

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 27, 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 WARD II WARD III WARD IV

Ken Koch Jackie Milschewski Chris Funkhouser Seaver Tarulis Dan Transier Arden Joe Plocher Joel Frieders Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

Minutes for Approval:

Bill Payments for Approval from the Current Bill List:

Payments total these amounts:

- \$ 1,039,141.40 (vendors)
- \$ 286,206.21 (payroll period ending 8/9/2019)
- \$ 1,325,347.61 (total)

Mayor's Report:

- 1. CC 2019-50 Appointments to Boards and Commissions
- 2. CC 2019-51 Adult-Use Cannabis

Public Works Committee Report

- 1. PW 2018-102 East Alley Parking Lot Grant of Easement
- 2. PW 2019-53 Mill Road Resurfacing Consent to Bid Award
- 3. PW 2019-54 Grande Reserve Unit 2 Bond Release
- 4. PW 2019-55 Grande Reserve Unit 5 Bond Release

Public Works Committee Report (cont'd):

- 5. PW 2019-56 Casey's Letter of Credit Release
- 6. PW 2019-57 Well #4 Autotransformer Purchase
- 7. PW 2019-59 Materials Storage Shed
 - a. Resolution Authorizing the Execution of a Contract with Lite Construction, Montgomery, IL, for the Construction of the Public Works Materials Storage Shed in the Amount Not to Exceed \$249,700.
 - b. Ordinance Authorizing the Fourth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2019 and Ending on April 30, 2020
- 8. PW 2019-60 Mill Road Land Acquisition Plats of Dedication

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

- 1. ADM 2019-34 Ordinance Amending the Regulations for Solicitors, Hawkers and Itinerant Merchants
- 2. ADM 2019-37 Monthly Treasurer's Report for June and July 2019
- 3. ADM 2019-42 Ordinance Authorizing the Thirteenth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2018 and Ending on April 30, 2019 (Fox Hill SSA)
- 4. ADM 2019-43 Resolution Approving the Declaration of Trust of the Illinois Trust (Formerly Known as the Illinois Institutional Investors Trust) and Authorizing the Execution Thereof, and Authorizing Certain Officials to Act on Behalf of the United City of Yorkville
- 5. ADM 2019-44 Resolution Approving Investment Services with Illinois Public Reserves Investment Management Trust
- 6. ADM 2019-46 2019 City Survey
- 7. ADM 2019-48 Ordinance Amending the Salaries for Appointed Municipal Officers

Park Board:

Planning and Zoning Commission:

City Council Report:

1. ADM 2018-88 and EDC 2019-69 Ordinance Approving a Redevelopment Agreement for the Old Jail

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: September 18, 2019 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman FunkhouserFinanceLibrary

Vice-Chairman: Alderman Transier Administration

Committee: Alderman Plocher Committee: Alderman Peterson

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

Committee Departments Liaisons

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: September 17, 2019 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman PlocherPublic WorksPark BoardVice-Chairman:Alderman KochEngineeringYBSD

Committee: Alderman Funkhouser Parks and Recreation

Committee: Alderman Tarulis

UNITED CITY OF YORKVILLE WORKSHEET CITY COUNCIL Treader August 27, 2010

Tuesday, August 27, 2019 7:00 PM

CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:	
CITIZEN COMMENTS ON AGENDA ITEMS:	
BILLS FOR PAYMENT:	
☐ As presented	
As amended	
□ Notes	

MAY	OR'S REPORT:
1.	CC 2019-50 Appointments to Boards and Commissions Approved: Y N
2.	CC 2019-51 Adult-Use Cannabis Approved: Y N
PUBL	IC WORKS COMMITTEE REPORT:
1.	PW 2018-102 East Alley Parking Lot – Grant of Easement Approved: Y N □ Subject to Removed □ Notes

2.	PW 2019-53 Mill Road Resurfacing	
		□ Subject to
	☐ Removed	
	☐ Notes	
3.	PW 2019-54 Grande Reserve Unit 2	- Bond Release
	Approved: V N	□ Subject to
	□ Notes	
4.	PW 2019-55 Grande Reserve Unit 5	- Bond Release
	☐ Approved: YN	□ Subject to

☐ Approved: Y	\mathbf{N}	□ Subject to
PW 2019-57 Well #4 A	utotransforn	ner Purchase
Approved: Y	N	□ Subject to
_		
☐ Notes		

7.	PW 2019-59 Materials Storage Shed
	a. Resolution Authorizing the Execution of a Contract with Lite Construction, Montgomery, IL, for the Construction of the Public Works Materials Storage Shed in the Amount Not to Exceed \$249,700.
	Approved: Y N □ Subject to
	☐ Removed
	b. Ordinance Authorizing the Fourth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2019 and Ending on April 30, 2020
	Approved: Y N
	☐ Removed
	□ Notes
8.	PW 2019-60 Mill Road Land Acquisition – Plats of Dedication
	Approved: Y N □ Subject to
	Removed
	□ Notes

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1.			ng the Regulations for Solicitors, Hawkers and Itinerant Merchant
	Approved: Y	N	□ Subject to
	☐ Removed		
	□ Notes		
2.	ADM 2019-37 Month	ly Treasurer	's Report for June and July 2019
	☐ Approved: Y	N	□ Subject to
	☐ Removed		
3.	ADM 2019-42 Ordina	nce Authori	zing the Thirteenth Amendment to the Annual Budget for the Fisca
	Year Commencing on	May 1, 201	8 and Ending on April 30, 2019 (Fox Hill SSA)
	☐ Approved: Y	N	□ Subject to
	☐ Removed		

	Certain Officials to Act on Behalf of the United City of Yorkville Approved: Y N Subject to
	Removed
	□ Notes
5.	ADM 2019-44 Resolution Approving Investment Services with Illinois Public Reserves Investment Management Trust
	☐ Approved: Y N □ Subject to
	☐ Removed
	□ Notes
6.	ADM 2019-46 2019 City Survey
	☐ Approved: Y N □ Subject to
	□ Removed
	□ Notes

7. ADM 2019-48 Ordin		
		_ □ Subject to
☐ Removed		
☐ Notes		
ΓY COUNCIL REPOR	T:	
1. ADM 2018-88 and E Approved: Y Removed	T: EDC 2019-69 (N	Ordinance Approving a Redevelopment Agreement for the Old Jail
1. ADM 2018-88 and E Approved: Y Removed	T: EDC 2019-69 (N	Ordinance Approving a Redevelopment Agreement for the Old Jail _ □ Subject to
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CITIZEN COMMENTS.	 	 	
CITIZEN COMMENTS:	 	 	



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

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Agenda	. Item	Num	ıheı

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Paym	ent		
Meeting and Date:	City Council – August 27, 2019		
Synopsis:			
Council Action Previ	ously Taken:		
Date of Action:	Action Taken:		
Item Number:			
Type of Vote Require	ed: Majority		
Council Action Requ	ested: Approval		
Submitted by:		Finance	
	Name	Department	
	Agenda Item Not	tes:	

UNITED CITY OF YORKVILLE PAGE:
MANUAL CHECK REGISTER

TIME: 12:25:05 ID: AP225000.CBL

DATE: 08/15/19

CHECK #	VENDOR # INVOICE #	INVOICE ITE DATE #		CHECK DATE	ACCOUNT #	ITEM AMT	
131152	KCR	KENDALL COUNTY RECORDER'S	3	08/06/19			
	16941	08/06/19 01 02 03	2 E VAN EMMON & BENJAMI 3 REZONING ORDINANCE AP	N ST PROVAL	51-510-54-00-5448 90-142-00-00-0011 ** COMMENT ** 90-143-00-00-0011	53.00 53.00	
		0.5	ORDINANCE APPROVAL		** COMMENT ** INVOICE TOTAL: CHECK TOTAL:	159.00 *	159.00
					TOTAL AMOUNT PAID:		159.00

1

DATE: 08/07/19

UNITED CITY OF YORKVILLE
TIME: 12:53:08

CHECK REGISTER

INVOICE

PRG ID: AP215000.WOW

VENDOR #

CHECK #

CHECK DATE: 08/08/19

INVOICE ITEM

NUMBER DATE # DESCRIPTION ACCOUNT # ITEM AMT

530111 R0002268 CIAMACK LOGHMANI

08/07/19 01 AQUISITION OF 23-230-60-00-6012 13,000.00 02 PIN#02-11-400-004 - MILL ROAD ** COMMENT **

INVOICE TOTAL: 13,000.00 *

CHECK TOTAL: 13,000.00

TOTAL AMOUNT PAID: 13,000.00

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

DATE: 08/08/19

TIME: 09:40:59

UNITED CITY OF YORKVILLE
CHECK REGISTER

PRG ID: AP215000.WOW

CHECK DATE: 08/09/19

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
530112	R0002269	PROPIEDADI	ES MAGANA,	LLC			
	081419-CLO	SING	08/08/19	01 02	AQUISITION OF PIN#02-11-400-004 - MILL ROAD	23-230-60-00-6012 ** COMMENT **	4,000.00
				02	111, 02 11 100 001 1122 11012	INVOICE TOTAL:	4,000.00 *
						CHECK TOTAL:	4,000.00
						TOTAL AMOUNT PAID:	4,000.00

UNITED CITY OF YORKVILLE PAGE: 1
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE		DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900078	FNBO FIRST NATI	ONAL BANK (AHAMO	(08/25/19		
	082519-A.HERNANDEZ	07/31/19		HOME DEPO-FENDER WASHER	R, NUTS,	79-790-56-00-5640 ** COMMENT **	45.88
						INVOICE TOTAL:	45.88 *
	082519-A.SIMMONS	07/31/19		LIBERTY MUTUAL-SURETY I		82-820-54-00-5462	456.00
						** COMMENT **	120 20
			0.3	CIVIC PLUS-ANNUAL REWAI	· FEE	01-640-54-00-5450	130.28
			04	CIVIC PLUS-ANNUAL REWAL FOR SSL CERTIFICATE ALARM DETECTION		^^ COMMENT ^^	529.44
			0.5	CVCTEMC_ IIII_CEDT MONITO	DINC AT	** COMMENT **	329.44
			0.7	SYSTEMS-JUL-SEPT MONITO 800 GAME FARM RD	IA DNIA	** COMMENT **	
			0.8	ALARM DETECTION	1/2	23-216-54-00-5446	136.83
			0.9	SYSTEMS-JUL-SEPT MONITO	DRING AT		
				102 ED VAN EMMON		** COMMENT **	
				JUL 2019 POSTAGE	17512	01-210-54-00-5452	3.30
			1.2	TIII 2019 POSTACE		51-510-54-00-5452	
			13	TIII. 2019 POSTAGE	E STATE OF THE STA	01-220-54-00-5452	1 65
			14	JUL 2019 POSTAGE VERIZON JUN 2019 IN CAP VERIZON JUN 2019 MORTH	1006	01-120-54-00-5452	37.40
			15	VERIZON-JUN 2019 IN CAR	RUNITS	01-210-54-00-5440	720.22
			16	VERIZON-JUN 2019 MOBILE	PHONES	01-220-54-00-5440	279.71
			17	VERIZON-JUN 2019 MOBILE	PHONES	01-210-54-00-5440	972.18
			18	VERIZON-JUN 2019 MOBILE		79-795-54-00-5440	
				VERIZON-JUN 2019 MOBILE		51-510-54-00-5440	309.28
			20	VERIZON-JUN 2019 MOBILE	PHONES	52-520-54-00-5440	
			21	TARGET-BUDGET BINDERS	ty 📄	01-110-56-00-5610	
			23	SERVICE PRINTING-POSTACE FALL CATALOGS	1 V /	79-795-54-00-5426 ** COMMENT **	· · · · · · · · · · · · · · · · · · ·
			24	GO DADDY-RENEWAL FOR ON	ILINE	01-640-54-00-5450	199.99
				SECURITY CERTFICATES		** COMMENT **	
						INVOICE TOTAL:	7,206.63 *
	082519-B.OLSEM	07/31/19	01	TRIBUNE-SUBSCRIPTION RE	ENEWAL	01-110-54-00-5460	91.00
						INVOICE TOTAL:	91.00 *
	082519-B.PFIZENMAIER	07/31/19	01	FBI LEEDA-SLI CLASS -ST	ROUP	01-210-54-00-5412	695.00
			02 03	AMERICAN TIRE-REPLACED PUMP, PERFORMED ALIGNMENT			
				AMERICAN TIRE-REPLACED			
				AMERICAN TIRE-OIL CHANG		01-210-54-00-5495	
			06	AMERICAN TIRE-OIL CHANG	SEM	01-210-54-00-5495	
				REPLACED IDLER ARM, SER			
			08	BELT, MOUNTED AND BALL	ICED	** COMMENT **	
			09	TIRES		** COMMENT **	
				AMERICAN TIRE-MOUNT TIE	RES	01-210-54-00-5495	
			11	AMERICAN TIRE-ELECTRICA	AL	01-210-54-00-5495	312.87

DATE: 08/15/19 UNITED CITY OF YORKVILLE PAGE: 2 TIME: 09:53:07

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	CHECK DESCRIPTION DATE	ACCOUNT #	ITEM AMT
900078	FNBO FIR	ST NATIONAL BANK (AHAMO	08/25/1	9	
	082519-B.PFIZE	NMATER 07/31/19	1.2	DIAGNOSTIC ON COOLING SYSTEM	** COMMENT **	
				HOME DEPO-REFRIGERATOR	23-216-56-00-5656	1,218.00
			14	AMERICAN TIRE-OIL CHANGE	01-210-54-00-5495	48.15
			15	AMERICAN TIRE-DIAGNOSTIC WORK	01-210-54-00-5495	70.00
			16	AMERICAN TIRE-MOUNT TIRES	01-210-54-00-5495	86.72
			17	BATERIES PLUS-BATTERIES	01-210-56-00-5620	12.99
				AMAZON-DOG LEASH, GLOVES	01-210-56-00-5620	32.67
			19	STEVEN-EMBROIDERY	01-210-56-00-5600	80.00
				AMERICAN TIRE-REPLACE FRONT		64.21
			21	TIRES	** COMMENT **	
			22	AMERICAN TIRE-TIRES MOUNTED AMERICAN TIRE-TIRES MOUNTED	01-210-54-00-5495	86.10
				AMERICAN TIRE-TIRES MOUNTED	01-210-54-00-5495	32.78
			24	AMAZON-TACTICAL PANTS-	01-210-56-00-5600	47.49
			25	KETCHMARK AMAZON-RECEIPT BOOK, MEASURIN	01-210-54-00-5495 01-210-56-00-5600 ** COMMENT **	
			26 27	AMAZON-RECEIPT BOOK, MEASURIN WHEEL	G 01-210-56-00-5620 ** COMMENT **	77.07
			28	AMAZON-FIRST AID SUPPLIES	01-210-56-00-5620	142.91
				ILACP-ANNUAL MEMBERSHIP DUES	01-210-54-00-5460	220.00
				AMERICAN TIRE-BRAKE REPAIR,	01-210-54-00-5460 01-210-54-00-5495	455.96
			31	OIL CHANGE	^^ COMMENT ^^	
				IZITI	INVOICE TOTAL:	6,678.21 *
	082519-D.SMITH	07/31/19		ELBURN RADIATOR-REPAIR CORNER SEAM LEAK & RESOLDER SIDE RAI		668.79
				Kendall County	INVOICE TOTAL:	668.79 *
	082519-E.DHUSE	07/31/19	01	ZORO-SKID SPRAYER	01-410-56-00-5640	659.33
			02	NAPA#230390-BATTERY	79-790-56-00-5640	51.52
			03	NAPA#230390-BATTERY NAPA#230831-OIL, RELAY NAPA#230955-BOXED MINIATURES NAPA#230949-BOXED MINIATURES	01-410-56-00-5628	39.76
			0 4	NAPA#230955-BOXED MINIATURES	01-410-56-00-5628	2.86
			05	NAPA#230949-BOXED MINIATURES	01-410-56-00-5628	9.87
			06	NAPA#231042-SCREWS, WASHERS	79-790-56-00-5640	1.28
			07	NAPA#231042-SCREWS, WASHERS NAPA#231581-OIL FILTERS	79-790-56-00-5640	81.90
			8 0	NAPA#231831-BRAKE BRACKET	01-410-56-00-5640	7.57
			09	NAPA#232266-PIN CLIPS	01-410-56-00-5640	24.98
					INVOICE TOTAL:	879.07 *
	082519-E.TOPPE	R 07/31/19		AMAZON-NOTE PADS, TELEPHONE		70.38
			0.3	EXTENSION CORD, CORRECTION TAPE	** COMMENT ** ** COMMENT **	
			0 4	AMAZON-PAPER TOWEL, CLEANERS	82-820-56-00-5620	285.91
				AMERICAN FLAG-2 US FLAGS	82-820-56-00-5620	139.90
			06	AMAZON-TONER CARTRIDGES	82-820-56-00-5610	374.88
				AMAZON-RETURNED MERCHANDISE CREDIT	82-820-56-00-5620 ** COMMENT **	-17.58
					INVOICE TOTAL:	853.49 *

MANUAL CHECK REGISTER

UNITED CITY OF YORKVILLE PAGE: 3

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	CHECK DESCRIPTION DATE	ACCOUNT #	ITEM AMT
900078	FNBO FIRST NAT	rional bank c	OMAHA	08/25/19		
	082519-E.WILLRETT	07/31/19		AMAZON-120GB SSD DRIVES, METAL MOUNTINBG BRACKETS	01-640-54-00-5450 ** COMMENT **	99.26
			03	ELEMENT 4-JULY CLOUD CONNECT OFFSITE BACKUPS	01-640-54-00-5450 ** COMMENT **	1,100.00
					INVOICE TOTAL:	1,199.26 *
	082519-J.DYON	07/31/19	01	HOME DEPO-HAND SOAP	01-110-56-00-5610	9.44
			03	SAMS-PAPER TOWELS, CUPS, KLEENEX	01-110-56-00-5610 ** COMMENT **	38.94
			0 4	WAREHOUSE DIRECT-FOLDERS	51-510-56-00-5620 INVOICE TOTAL:	74.40 122.78 *
	082519-J.ENGBERG	07/31/19		ESRI-ARC GIS BUSINESS ANALYST SUBSCRIPTION RENEWAL	01-220-54-00-5460 ** COMMENT **	26.30
			03	ADOBE-MONTHLY CREATIVE CLOUD FEE	01-220-54-00-5462 ** COMMENT **	52.99
					INVOICE TOTAL:	79.29 *
	082519-J.GALAUNER	07/31/19	01	JEWEL-WATER 183	79-795-56-00-5607	9.00
				SHELL-BAIT FOR FISHING CAMP	79-795-56-00-5606	3.89
				12/12/10	INVOICE TOTAL:	12.89 *
	082519-J.SLEEZER	07/31/19	01 02	JOHNSON'S SCREEN PRINT-STAFF SHIRTS County Sea	52-520-56-00-5600 ** COMMENT **	149.39
			03	JOHNSON'S SCREEN PRINT-STAFF SHIRTS	51-510-56-00-5600 ** COMMENT **	230.93
			05	JOHNSON'S SCREEN PRINT-STAFF SHIRTS	01-410-56-00-5600 ** COMMENT **	230.93
					INVOICE TOTAL:	611.25 *
	082519-K.BARKSDALE	07/31/19		PROJECT VELVET MEETING PARKING	01-220-54-00-5415 ** COMMENT **	35.00
			03	WAREHOUSE DIRECT-FOLDERS, CLIPS	01-220-56-00-5610	34.20
				WAREHOUSE DIRECT-MOUSE	01-220-56-00-5610	24.24
			06	ESRI-ARC GIS ANNUAL MAINTENANCE AND LICENSE	01-220-54-00-5460 ** COMMENT **	500.00
			0.8	RENEWAL KONE - JUL 2019 ELEVATOR	** COMMENT ** 23-216-54-00-5446	155.07
				MAINTENANCE WAREHOUSE DIRECT-FOLDERS, PENS	** COMMENT ** 01-220-56-00-5610	53.41
			Ι 0	WINDHOOSE DIRECT-FOLDERS, FENS	INVOICE TOTAL:	801.92 *
	082519-K.GREGORY	07/31/19	01	ARAMARK#001591721486-MATS	52-520-54-00-5485	41.44
			02	ARAMARK#001591697110-MATS	01-410-54-00-5485	41.44
			03	JIMMY JOHNS-STAFF MEETING	01-110-54-00-5415	83.84

DATE: 08/15/19 UNITED CITY OF YORKVILLE PAGE: 4 TIME: 09:53:07

CHECK #	VENDOR # INVOICE #		INVOICE DATE		DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900078	FNBO	FIRST NA	ATIONAL BANK	ОМАНА		08/25/19		
	082519-K.	GREGORY	07/31/19	05 06 07 08 09 10 11 12 13 14	TRUGREEN-PW PROD HILTON-IML LODG: HILTON-IML LODG: HILTON-IML LODG: HILTON-IML LODG: HILTON-IML LODG:	PRIMER CAP 234-MATS 360-MATS 356-MATS ROPERTY UPKEEP PERTY UPKEEP ING-FUNKHOUSER ING-MILSCHEWSKI ING-FRIEDERS	** COMMENT ** 51-510-54-00-5490	48.82 48.82 48.82 129.00 1,250.00 626.92 940.38 940.38 940.38 626.92
	082519-L.	PICKERING	07/31/19	02 03 04 05 06 07 08 09 10 11 12	IIMC ANNUAL MEMIRENEWAL - PICKEITRIBUNE-701 N BIEVARIANCE PUBLIC TRIBUNE-E VAN ENBENJAMIN ST REZUVARIANCE PUBLIC TRIBUNE-ACCESSON STRUCTURES PUBLIC NOTICE RICHARD PRYOR-MEGRAMMER & PROOFN SEMINAR-BEHLAND	RING RIDGE REZONING IC HEARING MMON & DNING & HEARING NOTICE RY BUILDINGS & IC HEARING ISTAKE FREE READING	INVOICE TOTAL: 01-110-54-00-5460 ** COMMENT ** 90-143-00-00-0011 ** COMMENT ** 90-142-00-00-0011 ** COMMENT ** ** COMMENT ** 01-220-54-00-5426 ** COMMENT ** 01-110-54-00-5412 ** COMMENT ** INVOICE TOTAL:	216.91 443.45 161.47
	082519-N.	DECKER	07/31/19	02 03 04 05 06 07 08 09 10 11 12	O'HERRON-VESTS YORKVILLE STORAG STORAGE RENTAL SHRED-IT-JUNE 6 SHREDDING	GE-JULY 2019 ON-SITE G-1,000 CASE S, 500 BUSINESS 7/14 SERVICE FORMS	01-210-56-00-5600 01-210-56-00-5690 01-210-54-00-5485 ** COMMENT ** 01-210-54-00-5462 ** COMMENT ** 01-210-54-00-5430 ** COMMENT ** ** COMMENT ** 01-640-54-00-5449 01-210-56-00-5600 01-210-56-00-5610 ** COMMENT **	1,341.20 95.00 177.50 488.05 1,145.55 157.64

