Services
- Permitting
- (*Subconsultant fees/hourly rates would apply)

Work not covered under the Scope of Work will be performed at an hourly rate for the various classifications of employees who will perform the work as listed on the attached Standard Schedule of Charges dated January 1, 2019, or in accordance with a separate proposal.

FEES AND CONDITIONS

The proposed methods of payment for the required professional services are at Lump Sum (LS), Hourly (HR) and/or Actual Cost (AC) fees for the various classifications of employees who will perform the work as listed on the Standard attached Schedule of Charges dated January 1, 2019.

A brief explanation of the reasons for the various proposed Lump Sum, Hourly and/or Actual Cost fees is in order and is as follows: 1. the proposed Lump Sum fee is for work that is clearly defined and is under our control; and 2. the proposed Hourly fee is for work that is subject to unknown conditions, and other conditions that are not under our control; and 3. the proposed Actual Cost fee is for work and/or expenses the exact cost of which cannot be determined in advance.

The proposed method and amount of payment for the Design Engineering Scope of Services will be on an **hourly basis** with an estimated total fee of **\$22,200** as outlined on Exhibit A1.

Reimbursable expenses are in addition to the estimated fee and may include plotting and reproduction of documents, postage and delivery fees for submittals to the Client, and any jurisdiction.

All permit fees are the responsibility of the Client. EEI will identify related permit fees and communicate these fees with the Client in time to submit an application to the authorizing jurisdiction.

This proposal shall be in effect for a period of thirty (30) days from the date of this proposal. If this proposal is not accepted within that period of time, our firm reserves the right to withdraw or revise this proposal.

Payment for all work will be based on invoices submitted periodically by our firm, but not more frequently than monthly as the work progresses. Invoices will be payable by the Client within 30 days of the date of the invoice.

QUALIFICATIONS

EEI is actively engaged in the planning, design and construction of recreational projects throughout Kane and Kendall Counties and northeastern Illinois.

While various members of our firm will perform the work on this project, the principal contact person with our firm will be Julie Morrison, P.E., Senior Project Manager.

ACCEPTANCE

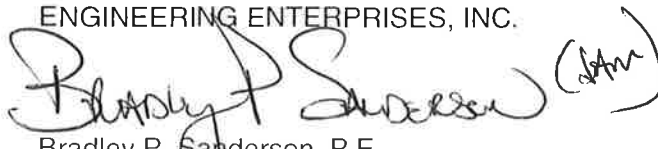
We will give our full attention to the project so that it may be finalized as soon as practicable, consistent with performance of our services, and other considerations. We understand that the Client would like to have the OSLAD Grand secured in 2019. See Exhibit A-2 for the proposed project schedule.

If the Project Description, Scope of Services, and Fees and Conditions, as cited above are satisfactory, please indicate your acceptance by signing both of the enclosed proposals and returning one of them to us for our records.

We welcome the opportunity to submit this proposal for professional services to you for your consideration. We look forward to working with and for you on this exciting project.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.


Bradley P. Sanderson, P.E.
Vice President

BPS/jam

pc: DMT, JTW, JAM, EEI



EXHIBIT A-1
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
 RIVERFRONT PARK BOAT LAUNCH
 United City of Yorkville, IL
 July 19, 2019



WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
		HOURLY RATE:	\$203	\$197	\$165	\$141	\$197	\$178	\$165	\$178	\$141	\$70		
FINAL ENGINEERING														
2.1	Project Management and Administration		2	16										\$ 3,558
2.2	Project Meetings		1	2										\$ 597
2.3	Topographic Survey				1		5		5					\$ 1,975
2.4	Contract Document Preparation			8	20	8								\$ 6,004
2.5	Bidding and Contracting			8										\$ 1,576
2.6	Grant Administration			20	20			4			4			\$ 8,516
Final Engineering Subtotal:			3	54	41	8	5	4	5	-	4	-	-	\$ 22,226
PROJECT TOTAL:			3	54	41	8	5	4	5	-	4	-	-	22,226

DIRECT EXPENSES	
Printing =	\$ -
Mileage =	\$ -
	\$ -
	\$ -
DIRECT EXPENSES =	\$ -

LABOR SUMMARY	
Engineering Expenses =	\$ 19,140
Surveying Expenses =	\$ 2,522
Drafting Expenses =	\$ 564
Administrative Expenses =	\$ -
TOTAL LABOR EXPENSES =	\$ 22,226

TOTAL EXPENSES =	\$ 22,226
-------------------------	------------------





Standard Schedule of Charges

January 1, 2019

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$208.00
Principal	E-3	\$203.00
Senior Project Manager	E-2	\$197.00
Project Manager	E-1	\$178.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$165.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$153.00
Project Engineer/Planner/Surveyor	P-4	\$141.00
Senior Engineer/Planner/Surveyor	P-3	\$129.00
Engineer/Planner/Surveyor	P-2	\$117.00
Associate Engineer/Planner/Surveyor	P-1	\$106.00
Senior Project Technician II	T-6	\$153.00
Senior Project Technician I	T-5	\$141.00
Project Technician	T-4	\$129.00
Senior Technician	T-3	\$117.00
Technician	T-2	\$106.00
Associate Technician	T-1	\$ 93.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$168.00
2 Man Field Crew with Standard Survey Equipment	\$262.00
1 Man Field Crew with RTS or GPS *	\$208.00
2 Man Field Crew with RTS or GPS *	\$302.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)
Reimbursable Direct Costs & Services by Others	Cost + 10%

*RTS = Robotic Total Station / GPS = Global Positioning System

OSLAD APPLICATION CHECKLIST

This checklist **MUST BE** completed and attached to the front of the application when submitted to IDNR for consideration. (Initial each item, as appropriate, to signify it is contained within the application.)

NOTE: Only one (1) copy of the full application is required. *Applications will not be returned.*

PROJECT SPONSOR: _____

PROJECT TITLE: _____

TYPE OF PROJECT: ☐ **Acquisition**
 ☐ **Development**
 ☐ **Combination (Dev. project with land donation)**

Project discussed with DNR grants staff prior to application submittal: **YES** ☐ **NO** ☐

IDNR Grant Administrator's name: _____ **Date discussed:** _____

<u>FORM / ATTACHMENT</u>	<u>TITLE</u>
<input type="checkbox"/> DOC-1	GENERAL PROJECT DATA <input type="checkbox"/> Map showing location of ALL existing parkland within jurisdiction (reference 14a) <input type="checkbox"/> Park information matrix attached to map
<input type="checkbox"/> DOC-2	ACQUISITION DATA (Acquisition & Combination Projects only)
<input type="checkbox"/> DOC-2A	ACQUISITION HISTORY & CERTIFICATION (Development Projects only)
<input type="checkbox"/> DOC-3	RESOLUTION OF AUTHORIZATION
<input type="checkbox"/> DOC-4	DEVELOPMENT DATA
<input type="checkbox"/> DOC-5	PRELIMINARY RELOCATION PLAN (Acquisition Projects only)
<input type="checkbox"/> DOC-6 (federal)	ASSURANCE OF COMPLIANCE (Acquisition Projects only)
<input type="checkbox"/> Form DI 1954	CERTIFICATION REGARDING FEDERAL DEBARMENT (Acquisition Projects only)
<input type="checkbox"/> ATTACHMENT A-1	NARRATIVE STATEMENT
<input type="checkbox"/> ATTACHMENT A-1a	SWIMMING FACILITY JUSTIFICATION ADDENDUM (if applicable)
<input type="checkbox"/> ATTACHMENT A-2	LOCATION MAP ^(*)
<input type="checkbox"/> ATTACHMENT A-3	SITE DEVELOPMENT PLAN ^(*)
<input type="checkbox"/> ATTACHMENT A-3a	PRELIMINARY FLOOR PLANS & ELEVATION DRAWINGS (Development Projects only)
<input type="checkbox"/> ATTACHMENT A-3b	PLAYGROUND PLANS (Development Projects only)
<input type="checkbox"/> ATTACHMENT A-4	PREMISE PLAT MAP for project site ^(*)
<input type="checkbox"/> ATTACHMENT A-5	ENVIRONMENTAL ASSESSMENT STATEMENT <input type="checkbox"/> IL Dept. of Agriculture Prime Farmland Sign-Off (if applicable, acquisition only) <input type="checkbox"/> Cultural Resources, Endangered Species & Wetlands Review Sign-Off (3 copies required)
<input type="checkbox"/> ATTACHMENT A-6	COMMITMENT FOR TITLE INSURANCE, DEED, LEASE
<input type="checkbox"/> ATTACHMENT A-7	COPY OF FEMA FLOOD MAP FOR PROJECT AREA
<input type="checkbox"/> ATTACHMENT A-8	RELEVANT EXCERPTS FROM LOCAL MASTER PLAN TO JUSTIFY PROJECT <i>(Provide summary of how public involvement was solicited, public mtg notification, minutes, etc.)</i>
<input type="checkbox"/> ATTACHMENT A-9	APPRAISER QUALIFICATIONS (Acquisition Projects only)

(*) **MUST be drawn to scale and contain a north arrow.**

Revised 04/2015

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
AUTHORIZING THE APPLICATION FOR AN OSLAD GRANT FOR THE
DEVELOPMENT OF BEECHER PARK**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”) is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the “*Municipal Code*”) (65 ILCS 5/65-1-1-2, *et seq.*); and,

WHEREAS, the Park Board of the City reviewed the existing conditions at Beecher Park and have realized that there is a definite need to replace and improve certain equipment and redesign the public space of Beecher Park to better serve the residents of the City; and,

WHEREAS, in order to proceed, the City intends to submit an application for an OSLAD grant to assist with the costs to be incurred in connection with the improvements to Beecher Park which application requires confirmation of the authority to proceed from the Mayor and City Council as provided in form OS/DOC-3 attached hereto.

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 City is hereby committed to meet all of the requirements as set forth in Resolution of Authorization as set forth in Form OS/DOC-3 in order to participate in the OSLAD Grant Program to assist with the proposed improvements to Beecher Park.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the Form OS/DOC-3, Resolution of Authorization and to undertake any and all actions as may be required to implement the terms of the OSLAD Grant Program.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2019.

KEN KOCH	_____	DAN TRANSIER	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVAR TARULIS	_____	JASON PETERSON	_____

Mayor

Attest:

City Clerk

OSLAD Grant Program Resolution of Authorization

Form OS/DOC-3

Applicant (Sponsor) Legal Name: _____

Project Title: _____

The _____ (Sponsor) hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The _____ (Sponsor) further acknowledges and certifies that it will comply with all terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property **acquired** with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the _____ (Sponsor) certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the _____ (Sponsor)
on the _____ day of _____ (month), _____ (year)

Name (printed / typed)

Attested by: _____

Signature

Date: _____

Title



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

Agenda Item Number

Park Board #2

Tracking Number

CC 2019-49

Agenda Item Summary Memo

Title: Riverfront East Boat Launch Budget Amendment

Meeting and Date: City Council – August 13, 2019

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Tim Evans Parks and Recreation
Name Department

Agenda Item Notes:



Memorandum

To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Scott Sleezer, Superintendent of Parks
Date: August 1, 2019
Subject: Riverfront Park East Boat Launch Proposal

Summary

Riverfront Park East Boat Launch Proposal

Background

As previously discussed at the April City Council meeting, staff has noticed an increase in small fishing boats wanting to go north of the Marge Cline White Water Course and in result have created an unsafe launch area between the ADA Canoe/Kayak Launch System and Fishing Pier. Currently there is an official boat launch available south of the Marge Cline White Water Course near the Parks and Recreation Administration Office. In April 2019, City Council approved the transfer of \$90,000 from the Parks and Recreation operating budget to the capital budget for the future purchase of two (2) parks trucks at \$70,000 and to install a boat launch in East Riverfront Park for \$20,000. In May, City Council approved the purchase of the Park trucks. Attached are designs and pictures of the proposed boat launch as well as the Professional Service Agreement for Engineering Enterprises Inc., as staff will need their assistance to successfully complete this project.

Recommendation

Staff seeks City Council approval of the Park Board recommendation to install the East Riverfront Boat Launch and budget amendment.



Engineering Enterprises, Inc.

May 9, 2019

Mr. Tim Evans
Director of Parks and Recreation
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

**Re: Professional Design Engineering Services
Riverfront Park Boat Ramp
United City of Yorkville, Illinois**

Dear Mr. Evans:

Thank you for the opportunity to submit this proposal for professional design engineering services for the proposed Riverfront Park Boat Ramp project.

PROJECT DESCRIPTION

The Yorkville Parks and Recreation Department, hereinafter referred to as Client, proposes to construct a boat ramp for public use at Riverfront Park located along the south shore of the Fox River in the United City of Yorkville approximately 600 feet east of the Illinois Route 47 bridge. Project will include a new 12-foot wide concrete boat ramp incorporated into the existing park improvements completed in 2017.

SCOPE OF SERVICES

Our firm purposes to furnish the necessary personnel, materials, equipment and transportation to make necessary investigations, measurements, computations and analysis to perform field and office civil engineering services in accordance with the detailed scope of services listed below, accepted civil engineering practices, current City ordinances and regulations, and the requirements of all permitting agencies.

Plan Preparation – EEI will utilize their existing topographical survey and the completed 2017 and 2018 site improvements to create the base drawing for the boat launch plans. EEI's Design Engineer will perform one (1) field visit to verify existing conditions. The final plans will include detailed grading, boat launch design, material callouts, SESC and dewatering details, and construction/specification notes. The final plans, signed and sealed by a licensed Professional Engineer, will provide sufficient detail to be used for the construction of the boat ramp.

Permitting – EEI will prepare and submit permit applications, coordinate with the permitting agencies, and acquire the necessary permits to construct the boat launch. The following permits will be required prior to construction:

- Illinois Department of Natural Resources Office of Water Resources (IDNR-OWR) permit
- CCDD LPC-662

Meetings – EEI will attend a maximum of one (1) project meeting with the Client and/or other permitting jurisdiction. Any other meetings can be attended on a time and material basis with prior authorization from the Client.

Project Management and Administration – EEI will assign a qualified Project Manager to oversee the project, communicate with the Client, and ensure that the scope, schedule and budget as outlined in this agreement are met.

ITEMS NOT COVERED UNDER THIS SCOPE OF SERVICES

The following items are specifically excluded from EEI's Scope of Work:

- Topographic, Boundary or ALTA Survey
- Plat of Survey
- Utility Improvements
- Landscape Design*
- Lighting Design*
- Wetland Delineation or Mitigation*
- Detailed Stormwater Management Design and/or Calculations
- Cost Estimates
- Bidding & Contracting Services
- Construction Engineering Services
- (*Subconsultant fees/hourly rates would apply)

Work not covered under the Scope of Work will be performed at an hourly rate for the various classifications of employees who will perform the work as listed on the attached Standard Schedule of Charges dated January 1, 2019, or in accordance with a separate proposal.

FEES AND CONDITIONS

The proposed methods of payment for the required professional services are at Lump Sum (LS), Hourly (HR) and/or Actual Cost (AC) fees for the various classifications of employees who will perform the work as listed on the Standard attached Schedule of Charges dated January 1, 2019.

A brief explanation of the reasons for the various proposed Lump Sum, Hourly and/or Actual Cost fees is in order and is as follows: 1. the proposed Lump Sum fee is for work that is clearly defined and is under our control; and 2. the proposed Hourly fee is for work that is subject to unknown conditions, and other conditions that are not under our control; and 3. the proposed Actual Cost fee is for work and/or expenses the exact cost of which cannot be determined in advance.

The proposed method and amount of payment for the Design Engineering Scope of Services is **\$5,940 Lump Sum** as outlined on Exhibit 2.

Reimbursable expenses are in addition to the lump sum fee and may include plotting and reproduction of documents, postage and delivery fees for submittals to the Client, and any jurisdiction.

All permit fees are the responsibility of the Client. EEI will identify related permit fees and communicate these fees with the Client in time to submit an application to the authorizing jurisdiction.

This proposal shall be in effect for a period of thirty (30) days from the date of this proposal. If this proposal is not accepted within that period of time, our firm reserves the right to withdraw or revise this proposal.

Payment for all work will be based on invoices submitted periodically by our firm, but not more frequently than monthly as the work progresses. Invoices will be payable by the Client within 30 days of the date of the invoice.

QUALIFICATIONS

EEI is actively engaged in the planning, design and construction of recreational projects throughout Kane and Kendall Counties and northeastern Illinois.

While various members of our firm will perform the work on this project, the principal contact person with our firm will be Julie Morrison, P.E., Senior Project Manager.

ACCEPTANCE

We will give our full attention to the project so that it may be finalized as soon as practicable, consistent with performance of our services, and other considerations. We understand that the Client would like to have the proposed improvements permitted and constructed as soon as practicable in the 2019 construction season and we have the experienced staff available to meet this requirement. See Exhibit 3 for the project schedule.

If the Project Description, Scope of Services, and Fees and Conditions, as cited above are satisfactory, please indicate your acceptance by signing both of the enclosed proposals and returning one of them to us for our records.

We welcome the opportunity to submit this proposal for professional services to you for your consideration. We look forward to working with and for you on this exciting project.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/tam

pc: DMT, EEI
JAM, EEI
TAM, EEI

AGREEMENT

All terms and conditions to this Agreement for Professional Services

accepted this _____ day of _____, 2019.

By _____

By _____

United City of Yorkville
Organization

800 Game Farm Road
Address

<u>Yorkville</u>	<u>IL</u>	<u>60560</u>
City	State	Zip

Accepted this _____ day of _____, 2019.

ENGINEERING ENTERPRISES, INC.
Organization

52 Wheeler Road
Address

(corporate seal)

<u>Sugar Grove</u>	<u>IL</u>	<u>60554</u>
City	State	Zip

By _____

Vice President

By _____

Secretary



EXHIBIT 2
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
RIVERFRONT PARK BOAT LAUNCH
 United City of Yorkville, IL
 May 9, 2019



WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM	
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.			
		HOURLY RATE:	\$203	\$197	\$165	\$141	\$197	\$178	\$165	\$178	\$141	\$70			
FINAL ENGINEERING															
2.1	Project Management and Administration	-	4	-	-	-	-	-	-	-	-	4	\$	788	
2.2	Project Meetings	-	1	-	2	-	-	-	-	-	-	3	\$	479	
2.3	Plan Preparation	-	3	-	20	-	-	-	-	-	-	23	\$	3,411	
2.4	Permitting	-	-	-	9	-	-	-	-	-	-	9	\$	1,269	
Final Engineering Subtotal:		-	8	-	31	-	-	-	-	-	-	39	\$	5,947	
PROJECT TOTAL:		-	8	-	31	-	-	-	-	-	-	39		5,947	






DIRECT EXPENSES	
Printing =	\$ -
Mileage =	\$ -
Material Testing =	\$ -
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ -

LABOR SUMMARY	
Engineering Expenses =	\$ 5,947
Surveying Expenses =	\$ -
Drafting Expenses =	\$ -
Administrative Expenses =	\$ -
TOTAL LABOR EXPENSES =	\$ 5,947

TOTAL EXPENSES =	\$ 5,947
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EXHIBIT 3
ANTICIPATED PROJECT SCHEDULE
 RIVERFRONT PARK BOAT LAUNCH
 UNITED CITY OF YORKVILLE, IL
 May 9, 2019

WORK ITEM NO.	WORK ITEM	Year:	2019																															
		Month:	April				May				June				July				August				September				October				November			
		Week Starting:	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
FINAL DESIGN ENGINEERING																																		
2.1	Project Management and Administration																																	
2.2	Project Meetings																																	
2.3	Plan Preparation																																	
2.4	Permitting																																	
	Construction																																	

Legend	
	Project Management
	Project Meetings
	Plan Preparation
	Permitting
	Construction

G:\Public\Yorkville\2019\YO1914-P Riverfront Park Boat Launch\PSA\03.Exhibit 3 - Schedule.xls\Schedule

Notes: Public Works Committee Meeting 21-May
 Target City Council Approval 28-May
 Target Design Start Date 3-Jun
 IDNR - 30 day review + 21 day Public Notice
 Target Construction Start Date 19-Aug



Standard Schedule of Charges

January 1, 2019

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$208.00
Principal	E-3	\$203.00
Senior Project Manager	E-2	\$197.00
Project Manager	E-1	\$178.00
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Technician	T-2	\$106.00
Associate Technician	T-1	\$ 93.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

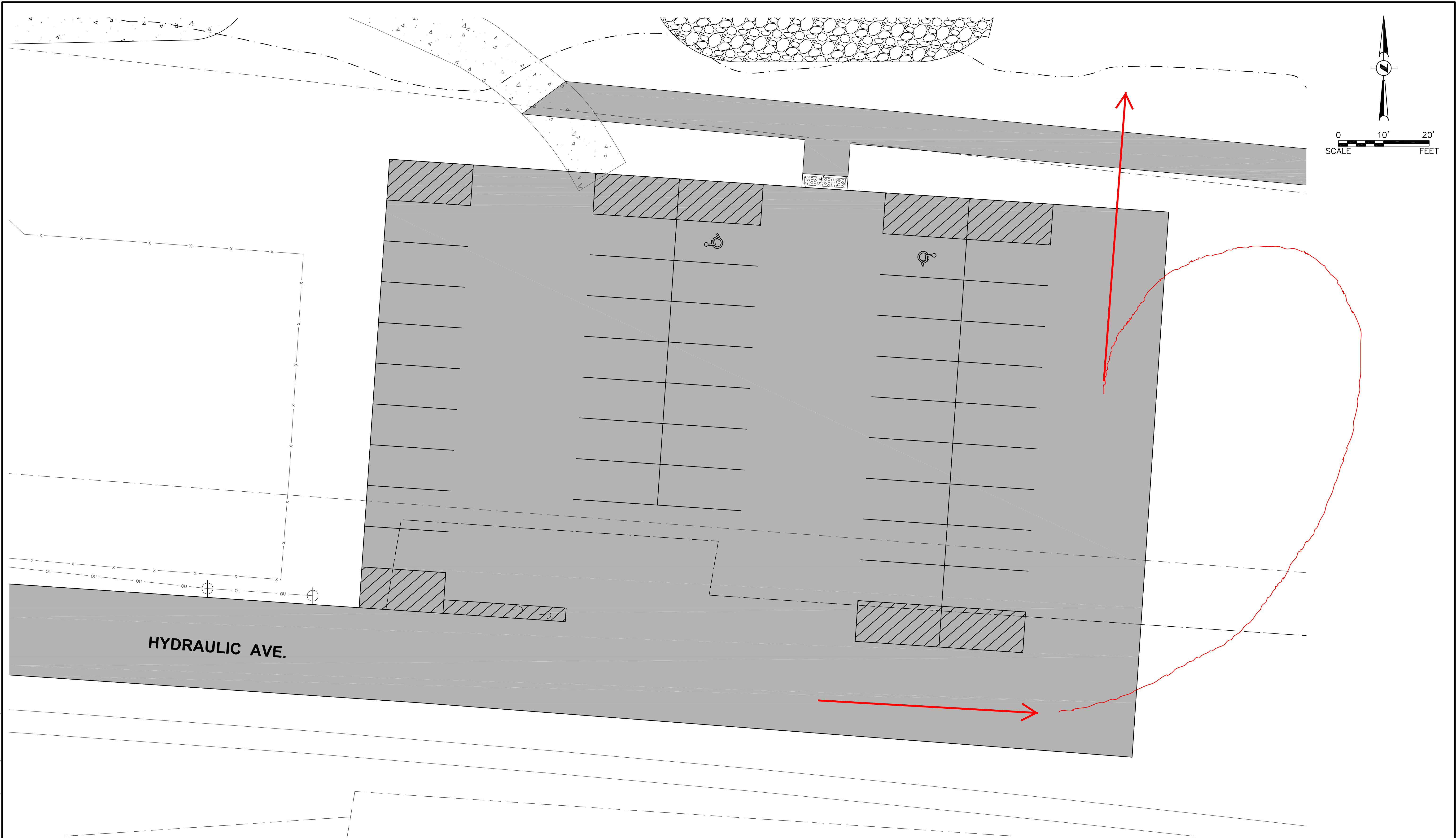
CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$168.00
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Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)
Reimbursable Direct Costs & Services by Others	Cost + 10%