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	CHECK DESCRIPTION DATE	ACCOUNT #	ITEM AMT
900078	FNBO FIRST NATI	ONAL BANK	OMAHA	08/25/19		
	082519-N.DECKER	07/31/19	16 17	AT&T-06/25-07/24 SERVICE COMCAST-07/08-08/07 CABLE IPASS-3 NEW TRANSPONDERS ACCURRINT-JUNE 2019 SEARCHES	01-210-54-00-5440 01-210-54-00-5440 01-210-56-00-5620 01-210-54-00-5462 INVOICE TOTAL:	211.17 4.20 30.00 198.50 5,270.95 *
	082519-P.RATOS	07/31/19	02 03	AMAZON-SINK REPLACEMENT PART AMAZON-FAUCET KEY AMAZON-FAUCET REPLACEMENT CARTRIDGE	23-216-54-00-5446 23-216-54-00-5446 23-216-54-00-5446 ** COMMENT ** INVOICE TOTAL:	53.89 8.49 53.81 116.19 *
	082519-R.FREDRICKSON	07/31/19	02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	COMCAST-06/13-07/12 610 TOWER PLANT INTERNET COMCAST-06/15-07/14 102 E VAN EMMON INTERNET COMCAST-06/15-07/14 CABLE NEWTEK-04/11-08/11 WEB HOSTING COMCAST-06/24-07/23 201 W HYDRAULIC INTERNET COMCAST-06/24-07/23 201 W HYDRAULIC INTERNET COMCAST-06/24-07/23 800 GAME FARM RD INTERNET COMCAST-07/29-08/28 185 WOLF ST INTERNET COMCAST-07/29-08/28 185 WOLF ST PHONE & CABLE COMCAST-06/30-07/29 610 TOWER INTERNET	82-820-54-00-5440 ** COMMENT ** 01-110-54-00-5440 51-510-54-00-5440 ** COMMENT ** 79-795-54-00-5440 ** COMMENT ** 79-795-54-00-5440 ** COMMENT ** 79-795-54-00-5440 ** COMMENT ** 79-795-54-00-5440 ** COMMENT ** 01-110-54-00-5440 ** COMMENT ** 01-120-54-00-5440 ** COMMENT ** 01-120-54-00-5440 ** COMMENT ** 01-120-54-00-5440 ** COMMENT ** 01-210-54-00-5452 51-510-54-00-5452 01-220-54-00-5452 01-220-54-00-5452 79-790-54-00-5440 ** COMMENT ** 79-790-54-00-5440 ** COMMENT **	420.20 21.01 106.85 68.11 20.45 16.59 83.92 62.93 39.37 33.75 22.50 146.23 3.30 12.65 1.65 37.40 89.91 98.25 39.48
				COMCAST-06/30-07/29 610 TOWER INTERNET	01-410-54-00-5440 ** COMMENT **	78.95

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	CHECK DESCRIPTION DATE	ACCOUNT #	ITEM AMT
900078	FNBO FIRST NATI	ONAL BANK C	MAHA	08/25/19		
	082519-R.FREDRICKSON	07/31/19		COMCAST-06/30-07/29 610 TOWER INTERNET	51-510-54-00-5440 ** COMMENT **	118.42
				COMCAST-07/10-08/09 INTERNET & PHONE	82-820-54-00-5440 ** COMMENT **	421.52
					INVOICE TOTAL:	1,943.44 *
	082519-R.HARMON	07/31/19		CARSONB DELLOSA-PRESCHOOL START-UP SUPPLIES	79-795-56-00-5606 ** COMMENT **	36.55
			03 04	LAKESHORE-NAMETAGS, STICKERS, PLANNING BOOK, BULLETIN BOARD AIDS	79-795-56-00-5606 ** COMMENT ** ** COMMENT **	188.79
			06	AMAZON-PRESCHOOL STARTUP AIDS AMAZON-CELLOPHANE BAGS	79-795-56-00-5606 79-795-56-00-5602	
			08	AMAZON-STICKERS	79-795-56-00-5606	10.39
				MICHAELS-CRAFT SUPPLIES	79-795-56-00-5606	
				IKEA-STORAGE CARTS	79-795-56-00-5606	
			1.2	AMAZON-CREEPY CRAWLY COUNTERS SHELLS, BALLOONS	79-795-56-00-5606 ** COMMENT **	
			13	AMAZON-CARDSTOCK	79-795-56-00-5606	14.71
				CRAFTY CLASSROOM-NOTEBOOKS	79-795-56-00-5606	15.00
			15	AMAZON-BABY TOYS	79-795-56-00-5602	36.08
				AMAZON-LEARNING GAMES/TOYS	79-795-56-00-5606	246.02
			17	TARGET-TOWELS	79-795-56-00-5606	38.93
			18	AMAZON-BATTERIES, TABLE GUARDS	79-795-56-00-5606	
				Kendali County	INVOICE TOTAL:	854.50 *
	082519-R.MIKOLASEK	07/31/19		TEAM ONE NETWORK-ARMORERS COURSE REGISTRATION-MIKOLASEK	01-210-54-00-5412 ** COMMENT **	700.00
					INVOICE TOTAL:	700.00 *
	082519-R.WRIGHT	07/31/19	01	PHYSICIANS CARE-DRUG TESTS	01-410-54-00-5462	
				PHYSICIANS CARE-DRUG TESTS	79-790-54-00-5462	
				PHYSICIANS CARE-DRUG TESTS	79-795-54-00-5462	
			0 4	APA ANNUAL MEMBERSHIP-WRIGHT	01-120-54-00-5460	
					INVOICE TOTAL:	698.00 *
	082519-S.IWANSKI	08/12/19		YORKVILLE POST-BOOK CLUB POSTAGE	82-820-54-00-5452 ** COMMENT **	8.32
					INVOICE TOTAL:	8.32 *
	082519-S.REDMON	07/31/19		PETITE PALETTE-YOUTUBE VIDEO EDITING CLASS INSTRUCTION	79-795-54-00-5462 ** COMMENT **	650.00
				AT&T UVERSE-06/24-07/23 TOWN SQAURE SIGN INTERNET	79-795-54-00-5440 ** COMMENT **	56.40
				SOURCE ONE-SOAP, PAPER TOWELS	79-795-56-00-5607	64.27

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900078	FNBO FIRST	NATIONAL BANK	OMAHA	(08/25/19		
	082519-S.REDMON	07/31/19	06 07	GOLD MEDAL-BRIDGE PARK CONCESSION SUPPLIES		79-795-56-00-5607 ** COMMENT **	1,128.38
				WALMART-BUNS, CUTLERY,		79-795-56-00-5607	48.14
				YORKVILLE ACE-KEYS		79-795-56-00-5606	
				SAMS - SIMPLY LEMON		79-795-56-00-5606	97.00
			11	PESOLA-EVENT BANNERS		79-795-56-00-5606	582.00
				BOUNCE TOWN-INFLATABLES		79-795-56-00-5606	1,678.50
			13	4TH OF JULY		** COMMENT **	
			14	ROC'N'KIDS-SUMMER TOT H	ROCK	79-795-54-00-5462	329.00
				CLASS INSTRUCTION		** COMMENT **	
			16	SOURCE ONE-PAPER TOWELS	3	79-795-56-00-5640	38.87
				WALMART-SPORTS DRINKS		79-795-56-00-5606	65.07
			18	WALMART-BUNS		79-795-56-00-5607	83.42
			19	WALMART-ICE	101	79-795-56-00-5606	62.16
			20	SOURCE ONE-TOILET TISSU	JE	79-795-56-00-5607	37.91
				SOURCE ONE-TOILET TISSU		79-795-56-00-5640	37.91
			22	WALMART-BUNS, CANDY		79-795-56-00-5607	
				JEWEL-RIVERFEST SUPPLIE		79-795-56-00-5606	
				SMITHEREEN-07/05 PEST (79-795-54-00-5495	
				SMITHEREEN-07/01 PEST (79-795-54-00-5495	
				SMITHEREEN-07/16 PEST (79-795-54-00-5495	
				REINDERS-WASHERS	101	79-790-56-00-5640	
				REINDERS-OIL, SPINDLE S		79-790-56-00-5640	160.33
				SCREWS, KEY SWITCH Sea		** COMMENT **	
				REINDERS-PEERS Kendal Coun		79-790-56-00-5640	
				ARAMARK#1591883189-MATS	A 10 B	79-790-56-00-5620	
				ARAMARK#1591891233-MATS		79-790-56-00-5620	
				ARAMARK#1591907355-MATS	- 1	79-790-56-00-5620	
				LISA LOMBARDI-THRILLS &		79-795-54-00-5462	170.10
				CHILLS OF ICE CREAM SUN	MMER	** COMMENT **	
			36	CAMP INSTRUCTION		** COMMENT **	5 560 40 4
						INVOICE TOTAL:	5,769.48 *
	082519-S.REMUS	07/31/19	01	FACEBOOK-EVENT ADVERTIS	SING	79-795-54-00-5426	49.00
						INVOICE TOTAL:	49.00 *
	082519-S.SLEEZER	07/31/19		GROUND EFFECTS-DIRT		79-790-56-00-5620	52.00
			02	GROUND EFFECTS-DIRT		79-790-56-00-5620	104.00
				TRUGREEN-JUNE 2019 GROUTREATMENTS		79-790-54-00-5495 ** COMMENT **	3,765.00
				FIRST PLACE RENTAL-TREN		79-790-54-00-5485	556.30
				RENTAL		** COMMENT **	555.55
				RIVERVIEW-BRAKE REPAIR		79-790-54-00-5495	1,502.70
				SPORTSFIELDS-BASEBALL		79-790-56-00-5640	1,073.47
				MIX		** COMMENT **	1,0.0.

082519-UCOY

07/31/19

UNITED CITY OF YORKVILLE MANUAL CHECK REGISTER

ID: AP2	225000.CBL					
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	CHECK DESCRIPTION DATE	ACCOUNT #	ITEM AMT
900078	FNBO FIRST NA	TIONAL BANK O	MAHA	08/25/19		
	082519-S.SLEEZER	07/31/19	10	GROUND EFFECTS-STRAW	79-790-56-00-5640 INVOICE TOTAL:	
	082519-T.HOULE	07/31/19	10	RURAL KING-MOTOR OIL HOME DEPO-REBAR HOME DEPO-PAPER TOWEL PLANO STORE-TACKLE BOX ROCK AUTO-PARKING BRAKE CABLES HOME DEPO-GROUND RODS, CLAMPS, METER PEDESTAL	79-790-56-00-5620 79-790-56-00-5640 79-790-56-00-5620 79-790-56-00-5620 79-790-56-00-5640 79-790-56-00-5640 ** COMMENT ** 79-790-56-00-5640 ** COMMENT **	129.90 47.64 89.85 7.99 53.99
	082519-T.NELSON	07/30/19	01 02 03	PIT STOP-JULY 2019 PORT-O-LET UPKEEP	INVOICE TOTAL: 79-795-56-00-5620 ** COMMENT ** 79-795-54-00-5462 ** COMMENT **	965.34 * 2,170.00 575.00 2,745.00 *
	082519-T.SOELKE	07/31/19	01 02	DICKS SPORTING-SHIRT TURF TEAM-SOD County Seat Kandal County	52-520-56-00-5600 01-410-56-00-5640 INVOICE TOTAL:	21.58 199.95 221.53 *

01-540-54-00-5442

01-540-54-00-5441

** COMMENT **
INVOICE TOTAL:

TOTAL AMOUNT PAID:

CHECK TOTAL:

** COMMENT **

01 ADVANCED DISPOSAL-JUNE 2019

03 ADVANCED DISPOSAL-JUNE 2019

02 REFUSE SERVICE

04 SENIOR REFUSE SERVICE

157,852.78 157,852.78

102,342.16

2,875.10

105,217.26 *

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INVOICES DUE ON/BEFORE 08/27/2019

CHECK #		INVOICE DATE	#	DESCRIPTION	"			
530817	5STARSOC	5 STAR SOCCER CAMPS	INC					
	062519	06/25/19		JUNE 26-30 SOCCER CAMP INSTRUCTION	79-795-54-00-546 ** COMMENT **		1,200.00	
					INVO	DICE TOTAL:	1,200.00	*
					CHECK TOTAL:		1,2	200.00
530818	AMPERAGE	AMPERAGE ELECTRICAL	SUPPL	Y INC				
	0936276-IN	07/25/19	01	SPLICE KIT	01-410-56-00-564 INVO	12 DICE TOTAL:	26.90 26.90	
	0936966-IN	07/26/19	01	BALLAST KIT	01-410-56-00-564 INVO	12 DICE TOTAL:	144.90 144.90	*
	0937546-IN	07/29/19	01	BALLAST KIT		12 DICE TOTAL:		*
	0938208-IN	07/30/19	01	WIRE	01-410-56-00-564 INVO	12 DICE TOTAL:	47.35 47.35	*
	0939803-IN	08/01/19	01	SPLICE KITS		12 DICE TOTAL:	80.70 80.70	*
	0940498-IN	08/02/19		FUSE HOLDERS, FUSES, BALLAST KIT	** COMMENT **		301.00	
					INVO	DICE TOTAL:	301.00	*
	0940499-IN	08/02/19		INSTANT RESPONSE TURN-LOCKS, LAMPS	01-410-56-00-564 ** COMMENT **	12	696.48	
					INVO	DICE TOTAL:	696.48	*
					CHECK TOTAL:		1,3	345.63
D001339	ANTPLACE	ANTHONY PLACE YORKVI	LLE L	P				

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

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INVOICES DUE ON/BEFORE 08/27/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT	
D001339	ANTPLACE	ANTHONY PLACE YORKVI	LLE L	P				
	SEPT 19	08/15/19	02 03	CITY OF YORKVILLE HOUSING ASSISTANCE PROGRAM RENT REIMBURSEMENT FOR THE MONTH OF SEPT 2019	** COMMENT ** ** COMMENT ** ** COMMENT **		634.00	
					INVOI	CE TOTAL:	634.00	*
					DIRECT DEPOSIT TO	TAL:	6	534.00
530819	ARNESON	ARNESON OIL COMPANY						
	257889	07/16/19	01	JULY 2019 GASOLINE		CE TOTAL:	186.52 186.52	
	258259	07/18/19	01	JULY 2019 GASOLINE		CE TOTAL:	652.33 652.33	
					CHECK TOTAL:		8	338.85
530820	ARNESON	ARNESON OIL COMPANY						
	258626	07/24/19	01	JULY 2019 GASOLINE		CE TOTAL:	248.74 248.74	
					CHECK TOTAL:		2	248.74
530821	ARNESON	ARNESON OIL COMPANY						
	259190	07/30/19	02	JULY 2019 DIESEL FUEL JULY 2019 DIESEL FUEL JULY 2019 DIESEL FUEL	51-510-56-00-5695 52-520-56-00-5695			*
	259820	07/31/19		JULY 2019 DIESEL FUEL JULY 2019 DIESEL FUEL	01-410-56-00-5695 51-510-56-00-5695		143.84 143.83	

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79-790 PARKS DEPARTMENT
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DATE: 08/20/19 UNITED CITY OF YORKVILLE TIME: 07:51:42 CHECK REGISTER

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INVOICES DUE ON/BEFORE 08/27/2019

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530821	ARNESON	ARNESON O	IL COMPANY					
	259820		07/31/19	03	JULY 2019 DIESEL FUEL		CE TOTAL:	143.83 431.50 *
						CHECK TOTAL:		1,127.94
530822	ATLAS	ATLAS BOB	CAT					
	689767		07/29/19	01	HYDRO/ENGINE OIL LEAK REPAIR		CE TOTAL:	576.09 576.09 *
						CHECK TOTAL:		576.09
530823	ATT	AT&T						
	630553-680	5-0719	07/25/19	01	07/25-08/24 SERVICE		CE TOTAL:	368.65 368.65 *
						CHECK TOTAL:		368.65
530824	BATTERYS	BATTERY S	ERVICE CORP	ORATI	ON			
	0052896		08/02/19	01	REBUILT BATTERY PACK		CE TOTAL:	50.00 50.00 *
						CHECK TOTAL:		50.00
530825	BCBS	BLUE CROS	S BLUE SHIE	LD				
	080819		08/08/19	02 03 04 05	SEPT 2019 HEALTH INS SEPT 2019 HEALTH INS SEPT 2019 HEALTH INS	01-110-52-00-5216 01-120-52-00-5216 01-210-52-00-5216 01-220-52-00-5216 01-410-52-00-5216 01-640-52-00-5240		9,168.77 4,173.48 52,842.97 6,930.88 8,711.00 13,823.45

01-110 ADMINISTRATION
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15-155 MOTOR FUEL TAX(MFT)
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79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

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CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT	
530825	BCBS	BLUE CROSS BLUE SHIE:	LD					
	080819	08/08/19	0.7	SEPT 2019 HEALTH INS	79-790-52-00-5216		12,462.77	
			0.8	SEPT 2019 HEALTH INS	79-795-52-00-5216		7,338.04	
			09	SEPT 2019 HEALTH INS	51-510-52-00-5216		7,634.51	
			10	SEPT 2019 HEALTH INS SEPT 2019 HEALTH INS SEPT 2019 HEALTH INS	52-520-52-00-5216		4,636.87	
			11	SEPT 2019 HEALTH INS	82-820-52-00-5216		5,537.74	
			12	SEPT 2019 DENTAL INS	01-110-52-00-5223 01-120-52-00-5223 01-210-52-00-5223		654.40	
			13	SEPT 2019 DENTAL INS	01-120-52-00-5223		654.40 432.69	
			14	SEPT 2019 DENTAL INS	01-210-52-00-5223		3,263.97	
			15	SEPT 2019 DENTAL INS	01-220-52-00-5223		587.66	
			16	SEPT 2019 DENTAL INS	01-410-52-00-5223		538 77	
			17	SEPT 2019 DENTAL INS SEPT 2019 DENTAL INS SEPT 2019 DENTAL INS	01-640-52-00-5241		1,098.27	
			18	SEPT 2019 DENTAL INS	79-790-52-00-5223		793.27	
			19	SEPT 2019 DENTAL INS SEPT 2019 DENTAL INS SEPT 2019 DENTAL INS SEPT 2019 DENTAL INS	79-795-52-00-5223		544.89	
			20	SEPT 2019 DENTAL INS	51-510-52-00-5223		563.18 319.74	
			21	SEPT 2019 DENTAL INS	52-520-52-00-5223		319.74	
			22	SEPT 2019 DENTAL INS	82-820-52-00-5223			
					INVOICE	E TOTAL:	142,639.61	*
					CHECK TOTAL:		142,6	39.61
530826	BFCONSTR	B&F CONSTRUCTION CODE	E SER	VICES				
	11540	07/15/19	01	JUNE 2019 INSPECTIONS		E TOTAL:		*
	11619	08/09/19	0.1	JULY 2019 INSPECTIONS	01-220-54-00-5459		5,610.00	
	11019	00/03/13	01	JULI 2019 INSPECTIONS		E TOTAL:	5,610.00	*
					CHECK TOTAL:		10,5	500.00
530827	BKFD	BRISTOL KENDALL FIRE	DEPA	RT.				
	073119-DEV	08/02/19	01	MAY-JUL 2019 DEVELOPMENT FEES		E TOTAL:	28,300.00 28,300.00	*
					CHECK TOTAL:		28,3	300.00

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72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

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CAMBRIA

INVOICES DUE ON/BEFORE 08/27/2019

CHECK #	- "	INVOICE DATE		I DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
530828	BOBSHARP BOB'S	SHARPENING & R	EPAIR	. INC				
	081219	08/12/19	01	3 BLADES SHARPENED	01-410-54-00-546 INVO	2 ICE TOTAL:	24.00 24.00	
					CHECK TOTAL:			24.00
530829	BUILDERS BUILD	ERS ASPHALT LLC						
	47239	07/31/19	01	ASPHALT FOR PATCHING	23-230-56-00-563 INVO	2 ICE TOTAL:	554.95 554.95	*
	47342	07/31/19	01	ASPHALT FOR PATCHING		2 ICE TOTAL:		*
					CHECK TOTAL:		9	84.50
530830	CALLONE UNITE	D COMMUNICATION	SYST	PEMS				
	1211242-1130059-0	719 06/15/19	02 03 04 05 06 07 08		01-110-54-00-544 01-210-54-00-544 51-510-54-00-544 01-210-54-00-544 01-210-54-00-544 01-110-54-00-544 51-510-54-00-544 52-520-54-00-544 01-410-54-00-543 ** COMMENT ** 79-795-54-00-544 INVO	0 0 0 0 0 0 0	165.35 165.35 165.35 1,174.84 390.15 390.15 2,390.77 479.13 53.20 57.71 301.07 6,137.65	
					CHECK TOTAL:		6,1	37.65

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

CAMBRIA SALES COMPANY INC.

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
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530831	CAMBRIA C.	AMBRIA SALES COMPAN	Y INC	·.			
	40941	08/07/19	01	AIR FRESHNER, PAPER TOWEL		010 OICE TOTAL:	156.36 156.36 *
					CHECK TOTAL:		156.36
530832	CARCONST C.	ARROLL CONSTRUCTION	SUPF	LY			
	AU033174	07/15/19	01	PLASTIC KNEELER BOARD		330 OICE TOTAL:	65.00 65.00 *
					CHECK TOTAL:		65.00
530833	CHICMAFP C	HICAGO METROPOLITAN	AGEN	ICY			
	FY2020282	07/01/19	01	FY2020 LOCAL CONTRIBUTION		60 OICE TOTAL:	677.53 677.53 *
					CHECK TOTAL:		677.53
530834	CINTASFP C	INTAS CORPORATION F	IRE 6	36525			
	0F94038508	07/25/19		07/01-09/30 MONITORING AT 3299 LEHMAN CROSSING			223.00
						OICE TOTAL:	223.00 *
					CHECK TOTAL:		223.00
530835	COMED C	OMMONWEALTH EDISON					
	0185079109-07	19 07/29/19	01	06/27-07/29 420 FAIRHAVEN		80 OICE TOTAL:	145.35 145.35 *
	0435113116-07	19 08/01/19	01	07/01-07/31 RT34 & BEECHER		82 OICE TOTAL:	51.96 51.96 *

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530835	COMED	COMMONW	EALTH EDISON						
	090304007	7-0719	07/29/19	01	06/24-07/29 MISC STREET LIGHTS		E TOTAL:	3,041.91 3,041.91	
	090801400	4-0719	07/30/19	01	06/28-07/30 6780 RT47	51-510-54-00-5480 INVOIC	E TOTAL:	65.57 65.57	
	096603807	7-0719	07/26/19	01	06/26-07/26 456 KENNEDY RD		E TOTAL:	55.54 55.54	*
	125110825	6-0719	07/26/19	01	06/26-07/26 301 E HYDRAULIC	79-795-54-00-5480 INVOIC	E TOTAL:	53.16 53.16	*
	140712504	5-0719	07/31/19	01	07/01-07/31 FOXHILL 7 LIFT		E TOTAL:	77.92 77.92	
	164706533	5-0719	07/30/19	01	06/28-07/30 SARAVANOS PUMP	52-520-54-00-5480 INVOIC	E TOTAL:	160.61 160.61	*
	201909904	4-0719	08/05/19	01	06/12-07/12 BRIDGE TANK	51-510-54-00-5480 INVOIC	E TOTAL:	40.17 40.17	*
	294070520	31-0719	07/29/19	01	06/27-07/29 RT47 & RIVER		CE TOTAL:	243.65 243.65	*
	296101704	3-0719	07/26/19	01	06/26-07/26 PRESTWICK LIFT	52-520-54-00-5480 INVOIC	CE TOTAL:	90.45 90.45	*
	311914202	5-0719	07/26/19	01	06/26-07/26 VAN EMMON LOT		CE TOTAL:	18.78 18.78	*
	408508003	3-0719	07/26/19	01	06/26-07/26 1991 CANNONBALL TR		E TOTAL:	176.49 176.49	*
	444908701	6-0719	08/05/19	01	06/26-07/29 MISC LIFT STATIONS			1,009.25 1,009.25	*

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530835	COMED COM	MONWEALTH EDISON						
	4475093053-0719	07/29/19	01	06/27-07/29 610 TOWER	51-510-54-00-5480 INVOIC		137.15 137.15	*
	6819027011-0719	08/02/19	01	06/26-07/29 MISC PR BUILDINGS		CE TOTAL:	474.88 474.88	*
	7090039005-0719	08/08/19	01	07/10-08/08 CANNONBALL & RT34	23-216-54-00-5482 INVOIC	CE TOTAL:	20.80	*
	7110074020-0719	07/26/19	01	06/26-07/26 104 E VAN EMMON		CE TOTAL:	691.76 691.76	*
	7982120022-0719	07/29/19	01	06/27-07/29 609 N BRIDGE		CE TOTAL:	17.91 17.91	*
					CHECK TOTAL:		6,5	73.31
530836	CONSTELL CON	STELLATION NEW E	NERGY					
	15366802301	08/02/19	01	06/20-07/22 420 POPLAR		CE TOTAL:	3,488.54 3,488.54	
	15412886101	07/30/19	01	06/27-07/29 1 COUNTRYSIDE PKWY		CE TOTAL:	111.64 111.64	*
					CHECK TOTAL:		3,6	500.18
530837	COREMAIN COR	E & MAIN LP						
	К897003	07/29/19	01	100CF METERS, METER COUPLING	51-510-56-00-5664 INVOIC		3,375.50 3,375.50	*
	K897020	07/29/19	01	METER COUPLING		CE TOTAL:	247.75 247.75	*

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530837	COREMAIN	CORE & MAIN LP						
	K926473	07/29/19	01	81 510M METERS		CE TOTAL:		*
					CHECK TOTAL:		14,1	53.25
530838	DEARNATI	DEARBORN NATIONAL LI	FE					
	080919	08/09/19	02 03 04 05 06 07 08 09	SEPT 2019 VISION INS	01-120-52-00-5224 01-210-52-00-5224 01-220-52-00-5224 01-410-52-00-5224 01-640-52-00-5242 79-790-52-00-5224 79-795-52-00-5224 51-510-52-00-5224 52-520-52-00-5224 82-820-52-00-5224	CE TOTAL:	94.15 58.95 464.86 90.06 76.10 179.29 108.08 78.99 82.51 43.75 84.33 1,361.07	
530839	DYNEGY	DYNEGY ENERGY SERVIC	CES					
	2669789190	71 07/31/19	01	06/26-07/28 2921 BRISTOL RDGE		CE TOTAL:	4,376.55 4,376.55	*
	2669791190	71 07/31/19	01	06/27-07/28 2224 TREMONT		CE TOTAL:	5,419.56 5,419.56	*
	2669792190	81 07/31/19	01	06/27-07/28 610 TOWER WELLS		CE TOTAL:	8,092.89 8,092.89	*
					CHECK TOTAL:		17,8	89.00

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530840	ECO	ECO CLEAN MAINTENANC	E INC					
	8049	07/29/19	02 03 04 05 06	JULY 2019 OFFICE CLEANING	01-210-54-00-5488 79-795-54-00-5488 79-790-54-00-5488 01-410-54-00-5488 51-510-54-00-5488 52-520-54-00-5488		1,005.00 525.00 254.00 65.00 65.00 65.00 2,984.00	*
530841	ENZUSA	ENZ USA INC					_,.	
	2192016	08/01/19		18.00SP SURFACE CLEANING HAND GUN	** COMMENT **	CE TOTAL:	781.50 781.50	*
					CHECK TOTAL:		7	81.50
530842	FIRST	FIRST PLACE RENTAL						
	306433-1	07/29/19	01	BLADE	52-520-56-00-5613 INVOI	CE TOTAL:	27.98 27.98	*
					CHECK TOTAL:			27.98
530843	FLATSOS	RAQUEL HERRERA						
	12266	07/31/19	01	4 NEW TIRES	79-790-54-00-5495 INVOI	CE TOTAL:	832.20 832.20	*
					CHECK TOTAL:		8	32.20
530844	FLEX	FLEX BENEFIT SERVICE	CORP					

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530844	FLEX	FLEX BENEFIT SERVICE	CORP					
	89087	08/04/19	01	JUL 2019 HRA ADMIN FEES	01-110-52-00-5216		20.00	
			02	JUL 2019 HRA ADMIN FEES	01-120-52-00-5216		10.00	
			03	JUL 2019 HRA ADMIN FEES	01-210-52-00-5216		110.00	
			04	JUL 2019 HRA ADMIN FEES	01-210-52-00-5216 01-220-52-00-5216 01-410-52-00-5216		20.00	
			05	JUL 2019 HRA ADMIN FEES	01-410-52-00-5216		6.67	
			06	JUL 2019 HRA ADMIN FEES	79-790-52-00-5216		22 50	
			07	JUL 2019 HRA ADMIN FEES	79-795-52-00-5216		17.50	
			08	JUL 2019 HRA ADMIN FEES	79-795-52-00-5216 51-510-52-00-5216 52-520-52-00-5216 01-640-52-00-5240		16.67	
			09	JUL 2019 HRA ADMIN FEES	52-520-52-00-5216		11.66	
			10	JUL 2019 HRA ADMIN FEES	01-640-52-00-5240		35.00	
			11	JUL 2019 HRA ADMIN FEES	82-820-52-00-5216		20.00	
			12	JUL 2019 FSA ADMIN FEES	01-110-52-00-5216 01-120-52-00-5216 01-210-52-00-5216 01-220-52-00-5216		12.00	
				JUL 2019 FSA ADMIN FEES	01-120-52-00-5216		4.00	
				JUL 2019 FSA ADMIN FEES	01-210-52-00-5216		24.00	
			15	JUL 2019 FSA ADMIN FEES	01-220-52-00-5216			
				JUL 2019 FSA ADMIN FEES	01-410-52-00-5216		4.00	
			17	JUL 2019 FSA ADMIN FEES	51-510-52-00-5216		12.00	
					INVOI	CE TOTAL:	350.00 *	
					CHECK TOTAL:		350.0	0 0
530845	FOXVALLE	FOX VALLEY TROPHY &	AWARD	S				
	36200	07/19/19	01	CRUISE NIGHT TROPHIES	79-795-56-00-5606		28.00	
						CE TOTAL:		
					CHECK TOTAL:		28.0	00
530846	FOXVALSA	FOX VALLEY SANDBLAST	ING					
	39941	07/24/19	01	SANDBLAST & RECOAT SHELTER	79-790-54-00-5495		560.00	
		- , , -		POSTS	** COMMENT **			
					INVOI	CE TOTAL:	560.00 *	
					CHECK TOTAL:		560.0	00

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530847	GALLS	GALL'S INC.						
	013219884	07/17/19	01	UNIFORM SHIRTS		CE TOTAL:	309.00 309.00	*
	013272045	07/24/19	01	NONINSULATED GORETEX BOOTS		CE TOTAL:	286.95 286.95	
					CHECK TOTAL:		5	95.95
530848	GREGORYK	KATELYN GREGORY						
	080819	08/12/19		ADMIN TRAINING MILEAGE			30.04	
			02	REIMBURSEMENT-GREGORY	INVOI	CE TOTAL:	30.04	*
					CHECK TOTAL:			30.04
530849	HAWKINS	HAWKINS INC						
	4549322	07/26/19	01	ROTATING ASS'Y FORT WELL 3 & 4		CE TOTAL:	320.16 320.16	*
	4549386	07/29/19		GRANDE RESERVE TREATMENT PLANT	51-510-56-00-5638 ** COMMENT **		374.50	
			02	REPAIR		CE TOTAL:	374.50	*
					CHECK TOTAL:		6	94.66
530850	HENDERSO	HENDERSON PRODUCTS,	INC.					
	287908	02/14/19	01	12 PIN HARNESS, CABLE	01-410-56-00-5640 INVOI	CE TOTAL:	470.85 470.85	
	290128	03/13/19		CARTRIDGE VALVES, SOLENOID COILS, SHUTTLE VALVE	** COMMENT **		542.64	
					INVOI	CE TOTAL:	542.64	*

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530850	HENDERSO	HENDERSON PRODUCTS	, INC.					
	290379	03/18/1	9 01	12 PIN HARNESS & PARTS		CE TOTAL:	803.39 803.39 *	
					CHECK TOTAL:		1,816	.88
530851	HENNE	VERNE HENNE CONSTR	. &					
	33655	08/05/1		POLE REPAIR AT VARIOUS CITY	01-410-54-00-5482 ** COMMENT **		1,447.60	
			-		INVOI	CE TOTAL:	1,447.60 *	
					CHECK TOTAL:		1,447	.60
530852	HETTINGA	ANDREW HETTINGER						
	JUL29-AUG11	08/12/1	9 01	UMPIRE	79-795-54-00-5462 INVOI	CE TOTAL:	60.00 60.00 *	
					CHECK TOTAL:		60	.00
D001340	HOULEA	ANTHONY HOULE						
	081419-LEAD	DERSHIP 08/14/1		2018/19 LEADERSHIP DEVELOPMENT PROGRAM COMPLETION			500.00	
						CE TOTAL:	500.00 *	
					DIRECT DEPOSIT TO	TAL:	500	.00
530853	ILPD4778	ILLINOIS STATE POL	ICE					
	073119	07/31/1		~	01-110-54-00-5462		113.00	
			02	CHECKS	** COMMENT ** INVOI	CE TOTAL:	113.00 *	
					CHECK TOTAL:		113	.00

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INVOICES DUE ON/BEFORE 08/27/2019

INVOICE ITEM CHECK # VENDOR # INVOICE # DATE # DESCRIPTION ACCOUNT # PROJECT CODE ITEM AMT 530854 ILTREASU STATE OF ILLINOIS TREASURER 123008 23-230-60-00-6059 2,120.10 503.52 02 IL RT47 & US34 51-510-60-00-6059 03 IL RT47 & US34 52-520-60-00-6059 26.50 INVOICE TOTAL: 2,650.12 * 2,650.12 CHECK TOTAL: 530855 ILTREASU STATE OF ILLINOIS TREASURER 23-230-60-00-6016 123014 08/01/19 01 BLACKBERRY CREEK 33,643.92 33,643.92 * INVOICE TOTAL: CHECK TOTAL: 33,643.92 530856 IMPERINV IMPERIAL INVESTMENTS JUNE 2019-REBATE 08/08/19 01 JUNE 2019 BUSINESS DIST REBATE 01-000-24-00-2488 24.26 24.26 * INVOICE TOTAL: 24.26 CHECK TOTAL: 530857 INNOVATI INNOVATIVE UNDERGROUND, LLC 1321 07/31/19 01 STORM SEWER TELEVISING & 01-410-54-00-5462 250.00 ** COMMENT ** 02 ASSESING @ E. ORANGE ST 250.00 * INVOICE TOTAL: 250.00 CHECK TOTAL: 530858 INTERDEV INTERDEV, LLC MSP1021775 07/31/19 01 MONTHLY BILLING FOR JULY 2019 01-640-54-00-5450 9,711.00 INVOICE TOTAL: 9,711.00 * CHECK TOTAL: 9,711.00

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530859	JIMSTRCK	JIM'S TRUCK INSPECTION	ON LL	С				
	178375	07/18/19	01	TRUCK INSPECTION		CE TOTAL:	35.00 35.00	*
	178382	07/18/19	01	TRUCK INSPECTION		CE TOTAL:	35.00 35.00	*
	178383	07/18/19	01	TRUCK INSPECTION		CE TOTAL:	35.00 35.00	*
	178386	07/18/19	01	TRUCK INSPECTION	79-790-54-00-5495 INVOI	CE TOTAL:	37.00 37.00	*
	178387	07/18/19	01	TRUCK INSPECTION		CE TOTAL:	35.00 35.00	*
	178389	07/18/19	01	TRUCK INSPECTION		CE TOTAL:	37.00 37.00	*
	178414	07/22/19	01	TRUCK INSPECTION	79-790-54-00-5495 INVOI	CE TOTAL:	37.00 37.00	*
	178514	07/31/19	01	TRUCK INSPECTION		CE TOTAL:	38.00 38.00	*
	178517	07/31/19	01	TRUCK INSPECTION		CE TOTAL:	35.00 35.00	*
					CHECK TOTAL:		32	24.00
530860	KENDCROS	KENDALL CROSSING, LL	С					
	BD REBATE	06/19 08/08/19		NCG JUNE 2019 BUSINESS DIST	01-000-24-00-2487 ** COMMENT **		884.12	
			UΖ	KEDATE	* * * * * * * * * * * * * * * * * * * *	CE TOTAL:	884.12	*
					CHECK TOTAL:		8.8	34.12

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530861	LINDCO	LINDCO EQUIPMENT SAL	ES IN	С				
	190765P	07/26/19	01	SWINGING MUDFLAP BRACKET		CE TOTAL:		
					CHECK TOTAL:		2	281.76
530862	LINDSTRO	OWEN LINDSTRAND						
	JUL29-AUG11	08/12/19	01	UMPIRE	79-795-54-00-5462 INVOI	CE TOTAL:	75.00 75.00	
					CHECK TOTAL:			75.00
530863	MENLAND	MENARDS - YORKVILLE						
	56870	07/29/19	0.2	PAIL, BUCKET ORGANIZER, WIRE STRIPPER, DUCT SEALING COMPOUND, SILICONE	** COMMENT **		25.54	
					INVOI	CE TOTAL:	25.54	*
	56884	07/29/19	01	MORTAR MIX	01-410-56-00-5640 INVOI	CE TOTAL:	16.76 16.76	
	56906	07/29/19	01	MORTAR MIX	01-410-56-00-5640 INVOI	CE TOTAL:	16.76 16.76	
	56958-19	07/30/19	01	POST HOLE DIGGER	01-410-56-00-5630 INVOI		44.97 44.97	
					CHECK TOTAL:		1	104.03
530864	MENLAND	MENARDS - YORKVILLE						
	57070	07/31/19	01	PORTABLE AC WITH HEAT		CE TOTAL:		
					CHECK TOTAL:		3	329.98

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530865	MENLAND	MENARDS - YORKVILLE						
	57105	07/31/19	01	BLOW OUT BULB	52-520-56-00-5620 INVOI) ICE TOTAL:	6.59 6.59	
	57168	08/01/19	01	SILICONE	51-510-56-00-5620 INVOI) [CE TOTAL:	3.99 3.99	*
					CHECK TOTAL:			10.58
530866	MIDWSALT	MIDWEST SALT						
	P447036	08/05/19	01	BULK ROCK SALT	51-510-56-00-5638 INVOI	B ICE TOTAL:	2,402.61 2,402.61	
					CHECK TOTAL:		2,4	02.61
530867	NARVICK	NARVICK BROS. LUMBER	. CO,	INC				
	62377	07/11/19	01	3,000AE	79-790-56-00-5640 INVOI) [CE TOTAL:	708.00 708.00	
					CHECK TOTAL:		7	08.00
530868	NEOPOST	NEOFUNDS BY NEOPOST						
	56833651	07/06/19		08/05-11/04 POSTAGE MACHINE LEASE	01-120-54-00-5485 ** COMMENT **	5	74.13	
			02	111101		ICE TOTAL:	74.13	*
					CHECK TOTAL:			74.13
530869	NICOR	NICOR GAS						
	00-41-22-8	748 4-0719 08/02/19	01	07/02-08/01 1107 PRAIRIE LN) [CE TOTAL:	47.86 47.86	*

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530869	NICOR NICOR GAS							
	12-43-53-5625 3-0719	08/02/19	01	047/02-08/02 609 N BRIDGE		E TOTAL:	22.30 22.30	*
	15-41-50-1000 6-0719	08/02/19	01	07/01-07/30 804 GAME FARM RD		E TOTAL:	124.43 124.43	*
	15-64-61-3532 5-0719	08/01/19	01	07/01-07/30 1911 CANNONBALL TR		E TOTAL:	40.91 40.91	*
	20-52-56-2042 1-0719	07/30/19	01	06/28-07/28 420 FAIRHAVEN	01-110-54-00-5480 INVOIC		107.16 107.16	*
	23-45-91-4862 5-0719	08/02/19	01	07/03-08/02 101 BRUELL ST		E TOTAL:	112.23 112.23	*
	31-61-67-2493 1-0719	08/09/19	01	07/09-08/09 276 WINDHAM CR	01-110-54-00-5480 INVOIC	E TOTAL:	37.61 37.61	*
	40-52-64-8356 1-0719	08/05/19	01	07/05-08/04 102 E VAN EMMON	01-110-54-00-5480 INVOIC	E TOTAL:	105.59 105.59	*
	46-69-47-6727 1-0719	08/07/19	01	07/07-08/06 1975 N BRIDGE		E TOTAL:	106.79 106.79	*
	61-60-41-1000 9-0719	08/05/19	01	07/02-08/02 610 TOWER		E TOTAL:	49.77 49.77	*
	62-37-86-4779 6-0719	08/07/19	01	07/07-08/06 185 WOLF ST		E TOTAL:	18.78 18.78	*
	66-70-44-6942 9-0719	08/07/19	01	07/07-08/06 1908 RAINTREE RD		E TOTAL:	148.90 148.90	*
	80-56-05-1157 0-0719	08/07/19	01	07/07-08/06 2512 ROSEMONT	01-110-54-00-5480 INVOIC	E TOTAL:	43.60 43.60	*

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530869	NICOR NICOR GA	AS						
	83-80-00-1000 7-0719	08/05/19	01	07/02-08/02 610 TOWER UNIT B		O ICE TOTAL:	41.72 41.72	*
	91-85-68-4012 8-0719	08/02/19	01	07/01-07/30 902 GAME FARM RD		O ICE TOTAL:	353.54 353.54	*
	95-16-10-1000 4-0719	08/05/19	01	07/03-08/02 1 RT47		O ICE TOTAL:	34.63 34.63	*
					CHECK TOTAL:		1,3	95.82
530870	O'REILLY O'REILLY	AUTO PARTS						
	5613-174439	07/18/19	01	OIL FILTER	01-410-56-00-564 INVO	O ICE TOTAL:	5.49 5.49	
	5613-175341	07/31/19	01	CAR CLEANERS	52-520-56-00-562 INVO	8 ICE TOTAL:	38.95 38.95	*
	5613-175743	08/05/19	01	GLASS CLEANER	01-410-56-00-562 INVO	8 ICE TOTAL:	4.49 4.49	*
	5613-176018	08/09/19	01	HAND CLEANER	52-520-56-00-561 INVO	O ICE TOTAL:	16.99 16.99	*
	5613-176321	08/13/19	01	STARTER	01-410-56-00-562 INVO	8 ICE TOTAL:	165.94 165.94	*
					CHECK TOTAL:		2	31.86
D001341	ORRK KATHLEEN	FIELD ORR &	ASSO	C.				
	15985	08/05/19		MISC CITY LEGAL MATTERS DOWNTOWN TIF II MATTERS	01-640-54-00-545 89-890-54-00-546		5,579.25 1,386.75	