*RTS = Robotic Total Station / GPS = Global Positioning System







Plotted: October 4, 2018 @ 10:44 AM By: Kris Pung - Tab: Parking Lot East 22x34

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Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

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

0 1
Bar represents 1" at
FULL size plotted
scale. Percentage
to 1" to be applied
to stated scales.

NO.	DATE				REVISIONS

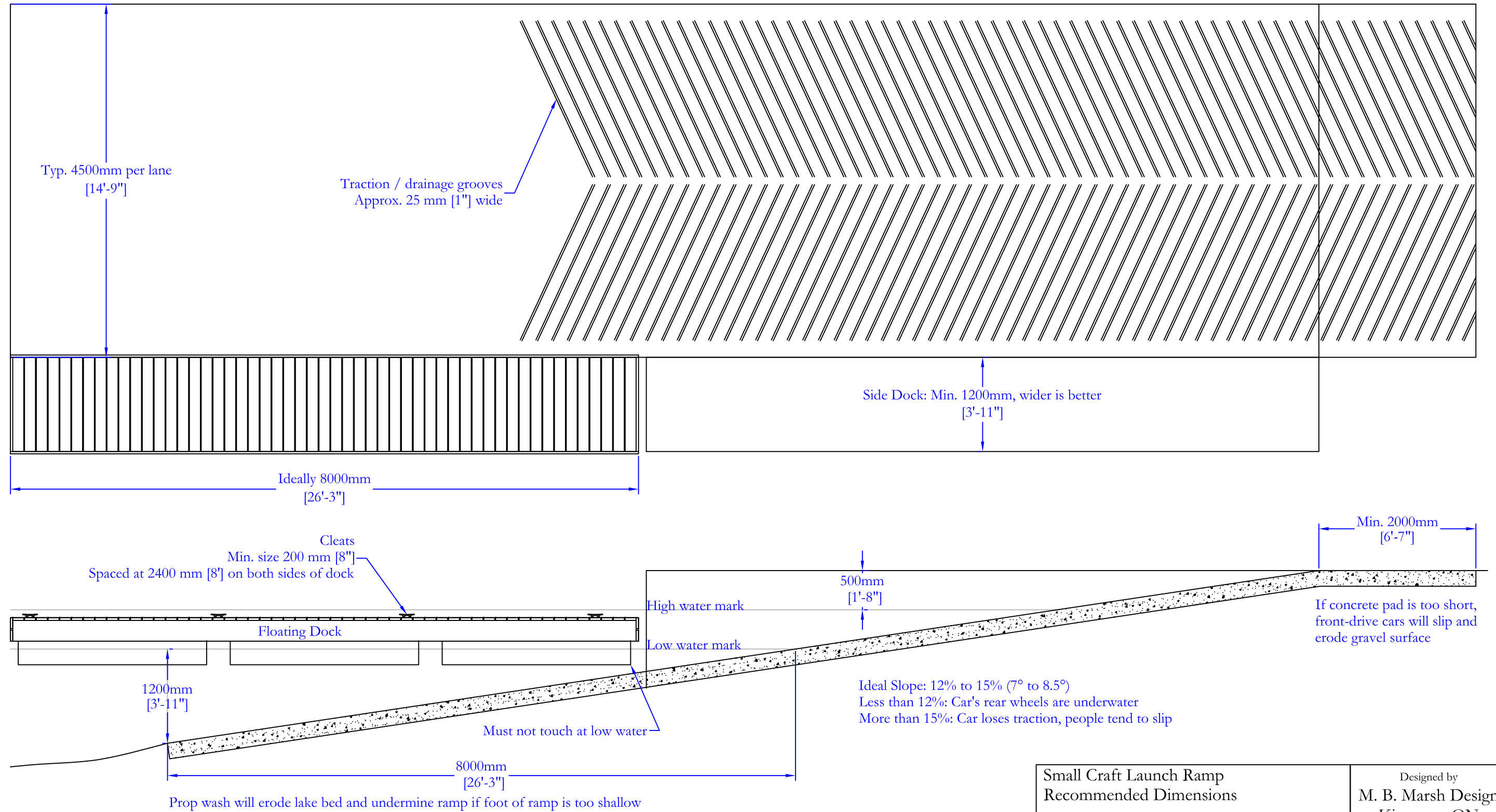
RIVERFRONT PARK
IMPROVEMENTS

RIVERFRONT PARK - EAST
PARKING LOT

DATE:	2018
PROJECT NO:	Y01404
FILE:	Y01404-PARKING
SHEET	1 OF 2

Path: H:\SSDKPRO\Y01404\DWG\DWG EXHIBIT\Y01404-PARKING

Verify plot scale with outer border: 250 x 390 mm



Important note:
M.B. Marsh Design has released this drawing into the public domain under Creative Commons CC0, <https://creativecommons.org/publicdomain/zero/1.0/>
This drawing is for reference only; anyone building a ramp is responsible for ensuring that ramp complies with all local codes, regulations and permit requirements.
Matthew Marsh and M.B. Marsh Design assume no liability of any kind for any losses you or any other party may incur in connection with the use of this drawing.

Small Craft Launch Ramp Recommended Dimensions		Designed by M. B. Marsh Design Kingston, ON	
Scale	1:50	Sheet 1	of 1
Date (current rev.)		8-Nov-12	
Design Ref. 014		Launch Ramp	
Client		Free Use (CC0 Public Domain)	
		http://www.marsh-design.com	

C:\Users\Matthew\Documents\Marine\Examples\2012-10 launch ramp\launch ramp.dwg

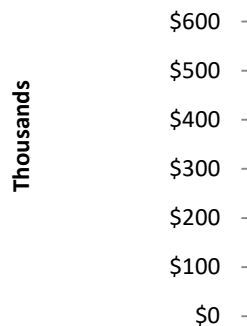
Tabloid

- REMOVE AGGREGATES (RESTORATION OF OTHERS)

VEHICLE & EQUIPMENT FUND (25)

This fund primarily derives its revenue from monies collected from building permits, fines and development fees. Revenues are used to purchase vehicles and equipment for use in the operations of the Police, General Government, Public Works Street Operations and Park & Recreation departments.

	FY 2017 Actual	FY 2018 Actual	FY 2019 Amended Budget	<u>Unaudited</u> FY 2019 Projected	FY 2020 Adopted Budget	FY 2020 Amended Budget
Revenue						
Licenses & Permits	134,050	229,575	145,000	243,142	109,500	109,500
Fines & Forfeits	6,608	8,730	6,700	8,640	8,650	8,650
Charges for Service	236,948	201,102	306,652	248,721	40,112	40,112
Investment Earnings	86	596	150	862	850	850
Miscellaneous	259,697	1,975	2,000	6,579	2,000	2,000
Total Revenue	637,389	441,978	460,502	507,944	161,112	161,112
Expenditures						
Contractual Services	31,526	53,799	10,500	8,517	14,500	14,500
Supplies	-	-	36,411	34,411	16,080	16,080
Capital Outlay	264,262	228,305	388,200	249,299	388,000	408,000
Debt Service	73,034	73,034	73,034	75,058	77,890	77,890
Total Expenditures	368,822	355,138	508,145	367,285	496,470	516,470
Surplus (Deficit)	268,567	86,840	(47,643)	140,659	(335,358)	(355,358)
<i>Police Capital - Fund Balance</i>	-	-	-	-	-	(6,068)
<i>General Gov - Fund Balance</i>	-	-	-	-	-	-
<i>PW Capital - Fund Balance</i>	-	37,930	6,435	91,907	91,561	(115,867)
<i>Parks & Rec Capital - Fund Balance</i>	270,407	319,316	257,366	405,998	226,870	264,482
Ending Fund Balance	270,407	357,246	263,801	497,905	318,431	142,547
	73.3%	100.6%	51.9%	135.6%	64.1%	27.6%



United City of Yorkville **Vehicle & Equipment Fund**

25

VEHICLE & EQUIPMENT FUND REVENUE

VEHICLE & EQUIPMENT FUND REVENUE		Unaudited					
Account	Description	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Adopted	FY 2020 Amended
Licenses & Permits							
25-000-42-00-4215	DEVELOPMENT FEES - POLICE CAPITAL	32,100	51,511	55,000	63,225	30,000	30,000
25-000-42-00-4216	BUILD PROGRAM PERMITS	28,700	44,935	-	2,720	-	-
25-000-42-00-4217	WEATHER WARNING SIREN FEES	-	224	-	217	-	-
25-000-42-00-4218	ENGINEERING CAPITAL FEES	8,600	11,000	12,000	19,550	10,000	10,000
25-000-42-00-4219	DEVELOPMENT FEES - PW CAPITAL	60,350	116,205	72,000	147,655	64,500	64,500
25-000-42-00-4220	DEVELOPMENT FEES - PARK CAPITAL	4,300	5,700	6,000	9,775	5,000	5,000
Total:	Licenses & Permits	\$134,050	\$229,575	\$145,000	\$243,142	\$109,500	\$109,500
Fines & Forfeits							
25-000-43-00-4315	DUI FINES	5,865	8,130	6,000	7,994	8,000	8,000
25-000-43-00-4316	ELECTRONIC CITATION FEES	743	600	700	646	650	650
Total:	Fines & Forfeits	\$6,608	\$8,730	\$6,700	\$8,640	\$8,650	\$8,650
Charges for Service							
25-000-44-00-4418	MOWING INCOME	1,955	894	2,000	2,167	2,000	2,000
25-000-44-00-4419	COMMUNITY DEVELOPMENT CHARGEBACK	-	-	40,000	44,985	-	-
25-000-44-00-4420	POLICE CHARGEBACK	97,459	130,208	140,241	77,158	24,032	24,032
25-000-44-00-4421	PUBLIC WORKS CHARGEBACK	63,626	-	-	-	-	-
25-000-44-00-4427	PARKS & RECREATION CHARGEBACK	73,908	70,000	90,000	90,000	-	-
25-000-44-00-4428	COMPUTER REPLACEMENT CHARGEBACK	-	-	34,411	34,411	14,080	14,080
Total:	Charges for Service	\$236,948	\$201,102	\$306,652	\$248,721	\$40,112	\$40,112
Investment Earnings							
25-000-45-00-4522	INVESTMENT EARNINGS - PARK CAPITAL	86	350	150	862	850	850
25-000-45-00-4550	GAINS ON INVESTMENT	-	246	-	-	-	-
Total:	Investment Earnings	\$86	\$596	\$150	\$862	\$850	\$850
Miscellaneous							
25-000-48-00-4852	MISCELLANEOUS INCOME - POLICE CAPITAL	435	214	-	412	-	-
25-000-48-00-4854	MISCELLANEOUS INCOME - PW CAPITAL	5,100	1,761	2,000	99	2,000	2,000
25-000-49-00-4920	SALE OF CAPITAL ASSETS - POLICE CAPITAL	5,990	-	-	6,068	-	-
25-000-49-00-4922	SALE OF CAPITAL ASSETS - PARK CAPITAL	248,172	-	-	-	-	-
Total:	Miscellaneous	\$259,697	\$1,975	\$2,000	\$6,579	\$2,000	\$2,000
Total: VEHICLE & EQUIP REVENUE		\$637,389	\$441,978	\$460,502	\$507,944	\$161,112	\$161,112

United City of Yorkville
Vehicle & Equipment Fund

225

PARKS & RECREATION CAPITAL EXPENDITURES

		FY 2017	FY 2018	FY 2019	Unaudited	FY 2020	FY 2020
Account	Description	Actual	Actual	Budget	FY 2019 Projected	Adopted	Amended
Contractual Services							
25-225-54-00-5405	BUILD PROGRAM	50	850	-	-	-	-
25-225-54-00-5406	RENEW PROGRAM	-	-	-	-	-	-
25-225-54-00-5462	PROFESSIONAL SERVICES	1,772	-	-	-	-	-
25-225-54-00-5495	OUTSIDE REAIR & MAINTENANCE	-	-	-	-	5,000	5,000
Total:	Contractual Services	\$1,822	\$850	\$0	\$0	\$5,000	\$5,000
Capital Outlay							
25-225-60-00-6020	BUILDINGS & STRUCTURES	-	-	20,000	-	-	20,000
25-225-60-00-6060	EQUIPMENT	53,908	5,264	50,000	11,675	50,000	50,000
25-225-60-00-6070	VEHICLES	-	19,903	70,000	-	70,000	70,000
Total:	Capital Outlay	\$53,908	\$25,167	\$140,000	\$11,675	\$120,000	\$140,000
Debt Service - Public Works Building							
25-225-92-00-8000	PRINCIPAL PAYMENT	1,298	1,357	1,418	1,376	1,392	1,392
25-225-92-00-8050	INTEREST PAYMENT	921	862	801	904	974	974
Total:	Debt Service - PW Building	\$2,219	\$2,219	\$2,219	\$2,280	\$2,366	\$2,366
Total: PARK & REC CAPITAL EXPENDITURES		\$57,949	\$28,236	\$142,219	\$13,955	\$127,366	\$147,366

Ordinance No. 2019-____

AN ORDINANCE AUTHORIZING THE THIRD AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2019 AND ENDING ON APRIL 30, 2020

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. 2019-24 on April 9, 2019 adopting an annual budget for the fiscal year commencing on May 1, 2019 and ending on April 30, 2020; 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 Vehicle & Equipment fund with respect to the United City of Yorkville’s 2019-2020 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.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
_____ day of _____, 2019.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2019.

MAYOR



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

Agenda Item Number

City Council Report #1

Tracking Number

ADM 2018-88 and EDC 2019-69

Agenda Item Summary Memo

Title: Sale of 111 W. Madison (Old Jail)

Meeting and Date: City Council – August 13, 2019

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: EDC 08-06-19 Action Taken: Moved forward to City Council agenda.

Item Number: EDC 2019-69

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson

Name

Administration

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: August 8, 2019
Subject: Old Jail sale, development, TIF agreement

Summary

Status update on the draft agreement for sale, development, and TIF incentives for the Old Jail at 111 W Madison St.

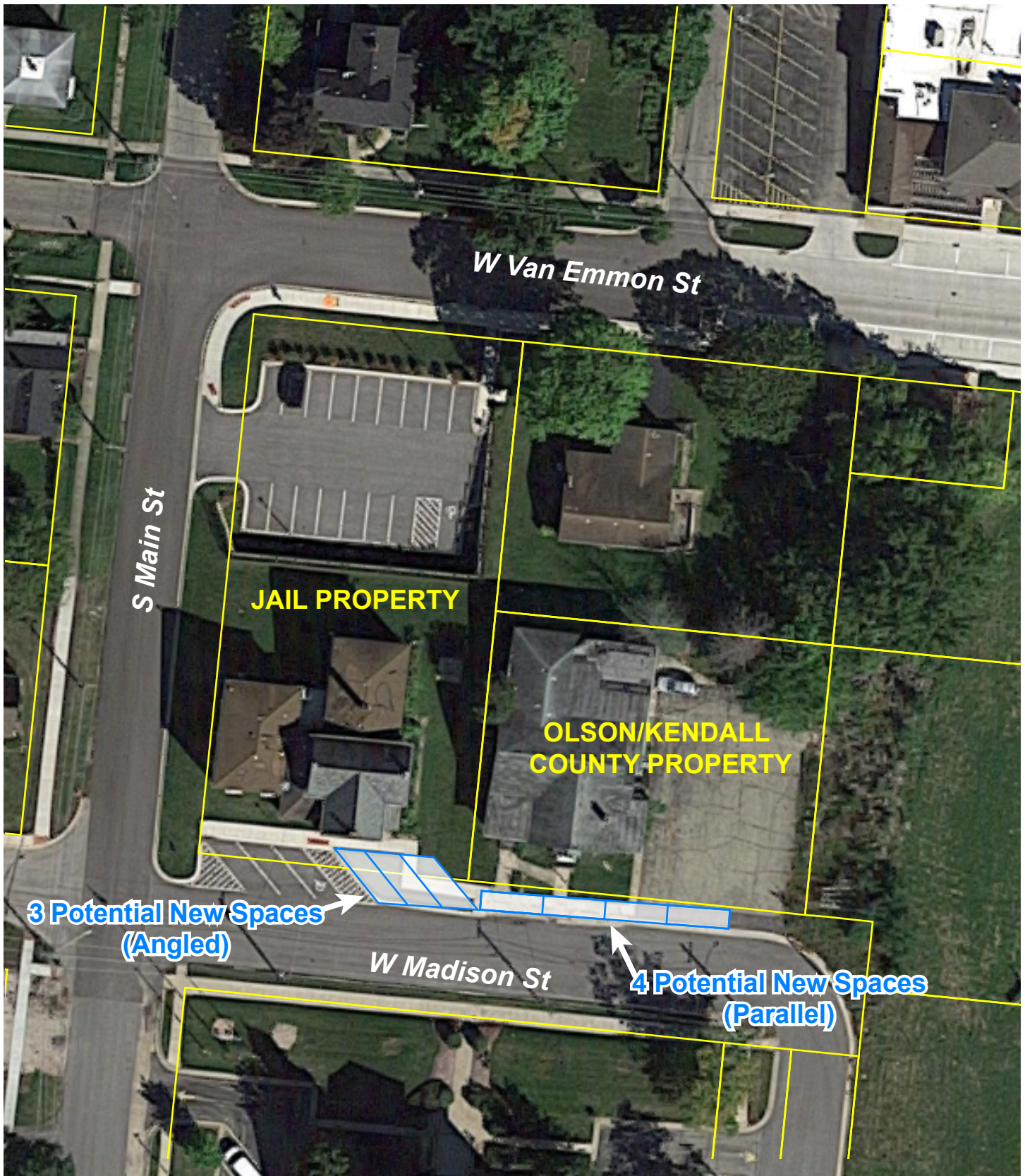
Background

This item was last discussed at the August 6th Economic Development Committee meeting. At that meeting, the committee reviewed the attached term sheet and memo and was generally in favor of the terms presented. As stated in the meeting, staff had proactively started to draft a development agreement last week, with the hopes of having that agreement ready for the August 13th City Council meeting. However, at time of packet creation the agreement still had several sections yet to be finalized. If that status changes, I will notify the City Council immediately.

One of the items that has come up during the final phases of agreement negotiation involves the parking spaces on Madison St, directly south of the jail (map attached). The term sheet contemplates a scenario where the City works to plan and construct a few additional parking spaces to the east of the existing spaces – and potentially adjacent to the County’s “Olson” property. In this term sheet scenario, the City would first figure out whether those spaces can be physically added, then allows the developer to agree to pay the City for the cost of asphalt for those spaces (i.e. the City paves them with it’s in-house staff and equipment), and then the City leases those parking spaces back to the developer for their use for a ~20 year term. However, in finalizing those details we realized that the existing parking spaces are half on the private property and half in the right-of-way. This is not an issue for the City since the property is owned by the City and the City has wide use of the right-of-way; but it will be an issue when the property is sold to a private entity. The two choices are two either reorient those parking spaces to parallel parking (resulting in a net loss of parking spaces) or to allow the developer to use/lease those parking spaces for private use. Since we view parallel parking and a net loss of parking as a negative, staff feels it is reasonable to allow the sections of the parking spaces that are within the right-of-way to be leased/used by the developer for their private tenant and customer parking. We think that the section within the term sheet that governs the creation of additional spaces at the developer cost still applies and can be left in, also.

Recommendation

Staff requests feedback on the Madison St parking spaces, and the rest of the terms in the term sheet as discussed at the August 6th Economic Development Committee meeting.



COUNTY JAIL ADDITIONAL POTENTIAL PARKING

UNITED CITY OF YORKVILLE, ILLINOIS

ADDRESS: 800 Game Farm Road, Yorkville Illinois

DATE: August 6, 2019

DATA: All permit data and geographic data are property of the United City of Yorkville

LOCATION: (I:)//Community Development/Jail Map.pdf



Memorandum

To: Economic Development Committee
From: Bart Olson, City Administrator
CC:
Date: July 30, 2019
Subject: Jail sale term sheet

Summary

Review of a term sheet for sale of the Historical Jail to KCJ Restoration, LLC (McKnight proposal).

Background

This item was last discussed by the City Council at the July 23rd meeting. At that meeting, the City Council heard a status update from staff that the negotiations for sale of the jail were ongoing. At this time, the majority of the development, sale, and TIF proposals have been agreed upon in concept. The narratives for those proposals are included in the attached term sheet. If the Economic Development Committee is ok with these terms, it is the intent to get a purchase, sale, and TIF agreement ready for the August 13th City Council meeting. While the developer has no hard deadline for purchase and close of the property, the building continues to take on water during weather events, and the proposer is concerned about moisture observed on the floor joists in the historical section.