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D001341	ORRK	KATHLEEN FIELD ORR	& ASSO	c.				
	15985	08/05/19	04 05 06 07	MEETINGS	01-640-54-00-5456 01-640-54-00-5456 01-640-54-00-5456 01-640-54-00-5456 79-790-54-00-5466		129.00 53.75 43.00 500.00 322.50 193.50 8,207.75	*
					DIRECT DEPOSIT TO	TAL:	8,2	07.75
530871	OSWEFIRE	OSWEGO FIRE PROTECT	ION DI	ST.				
	073119-DEV	08/02/19	01	MAY-JUL 2019 DEVELOPMENT FEES		CE TOTAL:	2,192.40 2,192.40	
					CHECK TOTAL:		2,1	92.40
530872	PARADISE	PARADISE CAR WASH						
	223957	08/08/19	01	JULY 2019 CAR WASHES	01-210-54-00-5495 INVOI	CE TOTAL:	50.00 50.00	*
					CHECK TOTAL:			50.00
530873	PEPSI	PEPSI-COLA GENERAL	BOTTLE					
	1-7WFJJ52	08/12/19	01	CONCESSION DRINKS	79-795-56-00-5607 INVOI	CE TOTAL:	363.98 363.98	*
					CHECK TOTAL:		3	63.98
530874	PERFCONS	PERFORMANCE CONSTRU	CTION	&				
	PAY #1-2019	08/08/19	01	ENGINEER'S PAY ESTIMATE #1	51-510-60-00-6025		219,170.70	

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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

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530874	PERFCONS	PERFORMANCE CONSTRUC	TION	&			
	PAY #1-2019	08/08/19		EAST ORANGE STREET WATER MAIN IMPROVEMENTS	** COMMENT **	E TOTAL:	219,170.70 *
					CHECK TOTAL:		219,170.70
530875	PESOLA	PESOLA MEDIA GROUP					
	1266325	08/01/19		GRAPHIC DESIGN CHARGES FOR HOMETOWN DAYS ADVERTISING	** COMMENT **		112.50
					INVOIC	E TOTAL:	112.50 *
					CHECK TOTAL:		112.50
530876	R0001518	KATIE KUSNIERZ					
	151199R	08/12/19		PRESCHOOL CLASS CANCELLATION REFUND	79-000-44-00-4403 ** COMMENT **		50.00
					INVOIC	E TOTAL:	50.00 *
					CHECK TOTAL:		50.00
530877	R0002270	BRAHMS CONTRUCTION L	LC				
	CDRHRST	07/26/19		CEDARHURST SECURITY GUARANTEE REFUND	01-000-24-00-2415 ** COMMENT **		15,500.00
			02	REFUND	* *	E TOTAL:	15,500.00 *
					CHECK TOTAL:		15,500.00
530878	R0002271	KARTHIK RAMAN					
	073119	07/31/19		REFUND OVERPAYMENT ON FINAL BILL FOR ACCT#0300305470-01	01-000-13-00-1371 ** COMMENT **		410.34
			, _		* *	E TOTAL:	410.34 *
					CHECK TOTAL:		410.34

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530879	R0002272	SERGIO SALAS-ORTEGA						
	PERMIT 201	91010-RFND 08/08/19		REFUND PERMIT 20191010 DUE TO DUPLICATE PAYMENT	01-000-42-00-4210 ** COMMENT **		50.00	
					INVOI	CE TOTAL:	50.00	*
					CHECK TOTAL:			50.00
530880	R0002273	MARK & TRACIE BUSHEL	L					
	073119	07/31/19		REFUND OVERPAYMENT ON FINAL BILL FOR ACCT#0300602620-01			79.41	
			02	BILL FOR ACCI#0300002020 01		CE TOTAL:	79.41	*
					CHECK TOTAL:			79.41
530881	R0002274	ASHLEY MCGHEE						
	060619	06/06/19	01	DAMAGED MAILBOX REPLACEMENT		CE TOTAL:	59.99 59.99	
					CHECK TOTAL:			59.99
530882	R0002275	KELLY KRAJEC						
	081019	08/10/19	01	BEECHER DEPOSIT REFUND		CE TOTAL:	100.00	*
					CHECK TOTAL:		1	00.00
530883	RUSSPOWE	RUSSO HARDWARE INC.						
	6308439	08/07/19	01	BACK SPRAYER PISTON PUMPS		CE TOTAL:	206.97 206.97	
					CHECK TOTAL:		2	06.97

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530884	SONOMA	SONOMA-UNDERGROUND	SERVI	CES				
	122855	08/08/19	01	RT47 TRAFFIC SIGNAL REPAIR		E TOTAL:	6,273.00 6,273.00	
					CHECK TOTAL:		6,2	273.00
530885	SOSTECH	SOS TECHNOLOGIES						
	165875	08/06/19	01	HEARTSTART SMART PADS		E TOTAL:	180.95 180.95	
					CHECK TOTAL:		1	.80.95
530886	SPEEDWAY	FLEETCOR SUPERFLEE	MASTI	ERCARD				
	FB638-0811	19 08/11/19	01	JULY 2019 GASOLINE		E TOTAL:	15.92 15.92	
					CHECK TOTAL:			15.92
530887	SWANSONL	LUKE SWANSON						
	071919	08/06/19	02 03	REIMBURSEMENT FOR GUAGE & HOSE REFRIGERANT FROM AUTO ZONE DURING TRAVEL TO POLICE ACADEMY	** COMMENT ** ** COMMENT ** ** COMMENT **		54.49	
					INVOIC	E TOTAL:	54.49	*
					CHECK TOTAL:			54.49
530888	TRAFFIC	TRAFFIC CONTROL COR	RPORAT	ION				
	113072	05/30/19	01	NIPPLE	01-410-54-00-5435 INVOIC	E TOTAL:	128.00 128.00	
					CHECK TOTAL:		1	128.00

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530889	TRCONTPR	TRAFFIC CONTROL & PR	OTECT	TION				
	101622	08/02/19	01	MISC SIGNS		9 ICE TOTAL:	763.15 763.15	*
	101654	08/05/19	01	PED WALK SIGNAL PUSH BUTTON			80.65 80.65	*
					CHECK TOTAL:		8	343.80
530890	TRICO	TRICO MECHANICAL , I	NC					
	4985	08/05/19	01	YORKVILLE PD HVAC REPAIR		6 ICE TOTAL:	432.50 432.50	
	4996	08/06/19		REPLACE CONDENSING UNIT AT CITY HALL	** COMMENT **		4,694.00	
						ICE TOTAL:	,	
					CHECK TOTAL:		5,1	26.50
530891	TURFTEAM	THE TURF TEAM, INC.						
	142499	08/09/19	01	BLADES	01-410-56-00-564 INVO	0 ICE TOTAL:	68.97 68.97	
					CHECK TOTAL:			68.97
530892	UPS5361	DDEDC #3, INC						
	080819	08/08/19	01	1 PKG TO KFO	01-110-54-00-545 INVO	2 ICE TOTAL:	32.20 32.20	
					CHECK TOTAL:			32.20
530893	VITOSH	CHRISTINE M. VITOSH						

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530893	VITOSH	CHRISTINE M. VITOSH						
	1958	07/31/19		PUBLIC HEARING FOR E VAN EMMON & BENJAMIN ST REZONING			79.77	
			03	REZONING & VARAINCES FOR 701			79.77	
			05	TEXT AMENDMENT FOR ACCESSORY STRUCTURES & USES			79.78	
				01100101120 % 0020		E TOTAL:	239.32	*
	CMV 1954	07/31/19	01	JULY 2019 ADMIN HEARINGS		E TOTAL:	500.00	*
	CMV 1957	07/31/19	01	JUNE 2019 ADMIN HEARINGS		E TOTAL:	400.00	*
					CHECK TOTAL:		1,1	39.32
530894	WERDERW	WALLY WERDERICH						
	081219-JULY	08/12/19	01	JULY 2019 ADMIN HEARINGS		E TOTAL:	300.00 300.00	*
	081219-JUNE	08/12/19	01	JUNE 2019 ADMIN HEARINGS		E TOTAL:	300.00 300.00	*
	081219-MAY	08/12/19	01	MAY 2019 ADMIN HEARINGS	01-210-54-00-5467 INVOIC		300.00	*
					CHECK TOTAL:		9	00.00
D001342	YBSD	YORKVILLE BRISTOL						
	2019.0017	08/05/19	01	AUG 2019 LANDFILL EXPENSE		E TOTAL:	14,174.24 14,174.24	
	719SF	08/06/19	01	JUL 2019 SANITARY FEES		E TOTAL:	234,405.18 234,405.18	
					DIRECT DEPOSIT TOT	AL:	248,5	79.42

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

DATE: 08/20/19 TIME: 07:51:42 UNITED CITY OF YORKVILLE CHECK REGISTER

TIME: 07:51:42
ID: AP211001.W0W

INVOICES DUE ON/BEFORE 08/27/2019

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
530895	YORKSCHO	YORKVILLE SCHOOL DI	ST #11	5				
	073119-LC	08/02/19	01	MAY-JUL 2019 LAND CASH		E TOTAL:	50,432.40 50,432.40	*
					CHECK TOTAL:		50,4	132.40
530896	YOUNGM	MARLYS J. YOUNG						
	071019	07/29/19	01 02	REZONING FOR E VAN EMMON &			17.07	
			03	REZONING & VARIANCES FOR 701 N			17.06	
			05 06	TEXT AMENDMENT FOR ACCESSORY STRUCTURES & USES	01-220-54-00-5462 ** COMMENT **		17.06	
			07 08	PLANNING & ZONING COMMISSION MEETING MINUTES	01-220-54-00-5462 ** COMMENT **		17.06	
					INVOIC	E TOTAL:	68.25	*
	071119	08/03/19		07/11 PLAN COUNCIL MEETING MINUTES	90-144-00-00-0011 ** COMMENT **		50.00	
					INVOIC	E TOTAL:	50.00	*
	071119-PR	08/13/19		7/11/19 PARK BOARD MEETING MINUTES	79-790-54-00-5462 ** COMMENT **		85.00	
					INVOIC	E TOTAL:	85.00	*
					CHECK TOTAL:		2	203.25

TOTAL CHECKS PAID: 606,208.45

TOTAL DIRECT DEPOSITS PAID: 257,921.17

TOTAL AMOUNT PAID: 864,129.62

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



UNITED CITY OF YORKVILLE PAYROLL SUMMARY August 9, 2019

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 19,489.33	\$ -	19,489.33	\$ 1,772.54	\$ 1,434.20	\$ 22,696.07
FINANCE	10,703.46	-	10,703.46	983.33	804.02	\$ 12,490.81
POLICE	108,883.21	6,161.64	115,044.85	582.94	8,414.91	\$ 124,042.70
COMMUNITY DEV.	19,050.86	-	19,050.86	1,753.18	1,420.17	\$ 22,224.21
STREETS	13,753.13	-	13,753.13	1,180.79	998.63	\$ 15,932.55
WATER	14,831.29	337.94	15,169.23	1,362.56	1,110.24	\$ 17,642.03
SEWER	6,405.67	-	6,405.67	507.87	454.03	\$ 7,367.57
PARKS	23,148.77	-	23,148.77	1,830.91	1,700.82	\$ 26,680.50
RECREATION	15,475.62	-	15,475.62	1,298.47	1,150.65	\$ 17,924.74
LIBRARY	16,969.88	-	16,969.88	960.48	1,274.67	\$ 19,205.03
TOTALS	\$ \$ 248.711.22	\$ 6.499.58	\$ 255.210.80	\$ 12.233.07	\$ 18.762.34	\$ 286,206,21

TOTAL PAYROLL

\$ 286,206.21



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, August 27, 2019

ACCOUNTS PAYABLE	DATE	
Clerk's Check #131152- Kendall County Recorder (<i>Page 1</i>)	08/06/2019	159.00
Manual Check#530111 -Iamack Loghmani (Page 2)	08/08/2019	13,000.00
Manual Check#530112 -Propiedades Magana (Page 3)	08/09/2019	4,000.00
City MasterCard Bill Register (Pages 4 - 11)	08/25/2019	157,852.78
City Check Register (Pages 12 - 37)	08/27/2019	864,129.62
SUB-TOTAL:		\$1,039,141.40
PAYROLL		
Bi - Weekly (Page 38)	08/09/2019	\$ 286,206.21
SUB-TOTAL:		\$ 286,206.21
TOTAL DISBURSEMENTS:		\$ 1,325,347.61



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

	_		
Agenda	Item	Numl	oe1

Mayor's Report #1

Tracking Number

CC 2019-50

Agenda Item Summary Memo

Title: Appointments to Boards and Commissions
Meeting and Date: City Council – August 27, 2019
Synopsis: Appointment to Park Board – Victor Perez
Appointment to Planning and Zoning Commission – Greg Millen
Council Action Previously Taken:
Date of Action: Action Taken:
Item Number:
Type of Vote Required: Majority
Council Action Requested: Approval
Submitted by: Mayor John Purcell
Name Department
Agenda Item Notes:



United City of Yorkville

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

www.yorkville.il.us

United City of Yorkville Board & Commission Application

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

Name	Greg Millen		
Addre	SS		
Phone	Home	Work	Cell
Email		Subdivisi	on Country Hills
Please	indicate the Board/Commission(s	s) that you would like to pa	rticipate on:
	☐ Fire and Police Commission☐ Library Board☐ Park Board	_	and Zoning Commission sion Fund Board
The fo	llowing questions help in selection	on of board/commission me	mbers.
1.	Indicate your experience (personal residents of the United City of Y		will help you in serving the
	I have been on the Chamber Business owner in Yorkville for Worked in the building industry homes & commercial property	or over 20 yrs. 50 year re ry for over 35 years, I ha	esident of Yorkville. ve experience w/building
2.	Why do you want to serve on a l	Board/Commission for the	United City of Yorkville?
	I bring value to the Board with responsible. I feel I can bring while considering the safety a	a perspective for both bi	g and small business
Thank	you for your interest in being a	part of the development of	the United City of Yorkville!
underta	policy of the United City of Yorkville to kings. It is the policy of the City to con mployment Opportunity Act and all State	form with all aspects of Federal	

	stand that as part of the process of bein ation on anyone being considered for ap		
Greg	Millen Digitally signed Date: 2019.08.3	by Greg Millen 22 11:50:12 -05'00'	08/22/19
Signatu	ire of Applicant		Date
For office	e use only: Date Received	Initials	



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

Agenda Item Number
Mayor's Report #2
Tracking Number
CC 2019-51

Agenda Item Summary Memo

Public Works Parks and Recreation

Title: Adult-Use Cannabis				
Meeting and Date: C	ity Council – August 27, 2019			
Synopsis: Please see a	ttached.			
Council Action Previo	usly Taken:			
Date of Action:	Action Taken:			
Item Number:				
Type of Vote Required	l: Majority			
Council Action Reque	sted: Approval			
Submitted by:		Administration		
	Name	Department		
	Agenda Item Not	tes:		



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: August 19, 2019

Subject: Cannabis

Summary

Review of various topics on adult-use cannabis.

Background

Attorney Orr has drafted a memo that gives an overview on Public Act 101-0027 (attached), the Cannabis Regulation and Tax Act. I have attached some informational fact sheets from IML on the Act. As it relates to the City Council's discussion on the Act, we have four areas of discussion:

- 1) Zoning issues, tentatively scheduled to be reviewed by the Economic Development Committee
 - a. Municipalities are allowed to opt out of the sale, production, and distribution of cannabis. While the City has adopted zoning requirements on medicinal cannabis sale and production facilities, staff is requesting feedback on whether zoning requirements should be prepared (new or amended) to govern new recreational cannabis businesses. Alternatively, ordinances could be drafted to completely prohibit these businesses.
- 2) Policing issues, tentatively scheduled to be reviewed by the Public Safety Committee
 - a. First and foremost, private use of cannabis in the City can not be prohibited. However, the City is allowed to restrict use in public places, schools, child care facilities, etc. The potential restrictions in public places can govern possession and public consumption and can include civil penalties for violations of local ordinances. Staff will prepare different options for code amendments to govern public use and possession, but any feedback from the City Council in advance of the committee meeting will be appreciated. Finally, the state act amends the Smoke Free Illinois laws to include cannabis.
- 3) Taxation, tentatively scheduled to be reviewed by the Administration Committee
 - a. If local sales are allowed in City limits, the City may impose a local sales tax of 3%. Some brief research shows that cannabis retail shops should have anywhere from \$500,000 to \$5,000,000 in gross sales, which could generate \$15,000 to \$150,000 in local sales taxes. Despite municipal lobbying efforts, cities are prohibited from imposing a local license for cannabis sales (similar to tobacco or liquor sales). Staff requests feedback on a sales tax amount, if sales are allowed.
- 4) Employment law issues, tentatively scheduled to be reviewed by the Administration Committee
 - a. The City's labor attorney is preparing a variety of employee manual amendments related to cannabis. The City's various drug testing and enforcement sections will have to be amended to accommodate the legal private use of cannabis. Similar to tobacco use and the Smoke Free Illinois Act, employers may prohibit use in the workplace or while on-

call. Staff recommends prohibiting use in the workplace and on call, but requests feedback on that proposal.

Recommendation

Staff requests feedback on all of the issues outlined above. If there are strong opinions one or another about the sale of cannabis in City limits, City staff can save time and effort by tailoring the ordinances and resolutions in accordance with those opinions.

LAW OFFICE KATHLEEN FIELD ORR & ASSOCIATES

2024 Hickory Road, Suite 205 (312)382-2113

KATHLEEN FIELD ORR

kfo@kfoassoc.com

MEMORANDUM

To: Mayor and City Council of the United City of Yorkville

From: Kathleen Field Orr, City Attorney

Date: August 22, 2019

Re: Cannabis Regulation and Tax Act

Beginning January 1, 2020, the sale, possession, and use of recreational cannabis will be legal throughout Illinois.

Although the Cannabis Regulation and Tax Act (410 ILCS 705/1-1, et seq.) (the "Cannabis Act") does not allow municipalities (including home rule) to prohibit private consumption of marijuana, many factors concerning cannabis are within municipalities' regulatory authority. The new law also permits municipalities to "opt-out" of the business of dispensing or cultivating recreational cannabis.

I. <u>Cannabis Businesses Authorized by the Cannabis Act</u>

The types of businesses which will be licensed by the State under the Cannabis Act are identified in the Act are:

- Cannabis Craft Grower
 - Cultivates, dries, cures, and packages cannabis
- Cannabis Cultivation Center
 - o Cultivates, processes, and transports cannabis
- Cannabis Dispensing Organization
 - O Acquires, sells, and dispenses cannabis, cannabis products, and cannabis paraphernalia
- Cannabis Infuser Organization
 - O Incorporates cannabis or cannabis concentrate into cannabis products
- Cannabis Processing Organization

- Extracts chemicals to create cannabis concentrate, or incorporate cannabis into cannabis products
- Cannabis Transporting Organization
 - Transports cannabis on behalf of cannabis businesses

The licensing of Cannabis Cultivation Centers, Cannabis Infuser Organizations, Cannabis Processing Organization, Cannabis Craft Growers and Cannabis Transporting Organization is to be done by the Illinois Department of Agriculture and the licensing of Cannabis Dispensary Organizations is to be done by the Department of Financial and Professional Regulation.

II. Authority Granted to Municipalities under the Cannabis Act

- A. The Cannabis Act authorizes a municipality to prohibit a cannabis business establishment with the exception of home cultivation.
- B. The Cannabis Act authorizes a municipality to regulate cannabis business establishments governing:
 - (i) Reasonable restrictions of time, place and manner of operation;
 - (ii) Number of cannabis business operations;
 - (iii) Reasonable zoning ordinances or resolutions;
 - (iv) Minimum distance between cannabis business establishments;
 - (v) Conditional use permits to limit locations deemed sensitive, including colleges and universities;
 - (vi) On-premise consumption at or in a cannabis business establishment in a manner consistent with the Cannabis Act; and,
 - (vii) Civil penalties for violations of any of the foregoing.

III. State Restrictions Regarding the Use of Cannabis

- A. The State has established specific regulations regarding the use of cannabis for which civil penalties for violations may be imposed:
 - (i) Transfer of cannabis, within or without remuneration, to a person under 21 years of age;
 - (ii) Purchase, possession, use, transport, consumption or growing of cannabis by a person under 21 years of age (unless authorized by the Compassionate Use of Medical Cannabis Pilot Program Act);
 - (iii) Permission by a parent or guardian to the consumption of cannabis by a person under 21 years of age (a Class A misdemeanor imposing a fine not less than \$500.00);
 - (iv) Possession of a resident of the State who is 21 years of age or older, of more than: (a) 30 grams of cannabis flower;

- (b) 500 milligrams of THC contained in a cannabis-infused product; or,
- (c) 5 grams of cannabis concentrate.
- (v) Possession by a non-resident of the State who is 21 years of age or older, more than:
 - (a) 15 grams of cannabis flower;
 - (b) 2.5 grams of cannabis concentrate; or,
 - (c) 250 milligrams of THC contained in a cannabis infused product (a & b are considered cumulative)
- (vi) Undertaking any task under the influence of cannabis when doing so would constitute negligence, professional malpractice or professional misconduct;
- (vii) Possessing cannabis in a school bus; on the grounds of a preschool or primary or secondary school; in any correctional facility; in a vehicle unless in a sealed container; or, in a private residence which is used at any time to provide licensed childcare;
- (viii) Using cannabis on a school bus, grounds of a preschool or primary or secondary school, in a correctional facility; in a motor vehicle, private residence used at any time to provide licensed child care; in a public place or in close physical proximity to a person under the age of 21 years;
- (ix) Smoking cannabis in any place where smoking is prohibited under the Smoke Free Illinois Act.
- (x) Operating, navigating or in physical control of a vehicle in violation of the Illinois Vehicle Code;
- (xi) Use of cannabis by a law enforcement officer when on duty; and,
- (xii) Use of cannabis by a person holding a commercial driver's license while on duty.