The outline of the term sheet is as follows:

Section 1 – Developer name

Section 2 – Property boundaries. The exact legal description will be created at a later date, but the sale will not include the parking lot. Staff and the developer will decide upon an agreeable east-west property subdivision between the building and the parking lot to the north. The subdivision of the building from the parking lot may or may not require City Council action, depending on if the lots meet the Plat Act exemptions. The agreed upon purchase price will be the \$1,000 as originally proposed by the developer in their first submittal.

Section 3 – Right of first refusals, etc.

- The City has a right of first refusal on the property, until the project is complete. This protects the City from a scenario where the project is not completed and/or abandoned. Assuming the developer decides to sell the property during that stage, the City would have the option to match the offer and complete the project itself or sell to another developer.
- The developer has right of first refusal on the parking lot for the next 20 years. The building site has no available on-site parking, and so the developer is concerned that a successful project and continued success in the downtown on other properties will create a parking shortage. On the off-chance the City thinks the parking lot should be sold in the future, the developer would like the ability to match the offer and own the parking lot themselves.

- The City will add a deed restriction that the historic, eastern part of the building may never be torn down. The garage portion of the building has no such restriction going forward. This deed restriction could be lifted by mutual agreement between a future landowner and a future City Council.

Section 4 – Zoning issues

- The property is currently zoned B-1, which does not permit residential apartments on the ground floor. The property will need to be rezoned to R-3 or R-4 immediately following the approval of the agreement, which the City staff would support. However, if the City's Form Based Code is approved, the code would allow apartments on this property with no further City Council action.
- The commercial/historic side of the building is currently proposed to remain as B-1, although the City staff would support a more intense B-zoning district, if needed. The current permitted uses in B-1 will be referenced in this agreement (ex. bakeries, bookstores, coffee shops, community centers, offices, microbrewery/brewpub/microdistillery/microwineries, photography studio, restaurant, retail store, etc.) to protect the developer from future zoning changes. If the City's Form Based Code is approved, the code would allow more commercial uses such as hotel/motels.

Section 5 – Shows the intent of the developer, per their proposal.

Section 6 – Shows the intent of the project budget from the developer, per their proposal. The agreement will not contain any commitment to these dollar amounts, other than the cumulative TIF incentives paid out under Section 7 will never be able to exceed the TIF eligible expenses contained within this project budget.

Section 7 – Incentives. Finance Director Fredrickson has prepared the attached budget spreadsheet to show the long-term impacts of the incentives on Downtown TIF 2. In general:

- The City will pay the developer \$30,000 in TIF incentive after the roof has been fixed, and \$50,000 after the asbestos and lead-based paint is remediated. This combined \$80,000 is the equivalent to the cost of the City tearing down the building. We anticipate both payouts to occur by the end of calendar year 2019.
- The City will pay the developer \$17,500 in TIF incentive when the residential units in the building are fully complete. This money is coming from the entirety of the TIF 2 budget, and represents the City's risk in the TIF deal. We anticipate this payout to occur by the end of calendar year 2020.
- The City will pay the developer \$17,500 in TIF incentive when the commercial units are fully complete (no tenant required). This money is coming from the entirety of the TIF 2 budget, and represents the City's risk in the TIF deal. We anticipate this payout to occur by the end of 2021.
- During the construction of the building and for two years after the building is complete, the City will rebate 100% of all incremental property taxes on the jail property to the developer. We anticipate this payout to occur in FY 22, FY 23, and FY 24. This money will come from the incremental property taxes on the property and not from other funds within the TIF 2 budget, and this money is not guaranteed. For example, if the assessment on the property remains at zero all

the way through construction, no property taxes will be paid nor will any property taxes be rebated.

- After the 100% construction/post-construction rebates are satisfied above, the City will rebate the following percentages of incremental property taxes for 10 years or until the total payouts under this section reach an actual value of \$150,000:

- o 90% for a period of 4 years and then
- o 85% for a period of 3 years and then
- o 80% for a period of 3 years

This money will come from the incremental property taxes on the property and not from other funds within the TIF 2 budget, and this money is not guaranteed. For example, if the incremental property taxes on the property only equate to \$5,000, the developer would receive 90%/85%/80% of that \$5,000. The developer's estimate is that the property will generate ~\$14,000 in property taxes when fully built out. For purposes of the attached budget illustration (referenced above), Rob and I assumed an inflationary growth to those property taxes over the life of the TIF.

- For the entire length of any TIF payments to the developer, if there are any students living on the property, the state law requires the City to set aside some of the incremental property taxes for the school district. For the section of TIF incentives referenced immediately above, the TIF incentives would be calculated from the remaining net amount of the incremental property taxes (i.e. after the school district set aside is done).
- All of the above is subject to the normal TIF requirement that we can only provide the above TIF payments if the developer has an equivalent or greater amount of TIF eligible expenses. We anticipate that almost all of their entire renovation costs will be TIF eligible under the law.
- The City will waive all building permit fees, plan review fees, water meter fees, water connection fees, and sewer connection fees for any part of the property for 5 years, and for the historic part of the property (jail section) for 10 years. These are foregone revenues and will not be reflected as an expenditure anywhere in the budget.
- The City will install water, sewer, and residential electric services into the building. The City has employees with the in-house capabilities to complete these projects. The City's out of pocket hard costs will be approximately \$7,500 for the water and sewer service lines and approximately \$2,500 for the electrical services. The agreement will be drafted in such a way that the approximate cost for a contractor to complete the work will be referenced in the agreement, such that if the scope of the expected work for all of the services changes, the City and the developer will be able to re-address the City's participation in the work; in exchange, the value of the water and sewer service at \$15,000 and the electrical service at \$5,000 will be converted into a TIF incentive (this would require an amendment to the TIF agreement).
- The City and the developer will work together to extend the existing nose-in diagonal parking on Madison St, further to the east. Staff thinks that the ADA spot in this area can be reassigned elsewhere, freeing up two parking spaces at minimal cost, and that the parking area could be extended several spots to the east (with County participation). The developer has agreed to pay for the cost of the parking spots to be added, at a cost of \$2,000 per space up to a maximum of \$10,000 in exchange for lease-use of those new parking spaces. Attorney Orr has opined that a

long-term lease of these new parking spaces is possible, but it would require future City Council action. In this scenario, the City would likely be paving the spots with in-house equipment and staff, and the \$2,000 cost to the developer will cover the City's supply / hard-costs of the installation.

Section 8 – Parking issues

- Sections 8a and 8b dictate that there is ample public parking in the immediate area surrounding the property, and that the parking requirements under the zoning code for the developers most intense possible use under the zoning code are satisfied by the existing public parking. The developer is very concerned that future actions by the City and the County to sell off the public parking will result in adverse actions against the development should they change their business use. Section 8B(iv) clarifies that no further parking requirements will be placed against the property unless the property is rezoned by the developer.

Recommendation

Staff requests feedback on the above terms and recommends approval of an agreement in accordance with the term sheet. Pending positive feedback from the committee, we are optimistic that a final agreement could be ready for City Council consideration on August 13th.

TERM SHEET

United City of Yorkville
111 West Madison Street
Old Kendall County Jail

1. ***Developer:***

Peter McKnight and Cary Coles, a Limited Liability Company of Illinois to be incorporated for this project
659 North Carpenter
Chicago, Illinois 60642

2. ***Property:***

111 West Madison Street
Yorkville, Illinois 60560, exclusive of the parking lot.

Legal Description:

Lots 1 and 2 in Block 28 except any part taken for the people of the State of Illinois, of the original Village of Yorkville, Kendall County, Illinois

Purchase Price: \$1,000.00

3. ***Property Encumbrances:***

A. The Deed of conveyance to the Developer shall be subject to the Right of First Refusal in favor of the City in the event of any subsequent conveyance, sale, transfer, gift or exchange of the Property by the Developer until final completion of the project and the City has issued certificates of occupancy for the residential units and the commercial area.

B. The City shall grant the Developer the Right of First Refusal in the event of the conveyance, sale, transfer, gift or exchange of Lots 3 and 4 of Block 28 (the parking lot) for a term of twenty (20) years.

C. The Deed of conveyance shall be subject to a covenant running with the land that the historic portion (i.e. jail, not the garage) of the building may never demolished by any private owner, without consent of the City Council.

4. ***Proposed Project.***

Development of a Mixed-Use Property

Options include the following:

- Five (5) residential Beautiful Modern Market Rate Units (in two-story structure/old garage building)
 - The property is located within the B-1 zoning district. The current zoning ordinance does allow multi-family residential as a permitted use, however only above the first floor in a building and no more than two (2) units. A rezoning of the parcel to an R-3 or R-4 zoning designation would be required for apartment style residential use on both lower and upper floors.
 - The proposed Yorkville Form-Based Code (FBC) permits all residential dwellings as a permitted use under the “B Street” District. If the FBC is approved, no additional City Council approvals for apartment style dwellings are required.
- Plus 2,000 square foot (*of finished*) Commercial Space (up to 4,240 square foot) Hospitality/Retail/Office space
 - The property is located within the B-1 zoning district. The current zoning ordinance does allow for mixed use developments with commercial and/or office.
- The current permitted uses under zoning code and district are as listed on *Exhibit A* attached hereto.

5. ***Project Vision***

Our plan is to work with the state, county and city government stakeholders as well as the local community and not for profits to repair, remediate, restore the Kendall County Jail site to an income producing property while adhering to the preservation and retention of the relevant historic elements of the building.

6. ***Project Budget***

Pre-Construction/Emergency (1st Phase)

Immediate Protection of Roof (tarping)	\$ 7,410
Site Protection (grounds/building) (cameras/alarms/safety)	\$ 1,800
Erect Construction fencing & baracades	\$ 3,500
Portable site sanitation (rental)	\$ 2,400
<i>Sub-Total</i>	\$15,110

Environmental Remediation (1st Phase)

Asbestos	\$30,000
Lead Based Paint	\$16,400
<i>Sub-Total</i>	\$46,400

EXTERIOR PHASE

Miscellaneous Exterior

Demolition (general & interiors)		\$ 18,000
Sallyport Demo	(1 st Phase)	\$ 15,000
New Roof	(1 st Phase)	\$ 30,000
Fascia, Downspouts, Misc.		\$ 8,000
Masonry Repairs		\$ 54,319
New Windows		\$ 40,000
Exterior Doors		\$ 11,000
Exterior Concrete Work		\$ 16,000
Misc. Structural Repairs		\$ 5,500
Landscaping		\$ 6,000
	<i>Sub-Total</i>	\$203,810

INTERIOR PHASE

Mechanical Phase

Electrical Service Updates		\$ 30,000
Commercial Space Electrical		\$ 15,000
HVAC (residential portion)		\$ 30,000
HVAC (commercial space)		\$ 25,000
	<i>Sub-Total</i>	\$100,000

Plumbing

Residential		\$35,000
Commercial		\$30,000
New H2O Service		\$10,000
	<i>Sub-Total</i>	\$75,000

Interior Finish Phase

Rough Carpentry		\$ 10,000
Finish Carpentry		\$ 10,000
Finish Plumbing		\$ 10,000
Finish Electrical		\$ 4,000
Flooring		\$ 30,000
Drywall		\$ 50,000
Plaster Restoration		\$ 8,000

Historic wood work restoration (historic porches)	\$ 16,000
Insulation	\$ 10,000
Paint	\$ 7,000
Appliances (Fridge/range/mwave-hood/DW/WD)	\$ 12,500
Lighting	\$ 6,000
<i>Sub-Total</i>	\$173,500

Miscellaneous

Porches (new-in residential section)	\$30,000
Contingency	\$40,000
<i>Sub-Total</i>	\$70,000

Fees and Soft Costs

General Contractors Fees	\$ 49,425
General Conditions	\$ 15,000
Insurance (during construction phase)	\$ 8,000
Utilities (during construction phase)	\$ 2,200
Architectural fees	\$ 35,000
Engineering fees	\$ 5,000
Permit fee	\$ 3,000
Loan fees (bank)	\$ 5,000
Interest Carry (construction period)	\$ 21,000
Legal Fees	\$ 15,000
<i>Sub-Total</i>	\$158,625

TOTAL ESTIMATED CONSTRUCTION BUDGET	\$842,445
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7. ***TIF Assistance***

- A. City will pay developer \$30,000 in TIF incentive after:
- i. Completion of new roof installation in accordance with applicable code requirements on or before December 1, 2019 or 90 days after permit issuance, whichever comes later.
 - ii. Payment shall be made within 30 days of satisfaction of (i) above.

AND

- B. City will pay developer the lesser of: (i) the cost of abatement of asbestos materials and remediation of lead-based paint; or, (ii) \$50,000 in TIF incentive after

abatement of asbestos materials and remediation of lead-based paint has been completed in accordance with all applicable building codes.

AND

- C. City will pay developer \$17,500 in TIF incentive upon issuance of certificates of occupancy for all of the residential units in the building.

AND

- D. City will pay developer \$17,500 in TIF incentive after completion of the construction of all of the commercial space in the building in accordance with all applicable building codes (no certificate of occupancy required until tenant is prepared to occupy).

AND

- E. The City shall rebate 100% of all incremental property taxes on the building:
- i. During the construction of the building; AND
 - ii. For two tax years after completion of the building permit; AND
 - iii. Subject to there being no property maintenance or building code violations on the property; AND
 - iv. Subject to there being no registered students living on the property, it being understood that if there are students, the amount required to be set aside for the school district distribution shall be taken out of the entire property tax bill, and the TIF rebate shall be 100% of the remaining net amount.

AND

- F. After item E is completed, the City shall rebate the following percentages of incremental property taxes on the building:
- i. 90% for a period of 4 years AND THEN
 - ii. 85% for a period of 3 years AND THEN
 - iii. 80% for a period of 3 years OR
 - iv. Whenever these item F payouts reach an actual value of \$150,000 (i.e. whichever happens first)
 - v. Subject to there being no registered students living on the property it being understood that if there are students, the amount required to be set aside for the school district distribution shall be taken out of the entire property tax bill, and the TIF rebates shall be 90/85/80% of the remaining net amount

AND

- G. All of the above is subject to verification that all payouts to the developers are never cumulatively greater than the amount of TIF eligible expenditures on the property.

AND

- H. The City will waive all building permit fees (including plan review fees), water meter fees, water connection fees, and sewer connection fees for any projects on any portion of the building commenced within 5 years from the date of approval of the agreement, and for any projects on the historic (eastern half) of the building commenced within 10 years from the date of approval of the agreement.
- I. The City will complete the water and sewer service line extensions into the building
 - i. As of July 2019, this is contemplated at two 1" water service lines and a 6" sanitary service line, and a maximum construction cost estimate of \$15,000.
- J. The City will construct five residential service electrical services into the building
 - i. As of July 2019, this is contemplated at a maximum construction cost estimate of \$5,000.
- K. The City will utilize its best efforts to extend the nose-in diagonal on-street parking adjacent to the property, to the east of the current parking spots to a point yet to be determined near the property line shared with Kendall County, or onto the Kendall County property or adjacent public right-of-way. For each additional parking spot created, the developer's TIF incentive shall be reduced by \$2,000, up to a maximum of \$10,000, to be deducted from the payouts as contemplated in Section 7E above. Parking spots for which the developer's TIF incentive is reduced may be leased for the term of the final redevelopment agreement but only if three-fourths (3/4) of the City Council approve such lease.

8. ***Outstanding Issue, Parking:***

- A. Parking lot to the north
 - (i) Seventeen (17) off-street public parking spaces are currently located north of the existing structure (parking area will be subdivided as a separate parcel upon sale), plus an additional (3) on-street public parking spaces to the south (Madison Street) are immediately available to property. An additional seven (7) striped on-street public parking stalls northeast of the property on W. Van Emmon Street are available, as well as a County-owned off-street public parking lot east of the property on W. Madison Street holding approximately thirteen (13) stalls are available. Total available public parking stalls within 200 feet are forty (40) stalls.

- (ii) Minimum required parking spaces for the commercial and office uses is three (3) spaces per 1,000 of floor area; one (1) space per lodging unit for the hotel/hospitality use; and two (2) spaces per dwelling unit.

B. Parking requirements for proposed use under current zoning codes

- i. Based upon the proposal, under the current zoning ordinance an estimated maximum twenty-three (23) parking stalls (ten (10) stalls for residential and thirteen (13) for all non-residential uses) would be required.
- ii. Per the City's Zoning Ordinance, all required parking spaces are to be located within 1,000 feet of the use served, with the exception for residential or hotel use which should be within 300 feet.
- iii. The adjacent off-street parking lot to the north of the building can be utilized to fulfil the site's residential parking needs (ten (10) spaces). The non-residential parking needs can be fulfilled by the other identified off-street and on-street parking areas within 200 feet of the property.
- iv. The maximum number of parking slots as stated in (i) above, shall not be increased for so long as the property retains its current zoning. If the property is rezoned at any time, the parking requirements under the zoning code as then in effect shall apply.

9. ***Term of Redevelopment Agreement.***

- a. December 31, 2041.

Exhibit A

Permitted Uses in B-1 Zone

- Multi-family dwelling above first for business or live work space with maximum of two apartments
- College, junior college
- Library
- Religious institution
- Advertising Agency
- Antique Sales
- Bakery
- Bank
- Beauty/Barber Shop
- Bookkeeping Services
- Boat Sales
- Bookstore
- Clothes-Pressing and Repair
- Private Club
- Coffee Shop
- Commercial Laboratory
- Trade school
- Detective Agency
- Dressmaker
- Dry Cleaning
- Employment Office
- Funeral Home
- Grocery Store
- Liquor Store
- Massage Establishment
- Medical Clinic
- Microbrewery
- Pawnbrokers
- Photography
- Post Office
- Professional Services
- Radio and Television Studio
- Recreation Center
- Resale Dealers
- Restaurant
- Retail Store
- Shoe Repair
- Tattoo Establishment
- Treatment Center

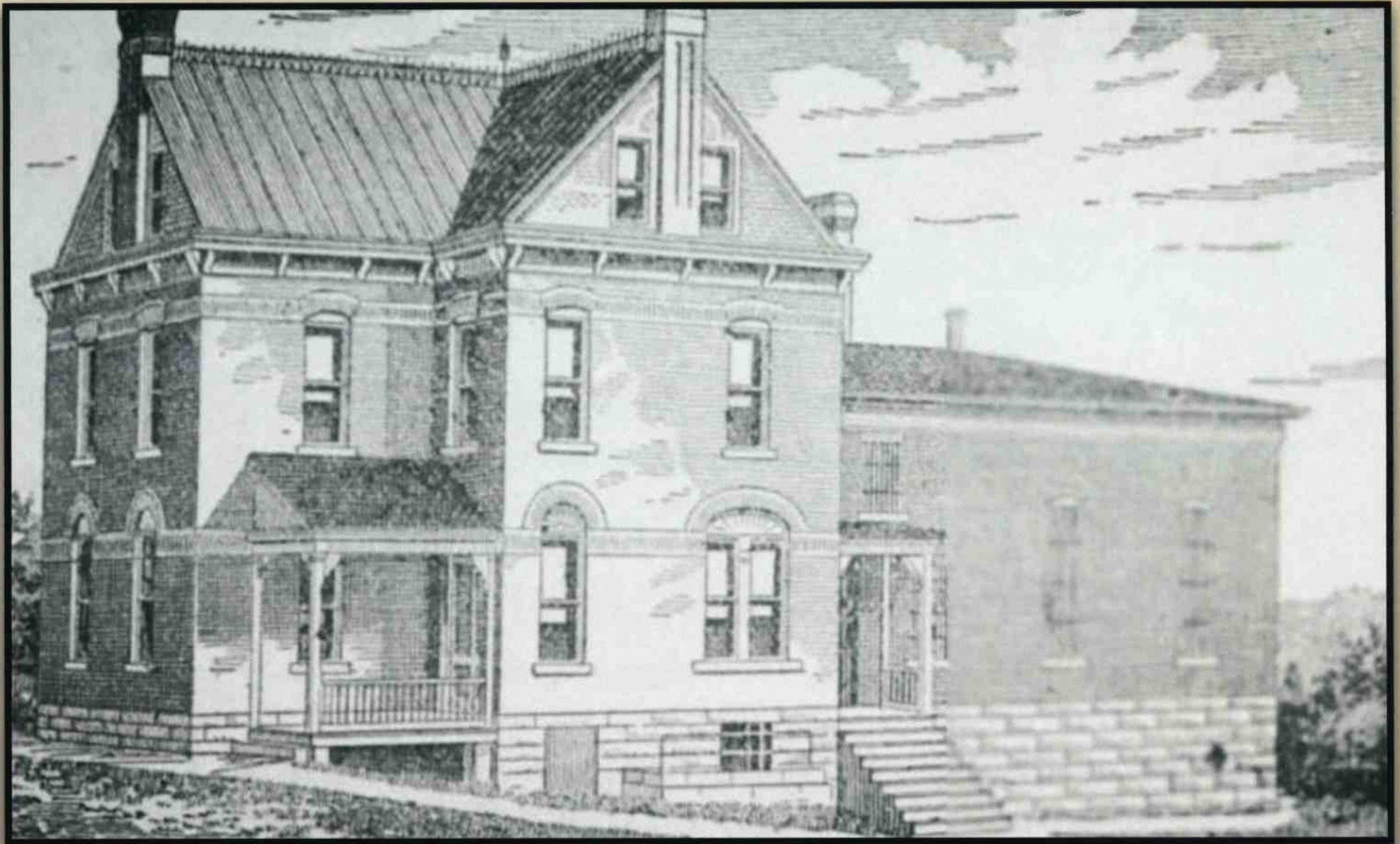
Downtown TIF Fund II (89)

The Downtown TIF II was created in 2018, in order to help promote downtown redevelopment and support the existing Downtown TIF.