IV. Taxation

- A. Pursuant to the Cannabis Act, the state has imposed the following taxes:
 - 1. Cannabis Cultivation Privilege Tax of 7% upon the gross receipts from the first sale of cannabis by a cultivator.
 - 2. Cannabis Purchaser Excise Tax as follows:
 - (a) 10% of the purchase price of any cannabis (other than a cannabis infused product with a delta-9 tetrahydrocannabinol less than 35%;
 - (b) 25% of the purchase price of any cannabis (other than a cannabis infused product) with a delta-9 tetrahydrocannabinol level above 35%; and,
 - (c) 20% of the purchase price of a cannabis infused product.
- B. 8% of the tax proceeds received by the State after allocations to the Department of Revenue as reimbursement for the implementation, administrate and enforcement of the Cannabis Act and reimbursement of costs incurred by State courts, the Attorney General, State's Attorneys, Civil legal aid and the Department of Police to facilitate petitions for expungement, shall be paid to the LOCAL GOVERNMENT DISTRIBUTIVE FUND.
- C. The Illinois Municipal Code is amended by the Cannabis Act to authorize the corporate authorities to impose a tax upon all persons engaged in the business of

selling cannabis in an amount not to exceed 3% of the gross receipts, to be imposed in ¼% increments. The tax is to be administered by the Department of Revenue ("DOR") less 1.5% which is to be transferred to the Tax Compliance and Administrative Fund established by DOR. This tax is in addition to the 1% municipal retail tax and 1% non-home rule retail tax.

V. Employment

- A. The Cannabis Act addresses an employer's right to:
 - 1. Adopt reasonable zero tolerance or drug-free work place policies concerning drug testing, smoking, consumption, storage, of use of cannabis while either in the workplace or on-call;
 - 2. Prevent an employee from permitting an employee to perform his or her job when under the influence of or the use of cannabis;
 - 3. Limit or prevent discipline or termination for violating employer's policies.
- B. Nothing in the Cannabis Act shall create a cause of action against an employer for subjecting an employee reasonable alcohol and drug testing on a good-faith that the employee used or possessed cannabis in the work place, that the employee was impaired as the result of the use or under the influence of cannabis when in the workplace or where an injury occurs to a third person if the employer had no reason to know employee was impaired.

VI. Minimum Requirements

Whether or not a municipality determines it to be in the best interest of its residents to prohibit the dispensing or cultivation of cannabis within its boundaries or to permit dispensing and cultivation, each municipality should determine the process and procedures for the adjudication of violations of the Cannabis Act and adopt such ordinances as may be necessary to authorize such actions.

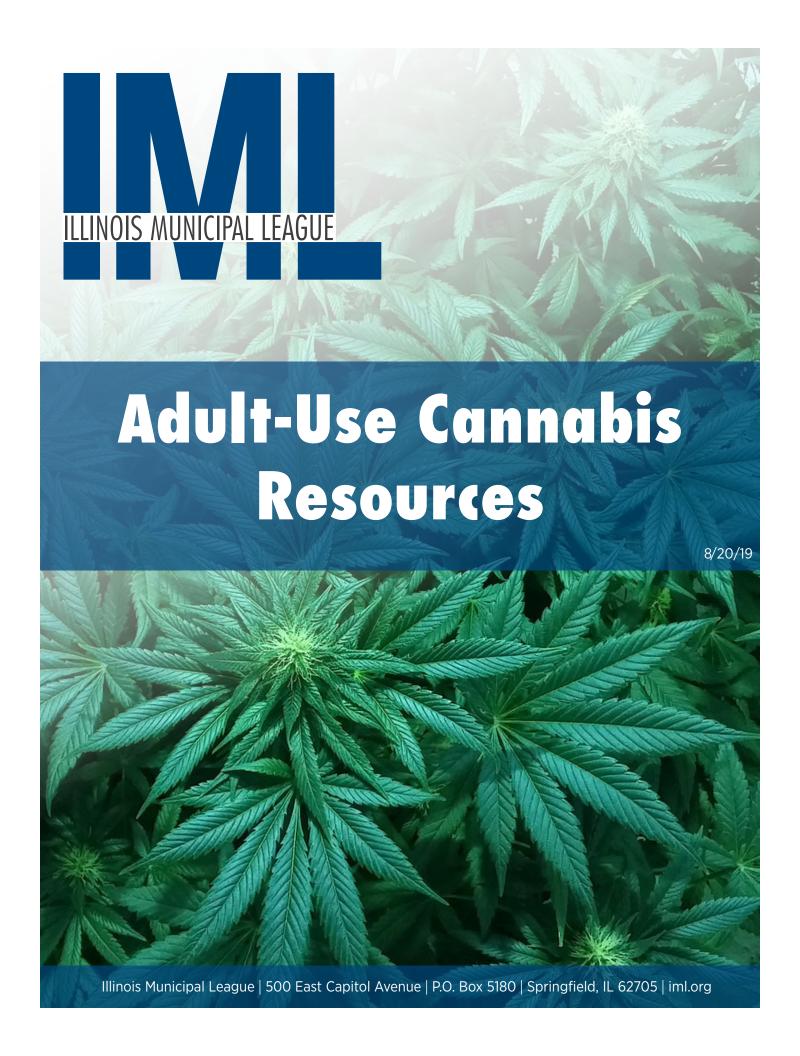
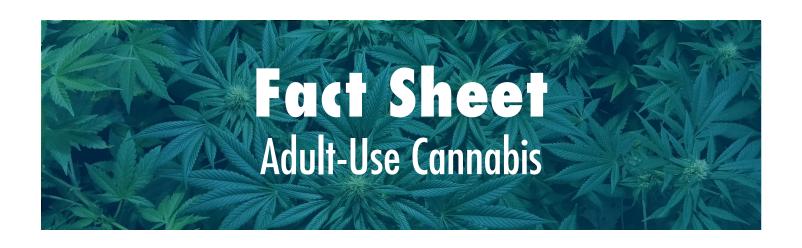


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Model Ordinance: Municipal Cannabis Business Prohibition	4
Model Ordinance: Municipal Cannabis Business Zoning	8
Model Ordinance: Municipal Cannabis Retailers' Occupation Tax	17
Disclaimers and Referrals	20





FACT SHEET

Adult-Use Cannabis

Public Act 101-0027 creates the Cannabis Regulation and Tax Act and was signed into law by Governor JB Pritzker on June 25, 2019. Effective January 1, 2020, the Act legalizes the possession and private use of cannabis for Illinois residents over 21 years of age.



7/15/19

LOCAL REGULATION OF CONSUMPTION

Municipalities may not restrict the private consumption of cannabis that is authorized by the Act. However, the Act prohibits the use of cannabis in public places, schools and child care facilities among other locations. Municipalities may adopt and enforce local ordinances to regulate possession and public consumption of cannabis so long as the regulations and penalties are consistent with the Act.

HOME GROW LIMITED TO MEDICAL PROGRAM PARTICIPANTS

Home grow cannabis will be authorized only for medical cannabis program participants, and is limited to five plants in their residence and subject to specified restrictions. Home grow of recreational cannabis by non-medical participants is prohibited. More information about the medical cannabis program is available via this link.



ZONING

The Act preserves local zoning authority and directly authorizes municipalities to prohibit (opt out) or significantly limit the location of cannabis businesses by ordinance. Municipalities will have the authority to enact reasonable zoning regulations that are not in conflict with the act. This would include the authority to opt out of either commercial production or distribution (dispensaries) of adult-use cannabis within their jurisdiction. Municipalities also may enact zoning ordinances and regulations designating the time, place, manner and number of cannabis business operations, including minimum distances between locations through conditional use permits.

BUSINESS REGULATION

In addition to zoning authority, municipalities will have the authority to allow for on-premise use of cannabis at locations to be determined locally. The Act anticipates that local authorities will engage in inspections of cannabis-related businesses. Municipalities may establish and impose civil penalties for violations of the local ordinances and regulations.

LOCAL REVENUE

Municipalities, by ordinance, may impose a Municipal Cannabis Retailers' Occupation Tax on adult-use cannabis products of up to 3% of the purchase price, in .25% increments. Counties may impose up to 3.75% in unincorporated areas, in .25% increments. The taxes imposed under this Act shall be in addition to all other occupation, privilege or excise taxes imposed by the State of Illinois or by any unit of local government, such as sales tax.



SMOKE FREE ILLINOIS ACT

The Act applies the restrictions of the Smoke Free Illinois Act on smoking cannabis, and provides that property owners may prohibit the use of cannabis by any guest, lessee, customer or visitor. In addition, lessors may prohibit cultivation of cannabis by their lessees.

EMPLOYER PROVISIONS

The Act provides employer protections including that nothing in the enactment prohibits employers from adopting reasonable zero-tolerance or drug-free workplace employment policies concerning drug testing, smoking, consumption, storage or use of cannabis in the workplace or while on-call. These policies must be applied in a nondiscriminatory manner. Employers may prohibit the use of cannabis by employees in the workplace, and engage in discipline, including termination, for violations of those polices and workplace rules.

STATE LICENSING

The Act authorizes the production and distribution of cannabis and cannabis products through state-licensed cultivators, craft growers, infusers, transporters and dispensaries. Cannabis transporters will be separately

licensed by the Act, as well. A market study due in March 2021 will inform future licensing. The state will issue licenses according to a graduated scale. By the end of the first year, there will be up to 295 dispensing organizations. The Act will allow up to 500 dispensing organizations by January 1, 2022. Cultivators will be capped at 50, and 100 craft growers will be allowed. By that same date, 100 infusers will also be authorized to be licensed.

GRANTS AND INVESTMENT

The Act establishes the Restore, Reinvest and Renew (R3) Program to invest in communities historically impacted by economic disinvestment and violence. The Illinois Criminal Justice Information Authority (ICJIA) will identify R3 areas that qualify for funding, and grants will be awarded by the R3 Board. A 22-member R3 Board will award grants throughout the state, subject to an application process and the Government Accountability and Transparency Act (GATA); the R3 Board shall be chaired by the Lt. Governor.

SOCIAL EQUITY

The Act provides for a social equity program to establish a legal cannabis industry that is accessible to those most adversely impacted by the enforcement of drug-related laws in this state,

including cannabis-related laws. Qualifying social equity applicants may be awarded financial assistance and incentives if they are interested in establishing cannabis related businesses.

DECRIMINALIZATION AND EXPUNGEMENTS

A significant portion of the Act addresses the decriminalization of cannabis through mandatory and discretionary expungements of criminal convictions relating to non-violent cannabis offenses.

STATE REVENUE

State revenues derived from the Cannabis Regulation and Tax Act will be deposited into the Cannabis Regulation Fund. The funds will be distributed to multiple state agencies for implementation of the Act. The legalization of adult cannabis also includes a new source of Local Government Distributive Fund (LGDF) dollars. A portion of the Cannabis Regulation Fund revenues (8% of deposits) will go to local governments, through LGDF, which will be used to fund crime prevention programs, training and interdiction efforts. The Cannabis Regulation Fund is derived from moneys collected from state taxes, license fees and other amounts required to be transferred into the Fund.

Municipal Cannabis Business Prohibition



MODEL ORDINANCE MUNICIPAL CANNABIS BUSINESS PROHIBITION

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE
OF THE CITY/VILLAGE OF
BY THE ADDITION OF [ARTICLE/CHAPTER]
PROHIBITING CANNABIS BUSINESS ESTABLISHMENTS

WHEREAS, the City/Village has the authority to adopt ordinances and to promulgate rules and regulations [that pertain to its government and affairs and] that protect the public health, safety and welfare of its citizens; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, which provides that the City/Village has the authority to prohibit adult-use cannabis business establishments; and

WHEREAS, the City/Village has determined that the operation of cannabis business establishments would present adverse impacts upon the health, safety and welfare of the residents, and additional costs, burdens and impacts upon law enforcement and regulatory operations of the City/Village; and

NOW, THEREFORE, BE IT ORDAINED by the	City Council of the City/Board of
Trustees of the Village of	as follows:
SECTION 1. Recitals. The facts and statements co Ordinance are found to be true and correct and are h Ordinance.	1
SECTION 2. Cannabis Business Establishments	<u>*</u>
Municipal Code of the City/Village of	shall be amended by the addition

ARTICLE [CHAPTER] ____ Cannabis Business Establishments Prohibited.

1. Definitions. The following words and phrases shall, for the purposes of this Article [Chapter], have the meanings respectively ascribed to them by this section, as follows:

of [Article/Chapter] ____ that will read as follows:

ADULT-USE CANNABIS BUSINESS ESTABLISHMENT: A cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

ADULT-USE CANNABIS CRAFT GROWER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure

and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER: An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

PERSON: Any person, firm, corporation, association, club, society or other organization, including any owner, manager, proprietor, employee, volunteer or agent.

2. Cannabis Business Establishments Prohibited. The following Adult-Use Cannabis		
Business Establishments are prohibited in the City/Village of No person		
shall locate, operate, own, suffer, allow to be operated or aide, abet or assist in the		
operation within the City/Village of of any of the following:		
, , , , , , , , , , , , , , , , , , , ,		
Adult-Use Cannabis Craft Grower		
Adult-Use Cannabis Cultivation Center		
Adult-Use Cannabis Dispensing Organization		
Adult-Use Cannabis Infuser Organization or Infuser		
Adult-Use Cannabis Processing Organization or Processor		
Adult-Use Cannabis Transporting Organization or Transporter		
3. Public Nuisance Declared. Operation of any prohibited Cannabis Business		
Establishment within the City/Village in violation of the provisions of this Article		
[Chapter] is hereby declared a public nuisance and shall be abated pursuant to all		
available remedies.		
available remedies.		
4. Violations. Violations of this Article [Chapter] may be enforced in accordance with		
the provisions of Article [Chapter] of this Code.		
the provisions of rather [enapter] of this code.		
5. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.		
6. Effective Date. This Ordinance shall be in full force and effect from and after its		
passage and approval and publication as required by law.		
Lusange man affact in man factorises in an factor of an in-		
ADOPTED THIS day of, 20		
AYES:		
NAYS:		
ABSTENTIONS:		
ABSENT:		
APPROVED THIS day of		
Mayor/Village President		
ATTEST:		
City/Village Clerk		

Municipal Cannabis Business Zoning



MODEL ORDINANCE MUNICIPAL CANNABIS BUSINESS ZONING

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER (ZONING TITLE, PURPOSE, DEFINITIONS), CHAPTER (GENERAL ZONING PROVISIONS), CHAPTER (COMMERCIAL DISTRICTS), AND CHAPTER (INDUSTRIAL DISTRICTS) OF TITLE (ZONING ORDINANCE) OF THE MUNICIPAL CODE PERTAINING TO ADULT-USE CANNABIS
WHEREAS, the City/Village of, Illinois, has enacted Municipal Code Regulations for the purpose of improving and protecting the public health, safety, comfort, convenience and general welfare of the people; and
WHEREAS , the State of Illinois enacted the Cannabis Regulation and Tax Act (Act), which pertains to the possession, use, cultivation, transportation and dispensing of adult-use cannabis, which became effective June 25, 2019; and
WHEREAS, pursuant to the Act, the City/Village may enact reasonable zoning ordinances or resolutions not in conflict with the Act, regulating cannabis business establishments, including rules adopted governing the time, place, manner and number of cannabis business establishments, and minimum distance limitations between cannabis business establishments and locations the City/Village deems sensitive; and
WHEREAS, on, the City Council/Village Board initiated an amendment to Title (Zoning Ordinance) to review and consider additional amendments to further regulate adult-use cannabis facilities within the City/Village of; and
WHEREAS, the Planning and Zoning Commission/Zoning Board of Appeals conducted public hearings, as required by law, on and, in regards to the proposed amendments to Title (Zoning Ordinance) of the Municipal Code pertaining to adult-use cannabis; and
WHEREAS , the Planning and Zoning Commission/Zoning Board of Appeals recommended approval of the proposed amendments to Title (Zoning Ordinance) on
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City/Board of Trustees of the Village of as follows:
SECTION 1: The recitals set forth above are incorporated herein.
SECTION 2 : Chapter (Zoning Title, Purpose, Definitions) of Title (Zoning Ordinance) of the Municipal Code is hereby amended by adding the underlined language and deleting the stricken language, as follows:

* * *

ADULT-USE CANNABIS BUSINESS ESTABLISHMENT:

An adult-use cannabis cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

ADULT-USE CANNABIS CRAFT GROWER:

A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS CULTIVATION CENTER:

A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS DISPENSING ORGANIZATION:

A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER:

A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR:

A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER:

An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

* * *

SECTION 3: Chapter __ (General Zoning Provisions) of Title __ (Zoning Ordinance) of the _____ Municipal Code is hereby amended by adding the underlined language and deleting the stricken language, as follows:

* * *

: ADULT-USE CANNABIS:

- 1. Purpose and Applicability: It is the intent and purpose of this Section to provide regulations regarding the cultivation, processing and dispensing of adult-use cannabis occurring within the corporate limits of the City/Village of . Such facilities shall comply with all regulations provided in the Cannabis Regulation and Tax Act (P.A. 101-0027) (Act), as it may be amended from time-to-time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Act is amended, the more restrictive of the state or local regulations shall apply.
- 2. Conditional Use: Adult-Use Cannabis Business Establishment facilities, as defined herein, requiring approval of a conditional use in the respective districts in which they are requested shall be processed in accordance with Section ____(Conditional Uses) of this Title and Section 3 (Adult-Use Cannabis Facility Components) as provided herein.
- 3. Adult-Use Cannabis Facility Components: In determining compliance with Section (Conditional Uses) of this Title, the following components of the Adult-Use Cannabis Facility shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of the properties:
 - 3.1 Impact of the proposed facility on existing or planned uses located within the vicinity of the subject property.
 - 3.2 Proposed structure in which the facility will be located, including co-tenancy (if in a multi-tenant building), total square footage, security installations/security plan and building code compliance.
 - 3.3 Hours of operation and anticipated number of customers/employees.
 - 3.4 Anticipated parking demand based on Section and available private parking supply.
 - 3.5 Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.
 - 3.6 Site design, including access points and internal site circulation.
 - 3.7 Proposed signage plan.
 - 3.8 Compliance with all requirements provided in Section 4 (Adult-Use Cannabis Craft Grower); Section 5 (Adult-Use Cannabis Cultivation Center); Section 6 (Adult-Use Cannabis Dispensing Organization); Section 7 (Adult-Use Cannabis Infuser Organization); Section 8 (Adult-Use Cannabis Processing Organization); or Section 9 (Adult-Use Cannabis Transporting Organization), as applicable.
 - 3.8 Other criteria determined to be necessary to assess compliance with Section (Conditional Uses) of this Title.

- 4. Adult-Use Cannabis Craft Grower: In those zoning districts in which an Adult-Use Cannabis Craft Grower may be located, the proposed facility must comply with the following:
 - 4.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.
 - 4.2 Facility may not be located within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes.
 - 4.3 Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
 - 4.4 For purposes of determining required parking, Adult-Use Cannabis Craft Grower shall be classified as "per Section (Schedule of Off-Street Parking Requirements: Industrial Uses), provided, however, that the City/Village may require that additional parking be provided as a result of the analysis completed through Section (Adult-Use Cannabis: Conditional Use) herein.
 - 4.5 Petitioner shall file an affidavit with the City/Village affirming compliance with Section ___ as provided herein and all other requirements of the Act.
- 5. Adult-Use Cannabis Cultivation Center: In those zoning districts in which an Adult-Use Cannabis Cultivation Center may be located, the proposed facility must comply with the following:
 - 5.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.
 - 5.2 Facility may not be located within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes.
 - 5.3 Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
 - 5.4 For purposes of determining required parking, Adult-Use Cannabis Cultivation

 Centers shall be classified as "______ " per Section _____ (Schedule of Off-Street Parking Requirements: Industrial Uses), provided, however, that the City/Village may require that additional parking be provided as a result of the analysis completed through Section _____ (Adult-Use Cannabis: Conditional Use) herein.

 5.5 Petitioner shall file an affidavit with the City/Village affirming compliance with Section _____ as provided herein and all other requirements of the Act.
- 6. Adult-Use Cannabis Dispensing Organization: In those zoning districts in which an Adult-Use Cannabis Dispensing Organization may be located, the proposed facility must comply with the following:
 - 6.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

 6.2 Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes.

- 6.3 At least 75% of the floor area of any tenant space occupied by a dispensing organization shall be devoted to the activities of the dispensing organization as authorized by the Act, and no dispensing organization shall also sell food for consumption on the premises other than as authorized in Section 6.5 below in the same tenant space.

 6.4 Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- 6.5 Facility may be issued a permit to host on-site consumption of cannabis if located in a freestanding structure occupied solely by the dispensing organization and smoke from the facility does not migrate into an enclosed area where smoking is prohibited. The security plan for the facility required by Section 10 (Additional Requirements) shall also reflect adequate provisions to respond to disruptive conduct and over-consumption. The on-site consumption permit shall be reviewed annually and may be suspended or revoked following notice and hearing as provided in Section of the City/Village of Municipal Code.
- 6.6 For purposes of determining required parking, said facilities shall be classified as

 "per Section ____(Schedule of Off-Street Parking Requirements:

 Commercial Uses) of the City/Village of _____Municipal Code, provided,

 however, that the City/Village may require that additional parking be provided as a result
 of the analysis completed through Section ____(Adult-Use Cannabis: Conditional Use)
 herein.
- 6.7 Petitioner shall file an affidavit with the City affirming compliance with Section as provided herein and all other requirements of the Act.
- 7. Adult-Use Cannabis Infuser Organization: In those zoning districts in which an Adult-Use Cannabis Infuser Organization may be located, the proposed facility must comply with the following:
 - 7.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.
 7.2 Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes.
 - 7.3 At least 75% of the floor area of any tenant space occupied by an infusing organization shall be devoted to the activities of the infusing organization as authorized by the Act. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
 - 7.4 For purposes of determining required parking, said facilities shall be classified as

 "per Section (Schedule of Off-Street Parking Requirements:

 Commercial Uses) of the City/Village of Municipal Code, provided,

 however, that the City/Village may require that additional parking be provided as a result
 of the analysis completed through Section (Adult-Use Cannabis: Conditional Use)
 herein.
 - 7.5 Petitioner shall file an affidavit with the City affirming compliance with Section as provided herein and all other requirements of the Act.