	<u>Unaudited</u> FY 2019 Actual	FY 2020 Projected	FY 2021 Projected	FY 2022 Projected	FY 2023 Projected	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected	FY 2031 Projected	FY 2032 Projected	FY 2033 Projected	FY 2034 Projected
Revenue																
Taxes	-	24,597	25,000	33,000	33,000	39,000	39,560	40,142	40,748	41,738	42,033	42,714	43,423	44,160	44,926	45,723
Total Revenue	-	24,597	25,000	33,000	33,000	39,000	39,560	40,142	40,748	41,738	42,033	42,714	43,423	44,160	44,926	45,723
Expenditures																
Contractual Services	2,575	85,000	22,500	30,500	13,000	19,000	18,104	18,628	19,173	19,740	19,478	20,057	20,660	20,328	20,941	21,579
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	2,575	85,000	22,500	30,500	13,000	19,000	18,104	18,628	19,173	19,740	19,478	20,057	20,660	20,328	20,941	21,579
Surplus (Deficit)	(2,575)	(60,403)	2,500	2,500	20,000	20,000	21,456	21,514	21,575	21,998	22,555	22,657	22,763	23,832	23,985	24,144
Ending Fund Balance	(2,575)	(62,978)	(60,478)	(57,978)	(37,978)	(17,978)	3,478	24,992	46,567	68,565	91,120	113,777	136,540	160,372	184,357	208,501



		<u>Unaudited</u>															
		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Account Number	Description	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
<u>Downtown TIF II</u>																	
89-000-40-00-4000	PROPERTY TAXES	-	24,597	25,000	33,000	33,000	39,000	39,560	40,142	40,748	41,738	42,033	42,714	43,423	44,160	44,926	45,723
	Revenue	-	24,597	25,000	33,000	33,000	39,000	39,560	40,142	40,748	41,738	42,033	42,714	43,423	44,160	44,926	45,723
89-890-54-00-5401	ADMINISTRATIVE CHARGEBACK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
89-890-54-00-5425	TIF INCENTIVE PAYOUT	-	80,000	17,500	25,500	8,000	14,000	13,104	13,628	14,173	14,740	14,478	15,057	15,660	15,328	15,941	16,579
89-890-54-00-5462	PROFESSIONAL SERVICES	2,575	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
89-890-54-00-5470	FACADE REHAB PROGRAM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
89-890-60-00-6000	PROJECT COSTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Expenditures	2,575	85,000	22,500	30,500	13,000	19,000	18,104	18,628	19,173	19,740	19,478	20,057	20,660	20,328	20,941	21,579
	Surplus(Deficit)	(2,575)	(60,403)	2,500	2,500	20,000	20,000	21,456	21,514	21,575	21,998	22,555	22,657	22,763	23,832	23,985	24,144
	Fund Balance	(2,575)	(62,978)	(60,478)	(57,978)	(37,978)	(17,978)	3,478	24,992	46,567	68,565	91,120	113,777	136,540	160,372	184,357	208,501



KCJ Restoration LLC

Old Kendall County Jail Preservation Plan

Adaptive Utilization Of Property

Restoration & Conversion to Mixed Use Property.

Options include the following:

- **5-Residential Beautiful Modern Market Rate Units (*in 2-story structure/old garage building*)**
- **Plus 2,000 Sq Ft* (of finished) Commercial Space (up to 4240 Sq ft). Hospitality/Retail/Office)**

Additional considerations:

- **Single Use for entire property for hospitality concept**
- **Modern Boutique Hotel leveraging historic significance of property.**

Elevations & Renderings



General Notes

DRAW BY		TZ
No.	Revision/Issue	Date

Print Name and Address

Project Name and Address
APARTMENT
HISTORIC COUNTY JAIL
159 W MADISON ST
YORKVILLE, IL 60560

Project	Sheet
APARTMENT	3
Date	5/24/2019
Scale	AS SHOWN

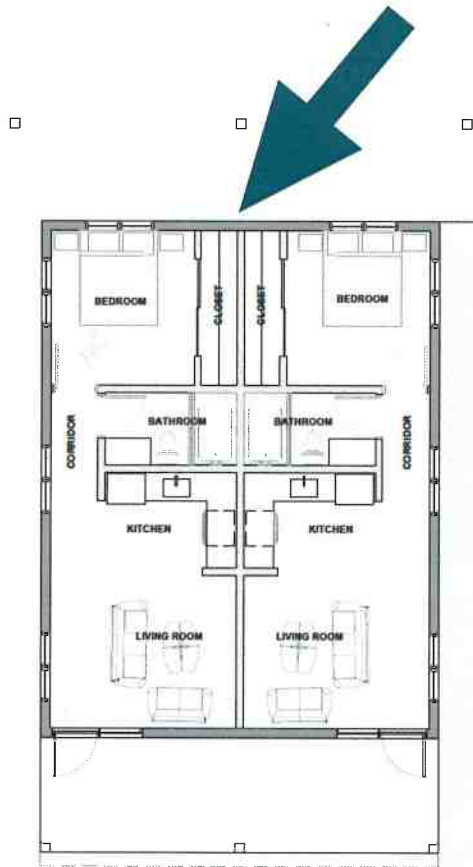
Facade Elevations

Current & Future Benefits of KCJ's Plan:

- Maintaining all relevant historic elements of the old jail.
- Maximum possible property tax revenue for United City of Yorkville(UCY).
- Corporate Ownership of subject property.
- KCJ Restoration LLC legal structure guarantees that this property will be placed back on the United City of Yorkville's tax role.
- KCJ Restoration LLC plan calls for market rate pricing for the new residential & commercial units
- Over \$12,000 per year in forecasted new property tax revenue for United City of Yorkville.
 - *Based on a new assessed valuation of like/kind properties*
- Job creation via new commercial tenancy
- Additional reoccurring tax revenues for UCY via:
 - Sales taxes & business license fees,
 - Hospitality taxes,
 - Occupancy taxes,
 - Permit fees.

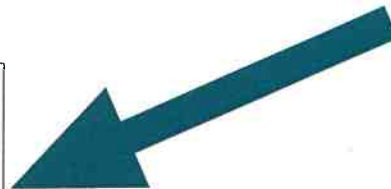
MASTER PLAN

New residential Units



HISTORIC JAIL HOUSE

Sally port removal



AREA TO BE DEMOLISHED

MASTER PLAN

General Notes

DRAW BY	TZ
No.	Revision/Issue
Date	

For Name and Address

Project Name and Address
APARTMENT,
HISTORIC COUNTY JAIL
100 W MADISON ST
YORKVILLE, IL 60550