- 8. Adult-Use Cannabis Processing Organization: In those zoning districts in which an Adult-Use Cannabis Processing Organization may be located, the proposed facility must comply with the following:
 - 8.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.
 - 8.2 Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes.
 - 8.3 At least 75% of the floor area of any tenant space occupied by a processing organization shall be devoted to the activities of the processing organization as authorized by the Act. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
 - 8.4 For purposes of determining required parking, said facilities shall be classified as "per Section (Schedule of Off-Street Parking Requirements:

 Commercial Uses) of the City/Village of ______ Municipal Code, provided, however, that the City/Village may require that additional parking be provided as a result of the analysis completed through Section (Adult-Use Cannabis: Conditional Use) herein.
 - 8.5 Petitioner shall file an affidavit with the City affirming compliance with Section as provided herein and all other requirements of the Act.
- 9. Adult-Use Cannabis Transporting Organization: In those zoning districts in which an Adult-Use Transporting Organization may be located, the proposed facility must comply with the following:
 - 9.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.
 - 9.2 Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes.
 - 9.3 The transporting organization shall be the sole use of the tenant space in which it is located. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
 - 9.4 For purposes of determining required parking, said facilities shall be classified as

 "per Section (Schedule of Off-Street Parking Requirements:

) of the City/Village of Municipal Code, provided, however, that the City/Village may require that additional parking be provided as a result of the analysis completed through Section (Adult-Use Cannabis: Conditional Use) herein.

 9.5 Petitioner shall file an affidavit with the City affirming compliance with Section as provided herein and all other requirements of the Act.
- 10. Additional Requirements: Petitioner shall install building enhancements, such as security cameras, lighting or other improvements, as set forth in the conditional use permit, to ensure the safety of employees and customers of the adult-use cannabis business establishments, as well as its environs. Said improvements shall be determined based on the specific characteristics of the

floor plan for an Adult-Use Cannabis Business Establishment and the site on which it is located, consistent with the requirements of the Act. 11. Co-Location of Cannabis Business Establishments. The City/Village may approve the colocation of an Adult-Use Cannabis Dispensing Organization with an Adult-Use Cannabis Craft Grower Center or an Adult-Use Cannabis Infuser Organization, or both, subject to the provisions of the Act and the Conditional Use criteria within the City/Village of Municipal Code. In a co-location, the floor space requirements of Section 6.3 and 7.3 shall not apply, but the colocated establishments shall be the sole use of the tenant space. **SECTION 4**: Chapter __ (Commercial Districts) of Title __ (Zoning Ordinance) of the City/Village of _____ Municipal Code is hereby amended by adding the underlined language and deleting the stricken language, as follows: ARTICLE A. B-1 GENERAL COMMERCIAL DISTRICT : PERMITTED USES: __: CONDITIONAL USES: The following conditional uses may be permitted in specific situations in accordance with the procedures outlined in Section _____ and Chapter __ of this Title, as appropriate: Adult-Use Cannabis Dispensing Organization. ARTICLE B. B-2. INTENSE COMMERCIAL DISTRICT : PERMITTED USES: * * * _: CONDITIONAL USES: The following conditional uses may be permitted in specific situations in accordance with the procedures outlined in Section _____ and Chapter __ of this Title, as appropriate: Adult-Use Cannabis Dispensing Organization. Adult-Use Cannabis Infuser Organization. Adult-Use Cannabis Processing Organization. Adult-Use Cannabis Transporting Organization. **SECTION 5**: Chapter __ (Industrial Districts) of Title __ (Zoning Ordinance) of the City/Village of _____ Municipal Code is hereby amended by adding the underlined language and deleting the stricken language, as follows: ARTICLE A. I-1 GENERAL INDUSTRIAL DISTRICT

7

The following conditional uses may be permitted in specific situations in accordance with the

procedures outlined in Section _____ and Chapter __ of this Title, as appropriate:

____: PERMITTED USES:

: CONDITIONAL USES:

* * *

City/Village Clerk			
ATTEST:		Mayor/Village Pre	esident
APPROVED THIS _	day of		_, 20
ADOPTED THIS AYES: NAYS: ABSTENTIONS: ABSENT:	day of	, 20	
affect other provision invalid application or Ordinance is severabl	s or applications of the provision, and each ir e. ve Date. This Ordinar	is Ordinance that can be nvalid provision or inv	be given effect without the
			application thereof to any alid, such invalidity shall not
Adult-Use Cannabis I Adult-Use Cannabis I Adult-Use Cannabis I	Cultivation Organizati Dispensing Organizati	on. on.	
procedures outlined in * * *	onal uses may be perrn Section and	Chapter of this Titl	tions in accordance with the e, as appropriate:
*** ***	ED USES:	L DISTRICT	
Adult Use Cannabis I			
Adult-Use Cannabis 1	nfuser Organization.		
	<u>Craft Grower Organiza</u> Dispensing Organizati		
Adult-Use Cannabis Indult-Use B. I-2 HE	Dispensing Organization of the processing Organization. Processing Organization org	on. on. ation.	

Municipal Cannabis Retailers' Occupation Tax



MODEL ORDINANCE MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY/VILLAGE OF _____ BY THE ADDITION OF [ARTICLE/CHAPTER] ____ IMPOSING A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

WHEREAS, the City/Village has the authority to adopt ordinances and to promulgate rules and regulations [that pertain to its government and affairs and] that protect the public health, safety and welfare of its citizens; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois Municipal Cannabis Retailers' Occupation Tax Law, 65 ILCS 5/11-8-22 *et seq.* (Act); and

WHEREAS, this Ordinance is intended to impose the tax authorized by the Act providing for a municipal cannabis retailers' occupation tax which will be collected by the Illinois Department of Revenue;

NOW, THEREFORE, BI	E IT ORDAINED by the City Council of the City/ Board of
Trustees of the Village of _	as follows:

SECTION 1. Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2.	Adoption of Tax. Chapte	er of the Municipal Code of the	City/Village
of	shall be amended by	the addition of [Article/Chapter] _	that will
read as follows	:		

ARTICLE [CHAPTER] ____ Municipal Cannabis Retailers' Occupation Tax.

1. Tax imposed; Rate.

- (a) A tax is hereby imposed upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the City/Village at the rate of 3% of the gross receipts from these sales made in the course of that business.
- (b) The imposition of this tax is in accordance with the provisions of Sections 8-11-22, of the Illinois Municipal Code (65 ILCS 5/8-11-22).

2. Collection of tax by retailers.

- (a) The tax imposed by this Ordinance shall be remitted by such retailer to the Illinois Department of Revenue (Department). Any tax required to be collected pursuant to or as authorized by this Ordinance and any such tax collected by such retailer and required to be remitted to the Department shall constitute a debt owed by the retailer to the State. Retailers may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any State tax that sellers are required to collect.
- (b) The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department. The Department shall have full power to administer and enforce the provisions of this article.
- **3. Severability.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.
- **4. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, provided, however, that the tax provided for herein shall take effect for all sales on or after the first day of January, 2020. Copies of this Ordinance shall be certified and sent to the Illinois Department of Revenue prior to September 30, 2019.

[NOTE: Any new ordinance or amendment to an existing ordinance can take effect only on September 1. To be effective September 1, an ordinance must be adopted and filed with the Department of Revenue by June 1.1

ADOPTED THIS	_day of	, 20
AYES:		
NAYS:		
ABSTENTIONS:		
ABSENT:		
APPROVED THIS	day of	, 20
		M WILL D. '1
ATTECT		Mayor/Village President
ATTEST:		
City/Village Clerk		





IML has assembled these resources for your municipality's consideration. It is strongly recommended that you consult with your municipal attorney or other qualified counsel prior to considering or adopting any of the model ordinances. The model ordinances are being provided as a reference for use in drafting an ordinance for your community. The model ordinances may require adaptation and modification to conform to your community's determinations and specific code provisions.

It is further recommended that local law enforcement officials discuss the mandated expungements with your municipality's retained attorney or other qualified counsel, as well as the state's attorney's office in your county to gain a full understanding of the issue and process and to be in compliance with what may be complicated expungement provisions. IML shall not provide direction or counsel on this aspect of the new law, due to the myriad factors that could impact each municipality differently.

Municipalities who adopt a Municipal Cannabis Retailers' Occupation Tax on the sale of cannabis products, as allowed by <u>P.A. 101-0027</u>, the <u>Cannabis Regulation and Tax Act</u>, must submit their certified ordinance to the Illinois Department of Revenue's Local Tax Allocation Division. Their mailing address is:

Local Tax Allocation Division (3-500) Illinois Department of Revenue 101 West Jefferson Street Springfield, Illinois 62702

State Agency Contacts

Illinois Department of Agriculture

Website: https://www2.illinois.gov/sites/agr/Pages/default.aspx

Phone: (217) 785-4789

Illinois Department of Financial and Professional Regulation

Website: https://www.idfpr.com/profs/adultusecan.asp

Phone: (888) 473-4858

Email: FPR.AdultUseCannabis@illinois.gov

Illinois Department of Public Health

Website: www.dph.illinois.gov

Phone: (217) 782-4977

These contacts are likely to be expanded and updated as additional agency resources are made available.





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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2018-102

Agenda Item Summary Memo

Title: East Alley Pa	ırking Lot – Gran	nt of Easement
Meeting and Date:	City Council –	August 27, 2019
Synopsis: Please se	ee attached.	
Council Action Pre	viously Taken:	
Date of Action: PW	08-20-19	Action Taken: Moved forward to City Council agenda.
Item Number: PW	2018-102	
Type of Vote Requi	ired: Majority	
Council Action Rec	quested: Approva	al
Submitted by:	Bart Olso Name	
	1 (01220	Agenda Item Notes:
		9



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: August 15, 2019

Subject: East Alley

This memo is to update the committee on the status of the planned improvements.

A verbal agreement has been made with the property owner on the granting of the proper easements for the work to be completed. Previous documentation/agreements that were in place were not clear, therefore it was determined the best course of action was to create a new grant of easement document. A draft of the document is attached.

As far as timing of the improvements, once the easement is executed by both parties, the striping and signage should be able to be completed within 1-2 weeks.

The far east entrance improvements should be able to be completed within 4-6 weeks after execution.

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

DOWNTOWN REVITALIZATION

POSITIVES:

NEGATIVES:

WORK

- CAN ENTER FROM

- MUST ADD NEW ENTRANCE

- COSTS ASSOCIATED WITH

BALLPARK COST ESTIMATE:

STAFF PREFERRED OPTION

DATE: JANUARY

PROJECT NO:

EAST ALLEY

OPTION 3

2019

Y01610

Y01610-SITE

VAN EMMON

\$18,000 - \$23,000

12, 2019 @ 8:10 AM By: Jim Schmidt — Tab: Option 3 Site Plan — 22x34

ENTER

ENTRANCE

ONLY

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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

KENDALL COUNTY, ILLINOIS

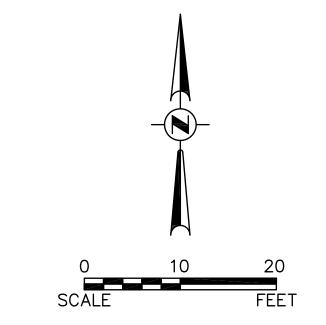
Bar represents 1"at FULL size plotted scale. Percentage to 1" to be applied to stated scales.

NO. DATE

REVISIONS

GRANT OF EASEMENT

PART OF LOTS 3, 4, 5 AND 7 IN BLOCK 6 IN BLACKS ADDITION TO THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



PARCEL OWNERSHIP						
UNITED CITY OF YORKVILLE	02-33-154-009 02-33-154-020					
IMPERIAL INVESTMENTS LLC	02-33-154-023 02-33-154-014					

10.00' 10.00' N85**°**09'05"W -P.O.B. PARCEL 1 S85*09'05"E / P.O.C. PARCEL 2 N85°09'05"W VAN EMMON STREET

PARCEL 1

PERMANENT ACCESS EASEMENT

THAT PART OF LOTS 3 AND 4 IN BLOCK 6 IN BLACK'S ADDITION TO THE VILLAGE OF YORKVILLE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 IN SAID BLACK'S ADDITION: THENCE NORTH 85 EAST, 10.00 FEET TO THE WEST LINE OF SAID LOT 5; THENCE SOUTH 05 DEGREES 56 MINUTES 36 SECONDS

PARCEL 2

TEMPORARY ACCESS EASEMENT

FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 85 DEGREES 09 MINUTES 05 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 7, 11.47 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 05 DEGREES 46 MINUTES 31 SECONDS EAST, 43.23 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 27.10 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 32.00 FEET, CHORD BEARIN NORTH 18 DEGREES 29 MINUTES 10 SECONDS WEST AND CHORD LENGTH OF 26.30 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY 36.75 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET, CHORD BEARING NORTH 18 DEGREES 49 MINUTES 23 SECONDS WEST AND CHORD LENGTH OF 35.69 FEET TO A POINT OF TANGENCY; THENCE NORTH 05 DEGREES 06 MINUTES 06 SECONDS EAST, 8.45 FEET TO THE SOUTH LINE OF THE UNITED CITY OF YORKVILLE'S PROPERTY; THENCE SOUTH 85 DEGREES 09 MINUTES 05 SECONDS EAST, ALONG SAID SOUTH LINE, 14.00 FEET; THENCE SOUTH 05 DEGREES 06 MINUTES 06 SECONDS WEST, 8.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 25.05 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, CHORD BEARING SOUTH 18 DEGREES 49 MINUTES 23 SECONDS EAST AND CHORD LENGTH OF 24.33 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHERLY 38.96 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 46.00 FEET, CHORD BEARING SOUTH 18 DEGREES 29 MINUTES 10 SECONDS EAST AND CHORD LENGTH OF 37.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 46 MINUTES 31 SECONDS WEST, 43.00 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 85 DEGREES 09 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 7, 14.00 FEET TO THE POINT OF BEGINNING.

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE DESCRIBED PARCEL AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF GRANTING EASEMENTS FOR THE PURPOSES STATED HEREON, AND THAT THIS GRANT OF EASEMENT ACCURATELY DEPICTS

GIVEN UNDER MY HAND AND SEAL THIS DAY OF , 2019.

MARK G. SCHELLER PROFESSIONAL LAND SURVEYOR #3581 (EXPIRES 11-30-20)

> ENGINEERING ENTERPRISES, INC. PROFESSIONAL DESIGN FIRM #184-002003 (EXPIRES 04/30/21)





NOTARY PUBLIC

PURPOSES THEREIN SET FORTH.

STATE OF ILLINOIS)

COUNTY OF KENDALL)

STATE OF ILLINOIS)

COUNTY OF KENDALL)

STATE OF ILLINOIS)

COUNTY OF KENDALL)

CITY ENGINEER

THIS IS TO CERTIFY THAT IMPERIAL INVESTMENTS, LLC, A _

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD

DAY OF ______ O'CLOCK ___.M.

CITY ENGINEER FOR THE UNITED

SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON, AND DOES HEREBY CONSENT TO THE EASEMENT DEPICTED

_____, A NOTARY PUBLIC IN AND FOR THE COUNTY

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2019.

AND STATE AFORESAID, DO HEREBY CERTIFY THAT_____AND ____AND ____,

PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF IMPERIAL INVESTMENTS, LLC., AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND

MY COMMISSION EXPIRES ______

_____, ____, THIS ____ DAY OF _____, 2019.

IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS ______

KENDALL COUNTY RECORDER

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS,

CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.

DATED AT YORKVILLE, ILLINOIS THIS _____ DAY OF _____ 2019.

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

NO.	DATE	REVISIONS	

PARCEL 2

GRANT OF EASEMENT FILE NO YO1610-EASE

AUGUST 15, 2019

PAGE 1 OF 1



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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2019-53

Agenda Item Summary Memo

Title: Mill Road		
Meeting and Date:	City Council – August 27, 2019	
Synopsis: Considerat	ion of Bid Award and General Disc	ussion
Council Action Previ	ously Taken:	
Date of Action: PW 0	3-20-19 Action Taken: Move	ed forward to City Council agenda.
Item Number: PW 20)19-53	
Type of Vote Require	ed: Majority	
Council Action Requ	ested: Consideration of Approval	
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agenda Item Notes	:



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: August 14, 2019

Subject: Mill Road

The purpose of this memo is to present the bid results taken from Kendall County as well as to discuss an update on the overall project.

Patching and Resurfacing Bid Results

Bids were received by Kendall County on August 9th. The detailed bid tab is attached. Geneva Construction is the apparent low bidder in the amount of \$140,797.50. The bids were above the engineer's estimate. The cost per ton of the surface mix was \$84 as compared to \$63 for the 2019 RTBR program.

In discussions with the County Engineer, there may be way to save \$10-15,000 by modifying the paving and pavement marking specifications that were included in the base bid. These base bid items included higher end paving and pavement marking specifications that may not be needed since this is a temporary fix.

A detailed discussion is anticipated at the Committee Meeting.

Overall Project Update

The plans and specifications for the overall project are at 95% and we would be able to schedule a bid letting in a short period of time.

Based on the current design, there are three (3) parcels of land that are needed for right-of-way acquisition. As of the date of this memo, two (2) of the parcels have agreed to terms and are in the process of being finalized. The parcels acquired are on the eastern portion of the project. The acquisition of the third parcel had been placed on hold pending the County's roundabout review.

There are utility relocates that need to occur with the roadway reconstruction. We are nearing approval of the Comed relocation permit. Once the permit is approved, the relocates will then be scheduled. We are anticipating that this will be complete by Spring 2020.

There are railroad crossing improvements that are necessary as part of this project. The BNSF has provided us with a complete list of the improvements required along with their costs. We are awaiting a formal agreement from them for approval by the City Council. It should be noted that work can proceed on either side of the railroad right-of-way without an agreement.

There was recent discussion at the County's Transportation Committee meeting held on August 13th regarding improvements at the Galena and Kennedy Road intersection. Generally, it is our understanding that the results of the analysis and discussion were as follows:

- The 4-legged roundabout concept (Galena, Kennedy and Mill) will not work as a single lane roundabout.
- The preferred concept is a traditional intersection at Galena and Kennedy (Signal) with the originally planned realigned Mill Road connecting to Kennedy. There was also discussion that perhaps this intersection would be suited for a roundabout.

It is anticipated that a meeting will be held with Kendall County officials to further discuss.

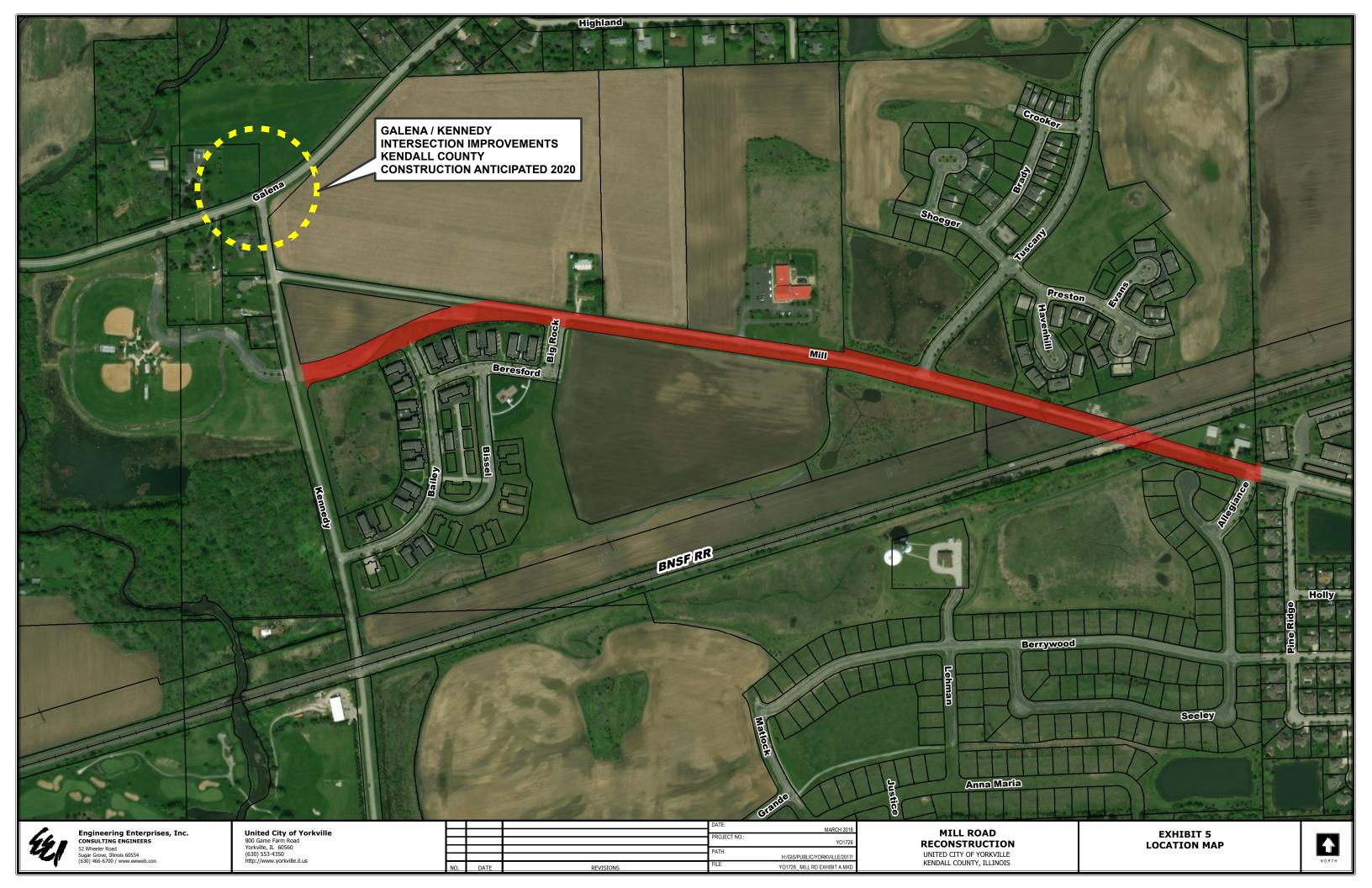
The funding of the City's portion of the project is tied into the Grande Reserve development. It is our understanding that the development remains committed to fronting the funds, however this will most likely not occur until a revised annexation agreement has been approved. We further understand that an application will be submitted to the City soon.

A detailed discussion is anticipated at the Committee Meeting.

TABULATION OF BIDS

					NAME & ADDRESS OF BIDDERS						
AGENCY: KENDALL SECTION: 19-00000-03-GM, Mill Road DATE: August 9, 2019 TIME: 10:00 A.M.		APPROVED FNGINFER'S		Builders Asphalt, LLC 4413 Roosevelt Rd. Hillside, IL 60162		D Construction Inc. 1488 S. Broadway Coal City, IL 60416		Geneva Construction Co. P. O. Box 998 Aurora, IL 60507 LOW BIDDER			
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
40600290	BIT MATL (TACK COAT)	POUND	5,000.0	0.50	2,500.00	0.01	50.00	0.01	50.00	0.01	50.00
40600400	MIX CR JTS FLANGEWYS	TON	20.0	250.00	5,000.00	385.00	7,700.00	290.00	5,800.00	220.00	4,400.00
40600982	HMA SURF REM BUTT JT	SQ YD	100.0	25.00	2,500.00	38.00	3,800.00	15.00	1,500.00	20.00	2,000.00
406003535	P HMA SC "D" N50	TON	1,250.0	70.00	87,500.00	84.00	105,000.00	88.00	110,000.00	84.00	105,000.00
40800050	INCIDENTAL HMA SURF	TON	30.0	125.00	3,750.00	130.00	3,900.00	95.00	2,850.00	150.00	4,500.00
48101200	AGG SHLDS B	TON	375.0	30.00	11,250.00	40.00	15,000.00	30.00	11,250.00	33.00	12,375.00
70100460	TRAF CONT - PROT 701306	L SUM	1.0	2,000.00	2,000.00	2,140.25	2,140.25	4,000.00	4,000.00	1,800.00	1,800.00
70300100	SHORT TERM PAVT MKING	FOOT	500.0	1.00	500.00	1.75	875.00	1.00	500.00	0.75	375.00
70301000	WORK ZONE PAVT MK REM	SQ FT	167.0	2.50	417.50	3.25	542.75	1.00	167.00	2.50	417.50
78009004	MOD URETH PM LINE 4"	FOOT	13,000.0	0.35	4,550.00	0.76	9,880.00	0.63	8,190.00	0.76	9,880.00
	TOTALO										

TOTALS: 119,967.50 148,888.00 144,307.00 **140,797.50**





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

Parks and Recreation

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2019-54

Agenda Item Summary Memo

Title: Grande Res	erve – Unit 2 Bond	Release
Meeting and Date	: City Council – A	August 27, 2019
Synopsis: Recom	mendation to release	e remaining performance security
Council Action Pr	eviously Taken:	
Date of Action: PV	V 08-20-19 A	Action Taken: Moved forward to City Council agenda.
Item Number: PV	V 2019-54	
Type of Vote Req	uired: Majority	
Council Action R	equested: Consider	ration of Approval
Submitted by:	Brad Sanderso Name	on Engineering Department
		Agenda Item Notes:
	F	Agenda Item Notes.



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, City Clerk

Date: July 17, 2019

Subject: Grande Reserve Unit 2

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance security. The value of the remaining security is \$124,225.41 per the attached.

The public improvements were accepted on March 27, 2018.

Please let us know if you have any questions.

Bond No: SEIFSU0721440

SUBDIVISION MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That GRANDE RESERVE (CHICAGO) ASLI VI, L.L.P., as Principal, hereinafter called Contractor, and <u>International Fidelity Insurance Company</u> as Surety, hereinafter called Surety, are held and firmly bound unto the United City of Yorkville, an Illinois municipal corporation, 800 Game Farm Road, Yorkville, Illinois, 60560, as Obligee, hereinafter called City, in the penal sum of One hundred twenty-four thousand two hundred twenty-five and 41/100 USD (\$124,225.41), for payment whereof Contractor and Surety bind themselves, and their respective heirs, executors, administrators, successors and assigns, jointly and severally, by this obligation.

WHEREAS, the Contractor has constructed certain public improvements for lots within a subdivision commonly known as **Grande Reserve Neighborhood 11 – Unit 2** and as more particularly described and designated on the plat of said property, said plat being incorporated herein and made a part hereof by reference thereto; and,

WHEREAS, the aforementioned public improvements were made pursuant to certain plans and specifications on file with the City and the City's Subdivision Control Ordinance, both made a part hereof by reference thereto; and,

WHEREAS, the Contractor has requested the City accept the public improvements pursuant to Section 11-5-2 of the City's Subdivision Control Ordinance that requires in Section 11-5-3 the Contractor to post with the City this bond in the amount of ten percent of the improvements to guarantee the maintenance and performance of the improvements to remain free of defects in material, workmanship and installation for a period of one year from the date of approval by the City accepting the improvements.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall perform the obligations in accordance with the ordinances, standards and requirements of the City and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of failure on the Principal's part, not to exceed the penal sum of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED the City shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a period of time in which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days certified mail notice to the address above from the City of the defect will correct such defect or defects and pay all City expenditures and obligations thereof, including, but not limited to construction costs and consultant fees.

Should the Surety fail or refuse to correct the defects, the City in consideration of the public health, welfare and safety and in approving and accepting said improvements shall have the right to resort to any and all legal remedies against the Principal and Surety, both at law and in equity, including specifically repair or replacement of said improvements to which the Principal and surety unconditionally agree.

The City, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to bidding cause to be corrected any said defects in case the Principal shall fail or refuse to do so, and in the event the City should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the City the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages which may be sustained on account of the failure of the Principal to correct said defects.

The City shall have no obligation to actually incur any cost or correct any deficient performance of the Principal in order to be entitled to receive the proceeds of this bond for any defect.

IN WITNESS WHEREOF, the Principal and Surety have executed this bond this 20th day of April, 2018.

Principal

GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P.

By:

Surety:

International Fidelity Insurance Company

Laura D. Mosholder, Attorney-in-fact

Attach standard form showing Attorney-in-fact authorization

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

EDWARD M. CLARK, LAURA D. MOSHOLDER, DON BRAMLAGE

Sanford, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.

STATE OF NEW JERSEY County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)

On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

20th

day of April, 2018. Maria A. Branco

MARIA BRANCO, Assistant Secretary



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

Agenda Item Number

Public Works Committee #4

Tracking Number

PW 2019-55

Agenda Item Summary Memo

Police Public Works Parks and Recreation

Title: Grande Re	serve – Unit 5 Bor	nd Release	
Meeting and Dat	e: City Council	– August 27, 2019	
Synopsis: Recon	nmendation to rele	ase remaining per	formance security
Council Action P	reviously Taken:		
Date of Action: P	W 08-20-19	Action Taken: N	Moved forward to City Council agenda.
Item Number: P	W 2019-55		
Type of Vote Rec	quired: Majority		
Council Action R	Requested: Consider	deration of Appro	val
Submitted by:	Brad Sande	erson	Engineering
	Nam	e	Department
		Agenda Item N	otes:



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, City Clerk

Date: July 17, 2019

Subject: Grande Reserve Unit 5

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance security. The value of the remaining security is \$109,456.65 per the attached.

The public improvements were accepted on March 27, 2018.

Please let us know if you have any questions.

Bond No: SEIFSU0721439

SUBDIVISION MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That GRANDE RESERVE (CHICAGO) ASLI VI, L.L.P., as Principal, hereinafter called Contractor, and <u>International Fidelity Insurance Company</u> as Surety, hereinafter called Surety, are held and firmly bound unto the United City of Yorkville, an Illinois municipal corporation, 800 Game Farm Road, Yorkville, Illinois, 60560, as Obligee, hereinafter called City, in the penal sum of One hundred nine thousand four hundred fifty-six and 65/100 USD (\$109,456.65), for payment whereof Contractor and Surety bind themselves, and their respective heirs, executors, administrators, successors and assigns, jointly and severally, by this obligation.

WHEREAS, the Contractor has constructed certain public improvements for lots within a subdivision commonly known as **Grande Reserve Neighborhood 10** – **Unit 5** and as more particularly described and designated on the plat of said property, said plat being incorporated herein and made a part hereof by reference thereto; and,

WHEREAS, the aforementioned public improvements were made pursuant to certain plans and specifications on file with the City and the City's Subdivision Control Ordinance, both made a part hereof by reference thereto; and,

WHEREAS, the Contractor has requested the City accept the public improvements pursuant to Section 11-5-2 of the City's Subdivision Control Ordinance that requires in Section 11-5-3 the Contractor to post with the City this bond in the amount of ten percent of the improvements to guarantee the maintenance and performance of the improvements to remain free of defects in material, workmanship and installation for a period of one year from the date of approval by the City accepting the improvements.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall perform the obligations in accordance with the ordinances, standards and requirements of the City and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of failure on the Principal's part, not to exceed the penal sum of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED the City shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a period of time in which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days certified mail notice to the address above from the City of the defect will correct such defect or defects and pay all City expenditures and obligations thereof, including, but not limited to construction costs and consultant fees.

Should the Surety fail or refuse to correct the defects, the City in consideration of the public health, welfare and safety and in approving and accepting said improvements shall have the right to resort to any and all legal remedies against the Principal and Surety, both at law and in equity, including specifically repair or replacement of said improvements to which the Principal and surety unconditionally agree.

The City, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to bidding cause to be corrected any said defects in case the Principal shall fail or refuse to do so, and in the event the City should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the City the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages which may be sustained on account of the failure of the Principal to correct said defects.

The City shall have no obligation to actually incur any cost or correct any deficient performance of the Principal in order to be entitled to receive the proceeds of this bond for any defect.

IN WITNESS WHEREOF, the Principal and Surety have executed this bond this 20th day of April, 2018.

Principal GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P. By:
Surety:
International Fidelity Insurance Company
By: Jaz D Sohola
Laura D. Mosholder, Attorney-in-fact

Attach standard form showing Attorney-in-fact authorization

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

EDWARD M. CLARK, LAURA D. MOSHOLDER, DON BRAMLAGE

Sanford, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.

SEAL 1904 - FR

STATE OF NEW JERSEY County of Essex

George R. James
Executive Vice President (International Fidelity
Insurance Company) and Vice President
(Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

2046

day of April, 2018.

MARIA BRANCO, Assistant Secretary



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

Agenda	Item	Numbe	1

Public Works Committee #5

Tracking Number

PW 2019-56

Agenda Item Summary Memo

Title: Casey's I	Letter of Credit Rele	ease	
Meeting and Da	ate: City Council	l – August 27, 2019	
Synopsis: Reco	ommendation to rele	ease remaining performance security	
Council Action	Previously Taken:	:	
Date of Action:	PW 08-20-19	Action Taken: Moved forward to City Council	agenda.
Item Number:	PW 2019-56		
Type of Vote R	equired: Majority		
Council Action	Requested: Consider	ideration of Approval	
Submitted by:	Brad Sande		
	Nam	ne Department	
		Agenda Item Notes:	



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, City Clerk

Date: July 17, 2019 Subject: Casey's

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance security. The value of the remaining security is \$7,603.80 per the attached.

The public improvements were accepted on August 28, 2018.

Please let us know if you have any questions.



April 4 , 20 18

Mayor and Aldermen City of Yorkville 800 Game Farm Road Yorkville, IL 60560

Re:

Subdivision Name

Subdivision Bond No. ILC65613

For Account of Casey's Retail Company

Amount \$158,738.00 Date April 4, 2018

Gentlemen:

The undersigned Merchants Bonding Company (Mutual) by Nancy D. Baltutat, Attorney-in-Fact, its' duly (Name of Surety) (Name & title) authorized agent,, hereby establishes and issues this Subdivision Bond in favor of the City of Yorkville in the amount of \$158,738.00—————, which represents 120% of the cost of the improvements described herein. Said amount is available to be drawn upon for the benefit of said City upon presentation to this institution of your demand for performance accompanied by a copy of this Subdivision Bond.

This Subdivision Bond is issued for the purpose of guaranteeing the installation of the following land improvements in the aforesaid subdivision:

DIVISION "A" - SANITARY SEWERS

(engineer's estimate = \$32,488.00

DIVISION "B" - WATER MAIN

(engineer's estimate = \$41,750.00

DIVISION "C" - STORM SEWERS

(engineer's estimate = \$4,104.00

DIVISION "D" - STREETS

(engineer's estimate = \$39,086.00

DIVISION "E" - DETENTION BASIN

(engineer's estimate = ______)

DIVISION "F" - MISC. IMPROVEMENTS

(engineer's estimate = \$14,854.00

Total engineer's estimate = \$132,282.00

The costs of the foregoing improvements are detailed in the attached Engineer's Cost Estimate.



The development is legally described as follows:

See Attached Exhibit "A"

Said public improvements shall be constructed b	y Casey's Retail Company	our customer, in
	(subdivider)	
accordance with the plans, specifications, comple	etion schedules and cost	estimates prepared by
Arc Design Resources, Inc.		
(sub divider's engineer)		

The undersigned agrees that this Subdivision Bond shall remain in full force and effect and pertain to any and all amendments or modifications that may be made from time to time to the plans, specifications and cost estimated for said modifications.

This Subdivision Bond shall expire on April 4, 2019. provided, however, the undersigned shall notify the City Clerk by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date that said Subdivision Bond is about to expire. In no event shall this Subdivision Bond or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.

This Subdivision Bond shall remain in effect until April 4, 2019, without regard to (expiration date)

any default in payment of money owed to the issuer by our customer and without regard to other claims that the Issuer may have against our customer, and in no event shall terminate without notice as specified above.

This Subdivision Bond may be renewed by the Surety or our customer prior to the above expiration date by submitting a new Subdivision Bond to the same form and substance as this Subdivision Bond to the City Clerk in an amount equal to 120% of the estimated cost to complete and pay for the above-described improvements.

It is agreed that the following shall be considered a default by our customer and shall entitle the City to make demand on this Subdivision Bond:

- 1. that said Subdivision Bond will expire within thirty (30) days and has not been renewed; or
- 2. that the aforesaid improvements have not been completed by the subdivider at least thirty (30) days prior to the aforesaid expiration date; or
- 3. that the owner and/or subdivider has failed to complete or carry on the work of the installation and construction of the required improvements in accordance with the schedule, or at a faster pace if the installation of the private improvements shall be completed before public improvements to service them are available; or
- 4. that the City of Yorkville has determined that the owner and/or subdivider has demonstrated that they will be unable to complete the improvement; or



5. that if more funds are disbursed at this time on order of the owner and/or subdivider insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.

The Surety's obligation to the City is based solely on this Subdivision Bond engagement between this Surety and the City and is not subject to instructions from our customer.

It is recognized that the City has directed our customer to proceed with the construction of public improvements upon the guarantee of this irrevocable commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this Surety and our customer.

This Subdivision Bond sets forth in full the terms of this undertaking between the Surety and the City, and such undertaking shall not in any way be modified, amended, amplified, nor shall it be limited by reference to any documents, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Demands on this Subdivision Bond shall be made by presenting the Surety with a letter from the City Clerk of the City of Yorkville demanding performance accompanied by the certificate of the City Clerk of the City of Yorkville certifying the basis for the default and demand on this Subdivision Bond.

The undersigned agrees that this Subdivision Bond shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Yorkville certifying that this Subdivision Bond may be reduced. The outstanding balance of this Subdivision Bond shall be the face amount of this Subdivision Bond less any amount which is discharged upon certificate of the City Clerk; Provided however, the outstanding balance of this Subdivision Bond shall not be reduced to less than 20% of the approved engineer's estimate upon which this Subdivision Bond is based until the City Council accepts the aforementioned improvements and a certificate of the City Clerk certifying that the Subdivision Bond has been released by the City Council of the City.

All acts, requirements and other preconditions for the issuance of this Irrevocable Subdivision Bond have been completed.

The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the City in enforcing performance of this Subdivision Bond in accordance with its terms.

We hereby engage with you that all demands for payment in conformity with the terms of this Subdivision Bond will be duly honored on presentation to us prior to expiration of this Subdivision Bond.

ATTEST

mailing

toll free 800.678.8171

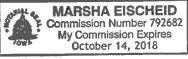
info@merchantsbonding.com 6700 Westown Parkway West Des Moines, IA 50266-7754

P.O. Box 14498 Des Moines, IA 50306-3498 local 515.243.8171 fax 515,243,3854

website merchantsbonding.com



Name: Na	ncy D. Baltutat	Name: Jill Shaffer
	ney-in-Fact	Title: SR Bond Account Manager
STATE (OF IOWA)	
COUNT) SS Y OF_Polk)	
I, the und	_	c in and for the County and State aforesaid, do hereby certify that mown to me to be the Attorney-in-Fact of the
	r · · · · · · · · · · · · · · ·	(title)
Merchants Bonding Comp	pany (Mutual), and	personally known to me to be the
(name of		(title)
of said S	urety, and who are pers	sonally known to me to be the same persons whose names are
subscribe	d to the foregoing Subdi	ivision Bond as such Attorney-in-Fact and
		(title) (title) prate seal of said Merchants Bonding Company (Mutual) to be affixed thereto
respective	ely, and caused the corpo	orate seal of said to be affixed thereto
		(name of Surety)
pursuant	to authority given by the	Board of Directors thereof as their free and voluntary acts and as
the free a	nd voluntary act and dee	d of said Surety.
Given und	der my hand and official	seal this 4th day of April , 2018.
SI	EAL	Notary Public ,
e suit	MARSHA EISCHEID Commission Number 792682 My Commission Expires	Marsha Eischeid





Attachment Exhibit "A" Part of Bond # ILC65613

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 187 AS DESIGNATED UPON THE PLAT OF HEARTLAND IN YORKVILLE UNIT 1 SUBDIVISION, RECORDED AS DOCUMENT NO. 200100002570 IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS; THENCE SOUTH 5 DEGREES 24 MINUTES 29 SECONDS WEST ALONG THE WEST LINE AND THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 187, A DISTANCE OF 296.93 FEET TO A POINT IN THE FORMER CENTERLINE OF A PUBLIC ROAD DESIGNATED MCHUGH ROAD; THENCE SOUTH 52 DEGREES 17 MINUTES 30 SECONDS WEST ALONG THE FORMER CENTERLINE OF SAID MCHUGH ROAD, A DISTANCE OF 86.89 FEET TO THE SOUTHWEST CORNER OF THE PREMISES CONVEYED BY RICK GATES TO ANTHONY J. AND KHRISTINA PIGNATIELLO BY WARRANTY DEED RECORDED MARCH 3, 1999 AS DOCUMENT NO. 990567 IN SAID RECORDER'S OFFICE; THENCE NORTH 37 DEGREES 05 MINUTES 36 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID PREMISES, A DISTANCE OF 200.01 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE NORTH 52 DEGREES 17 MINUTES 30 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID PREMISES, A DISTANCE OF 1.90 FEET TO THE SOUTHEAST CORNER OF THE PREMISES CONVEYED BY DANIEL LANIOSZ AND DEBORAH A. LANIOSZ TO DAVID E. AND DEBBIE M. COFFMAN BY WARRANTY DEED RECORDED APRIL 9, 1997 AS DOCUMENT NO. 9703295 IN SAID RECORDER'S OFFICE; THENCE NORTH 5 DEGREES 53 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID PREMISES, A DISTANCE OF 206.29 FEET TO THE SOUTHWEST CORNER OF THE PREMISES CONVEYED BY DONALD PILMER AND ROBERT PILMER AS SUCCESSOR TRUSTEE'S OF A TRUST AGREEMENT DATED DECEMBER 20, 1995 AND KNOWN AS THE MARVIN S. PILMER TRUST TO THE PEOPLE OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY TRUSTEE'S DEED RECORDED DECEMBER 23, 2014 AS DOCUMENT NO. 201400018028 IN SAID RECORDER'S OFFICE; THENCE SOUTH 84 DEGREES 50 MINUTES 10 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PREMISES, A DISTANCE OF 41.06 FEET TO A POINT OF CURVATURE; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE, ALONG A CIRCULAR CURVE WHOSE RADIUS IS 1,477.39 FEET AND WHOSE CENTER LIES TO THE NORTH, THE LONG CHORD OF WHICH CURVE BEARS SOUTH 87 DEGREES 50 MINUTES 07 SECONDS EAST, A CHORD DISTANCE OF 154.59 FEET TO THE SOUTHEAST CORNER OF SAID PREMISES SO CONVEYED, SAID POINT LYING ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 187; THENCE SOUTH 5 DEGREES 24 MINUTES 29 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 187, A DISTANCE OF 7.65 FEET TO THE POINT OF BEGINNING, CONTAINING 58,678 SQUARE FEET, 1.3470 ACRES, MORE OR LESS, SUBJECT TO THE RIGHTS OF THE PUBLIC AND THE PEOPLE OF THE STATE OF ILLINOIS TO THAT PORTION WHICH LIES WITHIN MCHUGH ROAD.



POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Christopher R Seiberling; Greg T LaMair; Jeffrey R Baker; Jill Shaffer; Joseph I Schmit; Mark E Keairnes; Nancy D Baltutat; Patrick K Duff

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th

April , 2017

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 5th day of 2017 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn April did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

ALICIA K. GRAM Commission Number 767430 My Commission Expires April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of April

2018.

William Harner Jr.



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

Parks and Recreation

Agenda Item Number

Public Works Committee #6

Tracking Number

PW 2019-57

Agenda Item Summary Memo

Title: Well 4 Autotransformer Purchase					
Meeting and Date: City Council – August 27, 2019					
Synopsis: Discussion of a sole-source purchase of an autotransformer to repair Well 4.					
usly Taken:					
20-19 Action Taken: N	Moved forward to City Council agenda.				
19-57					
: Positive					
sted: Approval					
Eric Dhuse	Public Works				
Name	Department				
Agenda Item Notes:					
	_				
]	ity Council – August 27, 2019 of a sole-source purchase of an usly Taken: -20-19 Action Taken: Name				



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

Carri Parker, Purchasing Manager

CC: Bart Olson, Administrator

Date: August 20, 2019

Subject: Well 4 Autotransformer Purchase

Summary

Discussion of the sole-source purchase of an autotransformer within the size 6 bucket in section 4F of MCC-1A power for Well 4 that is in need of repair and no longer serviceable in the amount of \$48,750.

Background

As an integral component of the City's water system, Well 4, located on Tower Lane, serves the central parts of the City on both sides of the river. This water treatment plant has been online since 2004, and since then the City has had to replace the autotransformer once before. The autotransformer directs power through the starter components to the motor controlling the flow of water between the well and water tower.