Project	Sheet
APARTMENT	1
Date	5/24/2019
Scale	AS SHOWN

Elevations & Renderings



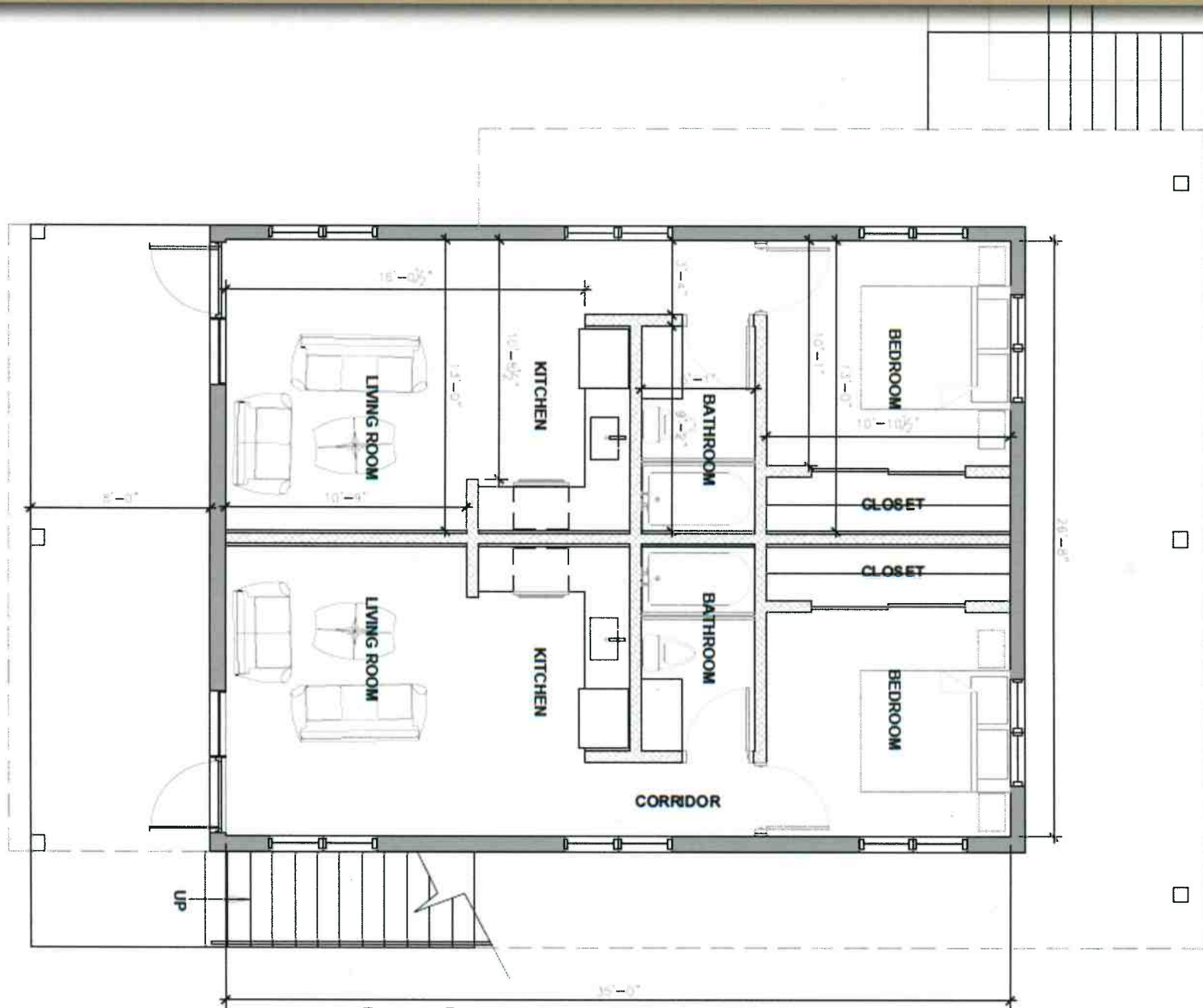
Overhead View of New Residential Unit

Elevations & Renderings



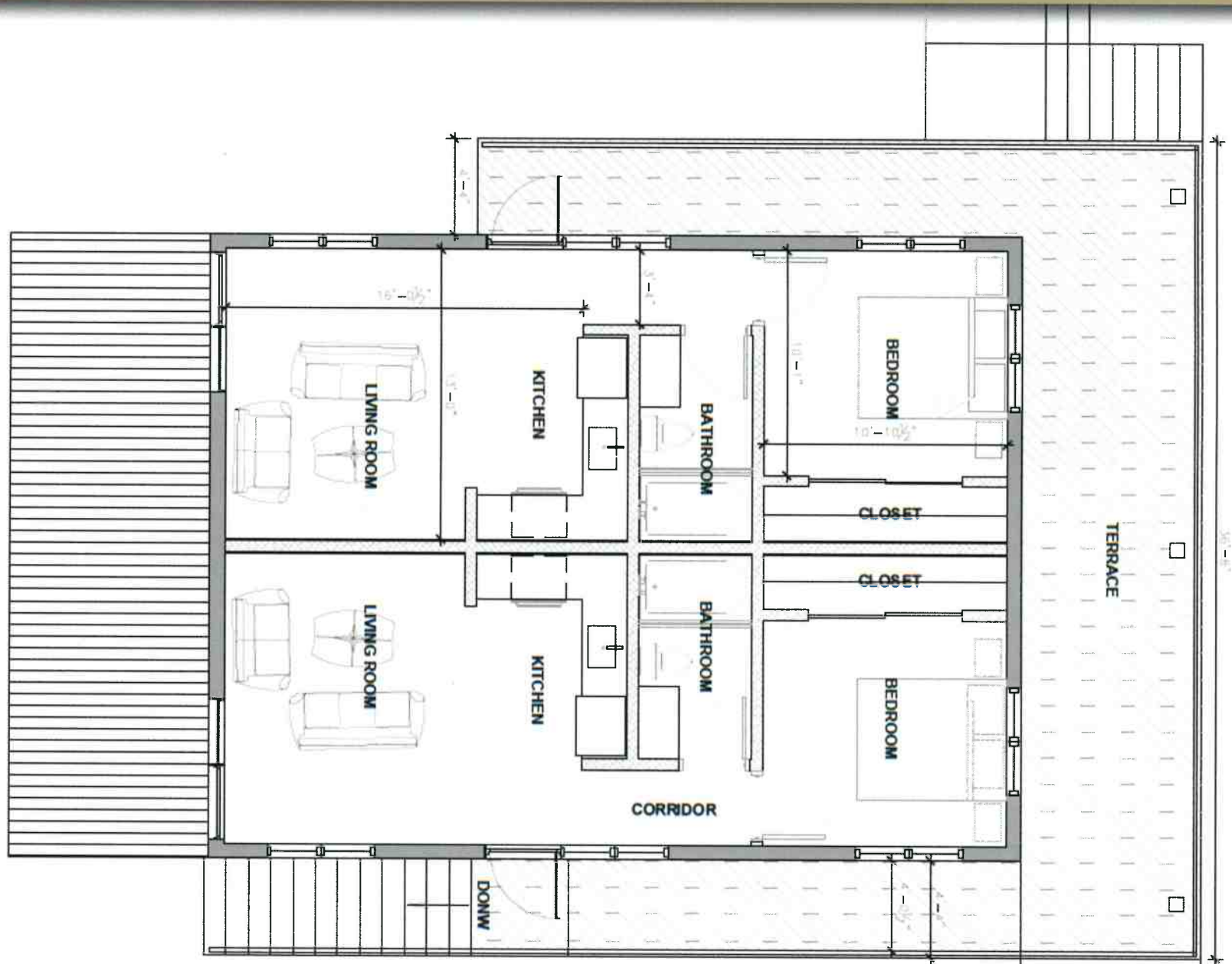
Overhead View of new residential units

Residential Section - Floor Plans



GROUND FLOOR

Residential Section - Floor Plans



SECOND FLOOR + DECKS

Elevations & Renderings



LIVING ROOM / KITCHEN



BEDROOM

General Notes

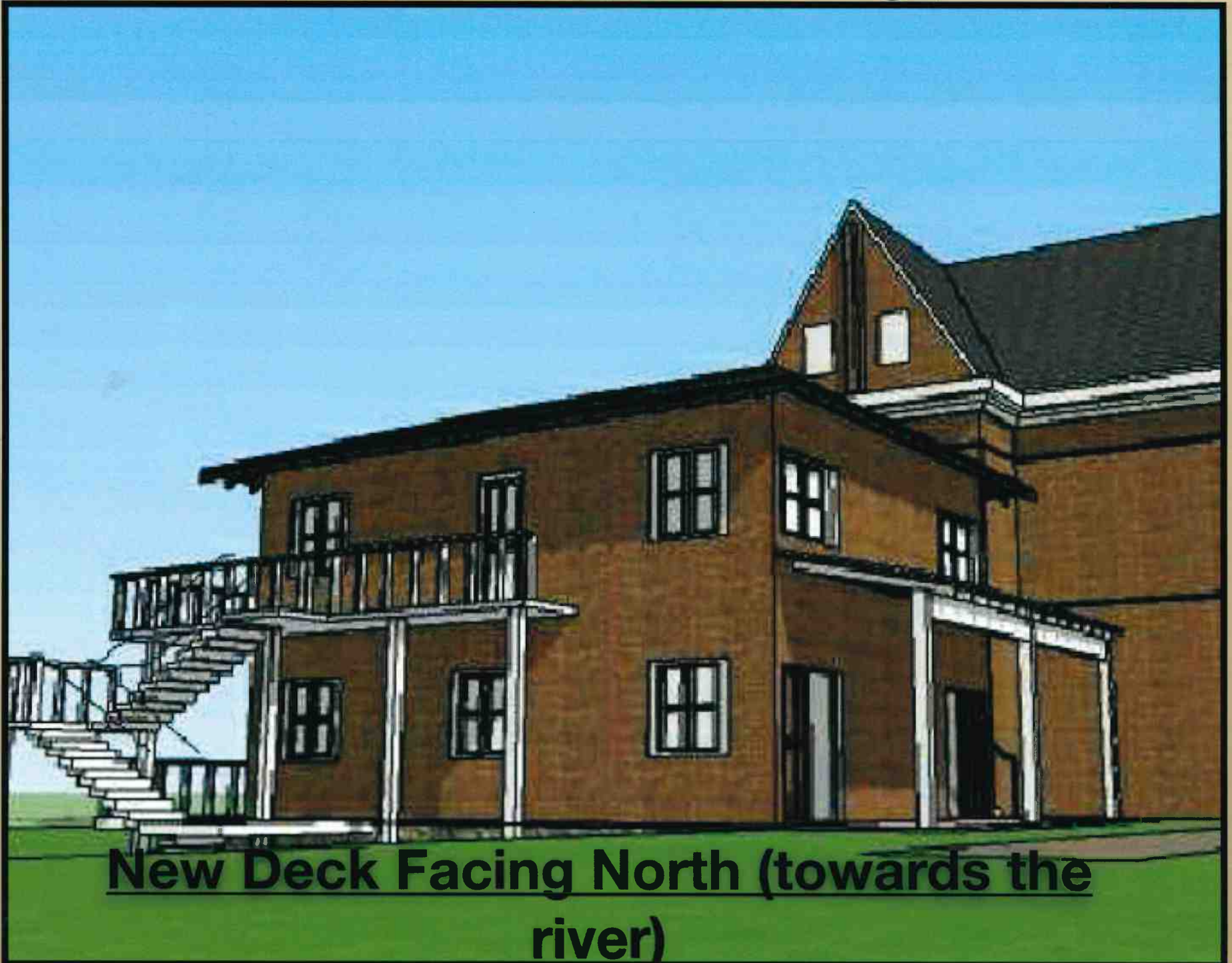
DRAW BY		TZ	
No.	Revision/Issue	Date	

Plan Name and Address

Project Name and Address
 APARTMENT
 HISTORIC COUNTY JAIL
 199 W MADISON ST
 YORKVILLE, IL 60590

Project	APARTMENT	Sheet	5
Date	5/24/2019		
Scale	AS SHOWS		5

Elevations & Renderings



New Deck Facing North (towards the river)

Elevations & Renderings



New Deck Facing NE (towards the river)

Elevations & Renderings



Front Exterior Residential (Annex Bldg)

KCJ Restoration LLC Team Core Competencies

- **Proven track record of commercial & residential development**
- **Decades of property management expertise**
- **Extensive experience in historical renovations**
- **50+ years of construction experience**
- **Over 300 units of residential and commercial construction projects completed**
- **Dedicated commitment to community development**

Financial Requirements

- **Cost to rehab and purchase building: \$842,445.00**
- **Projected Gross Monthly income: \$6,600.00**
- **Estimated RE Tax: \$1,200.00**
- **Insurance: \$350.00**
- **Maintenance: \$900.00**
- **Break Even Maximum Revenue \$4,150.00**
- **Estimated lending value 75%(*maximum loan potential*)**
 - **New loan Amount \$450,000.00**
- **Monthly Mortgage Payment. \$3,038.00**
- **Annual NOI (after debt service) \$12,780.00**
- **-5% Return on cash (assumes \$200k investment)**

KCJ Restoration LLC - Construction Budget

Kendall Co. Jail Renovations Budget (Revised 6-25-2019)

Pre-Construction / Emergency (1st Phase)					Sub Total
Immediate protection of roof (tarping)				\$7,410	\$15,110
Site Protection (grounds & building) (cameras, Alarms, Safety)				\$1,800	
Erect Construction fencing & barricades				\$3,500	
Portable site sanitation (rental)				\$2,400	
Environmental Remediation (1st Phase)					
Asbestos				\$30,000	\$46,400
Lead Based Paint				\$16,400	
EXTERIOR PHASE					
Misc Exterior					
Demolition (general & interiors)				\$18,000	\$203,810
Sallyport Demo		(1st Phase)		\$15,000	
New Roof		(1st Phase)		\$30,000	
Fascia, Downspouts, Misc				\$8,000	
Masonry Repairs				\$54,310	
New Windows				\$40,000	
Exterior Doors				\$11,000	
Exterior Concrete Work				\$16,000	
Misc Structural Repairs				\$5,500	
Landscaping				\$6,000	
INTERIOR PHASE					
Mechanical Phase					
Electrical Service Updates				\$30,000	\$100,000
Commercial Space Electrical				\$15,000	
HVAC (residential portion)				\$30,000	
HVAC (commercial space)				\$25,000	
Plumbing					
Residential				\$35,000	\$75,000
Commercial				\$30,000	
New H2O Service				\$10,000	

Interior Finish Phase					
Rough Carpentry				\$10,000	\$173,500
Finish Carpentry				\$10,000	
Finish Plumbing				\$10,000	
Finish Electrical				\$4,000	
Flooring				\$30,000	
Drywall				\$50,000	
Plaster Restoration				\$8,000	
Historic wood work restoration (historic porches)				\$16,000	
Insulation				\$10,000	
Paint				\$7,000	
Appliances (fridge/Range/ mwave-hood/DW/WD/				\$12,500	
Lighting				\$6,000	
Misc					
Porches (New-in residential section)				\$30,000	\$70,000
Contingency				\$40,000	
Fees & Soft Costs:					
General Contractors Fees				\$49,425	\$158,625
General Conditions				\$15,000	
Insurance (during construction phase)				\$8,000	
Utilities (during construction phase)				\$2,200	
Architectural fees				\$35,000	
Engineering fees				\$5,000	
Permit Fee				\$3,000	
Loan Fees (bank)				\$5,000	
Interest Carry (construction period)				\$21,000	
Legal Fees				\$15,000	
TOTAL ESTIMATED CONSTRUCTION BUDGET				\$842,445	

KCJ Restoration LLC

Source And Use of Funds

- Total estimated project cost: 842,445.00
- Municipal contribution:
 - 1st Existing demolition funds: 78,000.00
 - 2nd Tiff Funds 228,000.00
- EST Funds From Lender 380,000.00
- EST Funds from KCJ (cash) 156,445.00
- TOTAL FUNDS 842,445.00
- Tax Credits (TBD) Per Annum 12,000.00
- Term TBD

KCJ Restoration LLC

Financial Requirements -1st Disbursement

- **Roofing completion:** **30,000.00**
- **Asbestos and LB-Paint encapsulation** **46,600.00**
- **Demolition of Sally Port** **15,000.00**
- **Site preparation, fencing, site-security** **15,110.00**
- **Total prior to initial disbursement:** **(106,710.00)**