With the autotransformer failing twice since 2004, staff proposes to replace it with a new solid-state model. The new solid-state transformer can actively regulate voltage and current needed to run the Well motor efficiently as it operates at a higher frequency. The power flows at a more regulated and controlled rate with the solid-state versus the conventional transformer which is what staff believes is affecting the existing autotransformer. The other treatment plants have the same autotransformer, however, do not have the same issues as the usage is reduced allowing for less wear and tear on the autotransformer.

The autotransformer is a small part of the Eaton starter system for Well 4 (see Exhibit A). According to the City Municipal Code (Chapter 1-7-3(a)(i)), this purchase is exempt from the bidding requirements as the autotransformer must be compatible with the existing water system structure provided by Eaton Corporation resulting in a sole-source purchase. Although it is very expensive, this is a crucial part of the system that should be replaced and installed by the Eaton Corporation. This purchase is budgeted in FY2020 in the water operations fund (51).

Recommendation

Staff requests the Committee recommend to the Council the authorization to purchase a solid-state autotransformer with Eaton Corporation, Glendale Heights, IL, in the amount not to exceed \$48,750.

Attachment

- Exhibit A Well 4 Autotransformer Pictures
- Exhibit B Eaton Corporation Cost Proposal

EXHIBIT A



Image 1: This is a picture of the autotransformer that needs replacing.



Image 2: This is a picture of the motor control cabinet for Well 4 where the autotransformer is housed.



Eaton Corporation Electrical Engineering Services & Systems 240 Windy Point Drive Glendale Heights, IL 60139

June 3, 2019

City of Yorkville 610 Tower Lane Yorkville, IL 60560

Attention:

Mr. Jon Bauer

Phone: (630) 878-0093, e-mail: jbauer@yorkville.il.us

Subject:

MCC Size 6 Starter Solution

Eaton Proposal Number CG180539R1

Dear Mr. Bauer:

Thank you for considering Eaton's Electrical Engineering Services & Systems (E-ESS) for your electrical solutions requirements. This proposal outlines our proposed scope of work at your Yorkville facility.

1. PROJECT SUMMARY

Eaton will provide a solution to your size 6 bucket in section 4F of MCC-1A power Yorkville Wells 3 & 4.

2. EQUIPMENT BILL OF MATERIAL

Eaton either will provide a replacement transformer for the existing bucket or will provide a new section for MCC-1A.

3. SCOPE OF WORK

Eaton Corporation will provide the necessary field service personnel, tools, materials and approved test equipment to perform the scope of work as described herein.

Option 1

- o Eaton will supply and install the autotransformer in the existing bucket.
- o All other parts will remain existing in the structure

Option 2

Eaton will provide a new section and replace into existing MCC

A comprehensive engineering report including findings, test data, and recommendations will be furnished after completion of work.

4. COMPLETION

CONVENTIONAL

Provide Operation and Maintenance Manuals.

5. PRICING

Option 1

\$12,575.00

United City of Yorkville Size 6 Bucket

June 2019

Option 2 John Jitte \$48.750.00

6. DELIVERY

The scheduling of work will be mutually agreed upon between the customer and Eaton's Electrical Engineering Services & Systems. Please allow two weeks for scheduling purposes.

7. QUALIFICATIONS / CLARIFICATIONS

- All work to be completed at straight time, Monday through Friday except for scheduled outages as defined in our proposal.
- Eaton has included 15 minutes of safety training for the first workday.
- Minor repairs and adjustments taking a minimal amount of time will be included in our base price. If additional time or material is required, it will be charged as an extra.
- Any significant delays due to adverse weather will result in additional charges.
- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate.
- Stand-by power needs, if deemed necessary, are not included.
- Applicable fees for outage related costs including stand-by and re-connect services are not included.
- Eaton will correct minor deficiencies. Minor deficiencies are those that require no special tools, parts, etc. and take a minimal amount of time to perform. Repair labor beyond this, and all material, will be considered as extra.
- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.
- Replacement parts and additional labor required to perform any repairs necessary for proper operation of your equipment will be accomplished exclusively at your written direction and authorization.
- Delays beyond the control of Eaton, extras and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems 2017 Price List PL02700001E.
- Delay time: If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge for four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If sufficient notice (72 hours) is given to Eaton when canceling scheduled work, no additional charge will apply.

8. SAFETY TRAINING OF EATON FIELD PERSONNEL:

- All Eaton field personnel received training to comply with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) have been issued.
- The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

9. SAFETY ARC-FLASH PROVISIONAL STATEMENT:

The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available. the time required to determine the proper PPE will be at the current rate per hour, unless included within the Eaton scope of work. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².

10. DIVISION OF RESPONSIBILITY

Eaton Responsibilities:

- Eaton will perform necessary adjustments, which are required to bring equipment to satisfactory operating condition, or review these with you prior to commencement of any additional work.
- Eaton will obtain authorization in advance before performing any additional work. In these cases, Eaton will provide services on a time and material basis. Eaton will provide a listing of all applicable skills classifications that apply to the execution of this contract, and identify the hourly rates (both straight time and overtime) that will apply for the duration of the contract. Eaton will also indicate escalation if applicable and, and in addition, provide a definition of when overtime rates apply.
- Eaton will provide you with a minimum notice of 72 hours of intent to service any equipment.
- Eaton shall furnish test engineers, field technicians, support personnel, tools, equipment, materials, supplies and transportation as required.
- · Eaton will provide and install safety locks, as required, and in accordance with the facility safety guidelines.
- Eaton will perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions
- Upon completion of work:
 - 1) Eaton will remove safety grounds installed by Eaton
 - 2) Eaton will remove safety locks installed by Eaton.

Customer Will Be Responsible For The Following:

- Providing free access to equipment within their facility.
- Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- Identifying site contact for this project.
- Providing electricians to remove equipment covers and re-install the same when required.
- Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
- Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
- Providing a copy of the past maintenance records to Eaton personnel.
- Providing manufacturers maintenance manuals upon arrival of Field Engineer/s.
- Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
- Supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of

auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.

- · Providing a place to receive and unload replacement equipment, test equipment or other supplies.
- Providing special tools supplied by equipment manufacturers.

11. WHY EATON FOR THIS PROJECT:

- Eaton field personnel have years of experience with low, medium, and high voltage electrical distribution equipment and have been factory trained at the Eaton Distribution Equipment Manufacturing Facilities and obtained outside training on other competitors' equipment.
- Eaton maintains a fully functional and operational remote monitoring center, which can be incorporated as part of the solutions to improve your overall electrical system reliability.
- Eaton has access to the engineering departments who currently design electrical equipment.
- Eaton has the following in-house technical support available to the specification engineer:
 - Environmental-Health and Safety personnel
 - Factory design engineers
 - Power Systems Engineers
 - Quality and Standards Engineers

12. PROPRIETARY AND CONFIDENTIAL INFORMATION

This submittal contains Eaton proprietary and confidential information, which may only be used by the City of Yorkville to evaluate and respond to this submittal. By accepting this submittal from Eaton, City of Yorkville agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

13. TERMS AND CONDITIONS

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 effective November 1, 2017. Taxes, if applicable, not included. This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Eaton. Payments are due and payable net within thirty (30) days from the date of each invoice.

Please reference Proposal number CG180539R1 on any purchase order issued in response to this proposal.

It is a privilege to have this opportunity to be of service. If there are any further questions or needs, please contact me at 630-373-1652 or by email at paulcreech@eaton.com. Eaton's Electrical Engineering Services & Systems looks forward to working with the City of Yorkville on this project.

Sincerely,

Paul Creech

Paul Creech Services Sales Specialist

United City of Yorkville Size 6 Bucket

June 2019

paulcreech@eaton.com Eaton's Electrical Engineering Services & Systems

http://www.eaton.com/eess

24-Hour Emergency Service: 1-800-498-2678

Attachments: Eaton Selling Policy 25-000



Supersedes Selling Policy 25-000. Pages 1-4, dated November 1, 2008

DOMESTIC U.S.A. GENERAL TERMS AND CONDITIONS OF SALE

Selling Policy

Effective: November 1, 2017, Page

Distribution and **Control Products** and Services 25-000

TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services (hereinafter referred to as Product(s) or Services by Eaton Corporation (hereinafter referred to as Seller) to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services, THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER, No contract shall exist except as herein provided.

Complete Agreement

No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings. usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and apportunity for objection.

Quotations

Written quotations are valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice.

Verbal quotations, unless accepted, expire the same day they are made.

A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

Termination and Cancellation

Products

Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.

Services

Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges including all costs plus profit.

Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes inscivent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices

All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy - Products and Services When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

- 1. The order is released with complete engineering details.
- Shipment of Products are made, and Services purchased are provided within the quoted lead time.
- When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30" calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.

Price Policy - BLS Refer to Price Policy 25-050

Minimum Billing Orders less than \$1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product d scount sheets.

Taxes

The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connectio therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Products

Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer Terms of Payment are either Net 30 days from the date of involce of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services

Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00.

⁶⁰ days for orders through contractors to allow time for their review and approval before and after transmitting them to their

Selling Policy 25-000 November 1, 2008 Page 2



Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

- Twenty percent (20%) of order value with the purchase order payable 30 days from date of nvoice
- Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compilance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances

if, in the judgment of Seller, the financial condition of the Buyer, at any time during the denod of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment

if payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. – PIS – Frt./Ppd. and Involced Products are sold F.O.B. point of shipment freight prepaid and involced to the Buyer.

F.O.B. - PIS - Frt. Ppd. and Allowed Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination - Frt./Ppd. and Allowed At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted

differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing

Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shinment

If the Buyer specifies a special method of transportation, type of carrier equipment routing or delivery requirement, Buyer shall pay all special freight and handling charges.

When freight is included in the price, no allowance will be made in fleu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss

Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage
Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage

When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must

- 1. Not move the Products from the point of examination.
- 2. Retain shipping container and
- packing material.

 3. Notify the carrier in writing of any
- apparent damage. Notify Seller representative within 72 hours of delivery:
- Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final inspect Products at the Seller's factory for \$500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products

For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based

on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's Invoice. Any order so held delayed or rescheduled beyond six (8) months will be treated as a Buyer termination.

Drawing Approval

Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal

When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

WARRANTY

Warranty For Products

Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of Installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product falls to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.



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Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller.

This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.

This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the supplier.

Extended Warranty for Products If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months – 2% of Contract Price 30 months – 3% of Contract Price 36 months - 4% of Contract Price

Special Warranty (In and Out) for **Products**

if requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of

- Removing the Product from the installed location.
- Transportation to the repair facility and return to the site
- 3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty For Services

Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards.

The Services, which do not so conform, shall be corrected by Selier upon notification in writing by the Buyer within one (1) year after completion of the Services.

Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its oustomer's, equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without imitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be not fied of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CORRECTION OF NON-CONFORMITIES IN THE MANNER. AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE

Asbestos

Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include ascestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products

Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error. full credit including all transportation charges will be allowed.

Product Notices

Buyer shall provide the user (including its employees) of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Force Maleure

Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

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Liquidated Damages

Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement

Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) produre for Buyer the right to continue using and selling the Product; (b) replace the Product with noninfringing apparatus; (c) modify the Products of the comes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence. In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller, (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA

Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970. or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act

Limitation of Liability

THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED

> Eaton Corporation. 1000 Cherrington Parkway Moon Township, PA 15108 United States Tel: 1-900-525-2000 Eaten.com

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Reviewed	By:

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

Agenda Item Number

Public Works Committee #7

Tracking Number

PW 2019-59

Agenda Item Summary Memo

Title: Invitation to Bid the Construction	ction of the Public V	Vorks Materials Storage Shed			
Meeting and Date: City Council -	- August 27, 2019				
Synopsis: See Attached Memo					
Council Action Previously Taken:					
Date of Action: PW 08-20-19	Action Taken: Mo	oved forward to City Council agenda.			
Item Number: PW 2019-59					
Type of Vote Required: Supermajo	ority (6 out of 9)				
Council Action Requested: Approv	val				
Submitted by: Carri Parker, Purcha		Administration			
Name	e	Department			
Agenda Item Notes:					





To: City Council

CC:

From: Eric Dhuse, Public Works Director

Carri Parker, Purchasing Manager Bart Olson, City Administrator

Date: August 27, 2019

Subject: Public Works Materials Storage Shed ITB Results Discussion

Summary

Discussion of the bid results and contract award for the Construction of the Public Works Materials Storage Shed Invitation To Bid (ITB) and corresponding budget amendment.

Background

The former materials storage shed was constructed in the 1980's. The structure has been degrading and in April 2019 staff observed the deterioration of the support columns and the degradation of the tin walls from the salt. The entire building was leaning, resulting in the danger of the building falling over causing a public safety concern. The building was demolished on May 10, 2019.

In 2015, the City had plans and specifications developed to begin the competitive bidding process to replace this building. The City had a State grant to assist in the cost of the building replacement and the remaining proceeds were going to be funded out of the Motor Fuel Tax (MFT) Fund. Due to the State not passing a budget in 2015, the grant funding was not received, and the project was put on hold.

Staff has worked with EEI to update the plans and specifications to solicit bids through the Invitation To Bid process. The only change to the original plans was to add additional siding on the face of the building to protect the stored material from the weather. The main structural difference between the new plans and the original plans for the Materials Storage Shed is that the material storage bins will be poured concrete instead of wood. Once the concrete has been sealed this will create a barrier between the concrete and salt to stop corrosion. In addition, the poured concrete will be much stronger and hold up to more use than wooden bins.

On August 2, 2019, the City held a public bid opening for the construction of the new Public Works materials storage shed. Three (3) bids were received: Schramm Construction, R. Berti Building Solutions and Lite Construction. Lite Construction, located in Montgomery, IL, was the lowest responsible bidder. The bids received from Schramm Construction and R. Berti Building Solutions are disqualified as both of them did not submit the correct bid tab per Addendum #2. The bid tab is attached for reference.

Recommendation

Staff requests the City Council authorize the execution of a contract with Lite Construction, Montgomery, IL, for the construction of the Public Works materials storage shed in the amount not to exceed \$249,700.

In addition, a budget amendment would also need to be approved in order to appropriate funds for this project. As shown on Schedule A of Exhibit 3, \$250,000 would need to be transferred out of the General Fund (i.e. other financing use out of the 640-Administrative Services cost center on page 4) into the City-Wide Capital Fund (i.e. other financing source on page 6). The expenditures related to the proposed construction of the material storage shed would be shown on page 7, under the line item 23-216-60-00-6003. This amendment has no budgetary impact on the City-Wide Capital Fund, since the expenditure is offset by a transfer from the General Fund. This proposed amendment would cause the General Fund budget to go into a deficit position; however, it should be noted that even with the proposed \$250,000 transfer, amended fund balance is ~\$130,000 higher than originally budgeted, due to the surplus of ~\$380,000 generated in FY 2019.

Attachments

- Ordinance Proposed Budget Amendment
- Resolution Authorize the Execution of a Contract
- Exhibit A Bid Tab
- Exhibit B Lite Construction Contract
- Schedule A General Fund

Resolution No. 2019-

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE EXECUTION OF A CONTRACT WITH LITE CONSTRUCTION, MONTGOMERY, IL, FOR THE CONSTRUCTION OF THE PUBLIC WORKS MATERIALS STORAGE SHED IN THE

AMOUNT NOT TO EXCEED \$249,700.

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, it is in the best interest of the City to enter into a contract with Lite Construction,

Montgomery, Illinois, for construction of the Public Works Materials Storage Shed substantially

in the form attached hereto marked aa "Exhibit B".

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 "Exhibit B".

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute

the contract, Resolution of Authorization and to undertake any and all actions as may be required

to implement the terms of the contract.

Section 3. That this Resolution sl	hall be in full force and effect from and after its passage
and approval as provided by law.	
Passed by the Mayor and City Co	ouncil of the United City of Yorkville, Kendall County
Illinois this 27 th day of August, 2019.	
KEN KOCH	DAN TRANSIER
JACKIE MILSCHEWSKI	ARDEN JOE PLOCHER
CHRIS FUNKHOUSER	JOEL FRIEDERS
SEAVER TARULIS	JASON PETERSON
	Mayor
Attest:	
City Clerk	

Ordinance No. 2019-

AN ORDINANCE AUTHORIZING THE FOURTH 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 General and City-Wide Capital funds 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 Coun	cil of the United (City of Yorkville, Kendall Cou	nty, 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 Ma	yor of the United	City of Yorkville, Kendall Co	anty, Illinois, this
day of	, 2019.		
		MAYOR	

Public \ Bid Openi	City of Yorkville - Bid Tab Works Materials Storage Shed Construction ITB ing - Friday, August 2, 2019 at 9:00 a.m. City Hall - 800 Game Farm Road			Engine	er's Es	stimate	Saint Cl (Non-Responsive	onstruction, narles, IL - did not use new heet)	Jo (Changed)	lding Solutions, oliet, IL Quantity on Bid Sheet)	Lite Cons Montgo	•
Required	attachments:						Yes	or No	Ye	es or No	Yes o	r No
Signed Bio	d Sheet						Υ	es		Yes	Ye	es
Signed Bio	d Sheet with Certifications						Y	es		Yes	Yo	es
Detailed E	Exception Sheet (optional)						Y	es		Yes	Yo	es
Equipmen	nt List						Y	es		Yes	Ye	es
Subcontra	acting List							es		Yes		es
Reference	es							es		Yes		es
Signed Co								lo		No		0
Bid Bond	, ,						١	lo		Yes	Y	es
Signed Ad	ldendum 1						Υ	es		Yes	Yo	es
Signed Ad	ddendum 2						Υ	es		Yes	Yo	es
No.	Item Description	Unit	Quantity	Unit Price		Amount	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	CONCRETE SLAB REMOVAL, 6"	SY	252	\$ 15.0	0 \$	3,780.00			\$ 23.96	\$ 6,635.00	\$ 10.50	\$ 2,646.0
2	HMA REMOVAL, 5"	SY	116	\$ 20.0	00 \$	2,320.00			\$ 25.88	\$ 2,950.00	\$ 13.00	\$ 1,508.0
3	PERIMETER EROSION BARRIER	LF	95	\$ 4.0	00 \$	380.00			\$ 6.00	\$ 600.00	\$ 4.00	\$ 380.0
4	INLET PROTECTOR	EACH	1	\$ 250.0	0 \$	250.00			\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.0
5	AGGREGATE BASE COURSE, 4"	SY	303	\$ 12.0	00 \$	3,636.00			\$ 8.58	\$ 2,600.00	\$ 12.00	\$ 3,636.0
6	CAST-IN-PLACE CONCRETE	LS	1	\$ 125,000.0	0 \$	125,000.00			\$ -	\$ 109,390.00	\$ 144,961.00	\$ 144,961.0
	PRE-ENGINEERED POST FRAME BUILDING SYSTEM	LS	1	\$ 110,000.0	0 \$	110,000.00			\$ -	\$ 81,500.00	\$ 76,000.00	\$ 76,000.0
8	BOLLARD	EACH	6	\$ 800.0	00 \$	4,800.00			\$ 300.00	\$ 1,800.00	\$ 500.00	\$ 3,000.0
	RESTORATION, CA-6, 6"	SY	50	\$ 30.0		_,			\$ 20.00	\$ 1,000.00	\$ 8.00	
	RESTORATION, HMA, SC, MIX "D", IL9.5, N50, 6" (2 LIFTS)	TON	14	\$ 400.0	_	3,000.00			\$ -	\$ -	\$ 321.00	
	NON-SPECIAL, NON- HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1	TON	25	\$ 100.0	_	=,000.00			\$ -	\$ -	\$ 95.00	
	ALLOWANCE	UNIT	10,000	\$ 1.0	0 \$	10,000.00			\$ 1.00		\$ 1.00	\$ 10,000.0
	OTHER FEES									\$ 35,428.00		
1	ROJECT AMOUNT			Ś		269,766.00	۸ ا	340,000.00	۸ ا	252,053.00	ć	249,700.0



INVITATION TO BID THE CONSTRUCTION OF THE PUBLIC WORKS MATERIALS STORAGE SHED

Deadline:

Friday, August 2, 2019 at 9:00 a.m.

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UNITED CITY OF YORKVILLE, ILLINOIS LEGAL NOTICE INVITATION FOR BID

The United City of Yorkville, Illinois will accept sealed bids for the Construction of the Public Works Material Storage Shed.

Sealed bids will be received at the address listed below until **Friday**, **August 2**, **2019** at **9:00** a.m. local time. Bids will be publicly opened and read aloud at the date and time stated above. Proposals not physically received by the date and time listed above will be returned, unopened to the firm. Emailed or faxed bids will not be accepted.

All proposals should be addressed to:

United City of Yorkville
Re: (vendor name)
Invitation to Bid – Material Storage Shed
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.

Bidders are advised of the following requirements of this contract: 1. Applicability of Illinois Prevailing Wage Act, 2. 10% bid security with the bid submittal, 3. performance bond on award of contract, and 4. labor and material payment bond on award of contract.

Any questions 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 bidder 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

UNITED CITY OF YORKVILLE, ILLINOIS INSTRUCTIONS TO BIDDERS - GENERAL CONDITIONS

These Instructions to Bidders and General Conditions apply to all bids requested and accepted by the City and become a part of the contract unless otherwise specified. Bidders 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 Bidder 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 City Hall, 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet. When completed deliver to the United City of Yorkville City Hall, 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. Bidders may attach separate sheets for the purpose of explanation, exception, or alternative proposal and to cover required unit prices.
- 2. <u>Submittal of Bid</u> Bids must be submitted to the attention of the Carri Parker, Purchasing Manager at the above address no later than Friday, August 2, 2019 at 9:00 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. Bidders 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 bidder shall carefully examine the bid forms which may include the invitation to bid, instruction to bidders, general conditions, special conditions, plans, specifications, bid form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the bid. The bidder shall verify all measurements relative to the work, shall be responsible for the correctness of same. The bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the bidder will be obligated to operate. Failure of the bidder to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional moneys will be added to the contract. The successful bidder must notify all utility companies that are a part of J.U.L.I.E. of the responsibility of each utility company to locate its utilities.

The submission of the bid shall be considered conclusive evidence that the bidder 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 bidder 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 bidder shall supply all required supervision, skilled labor, transpiration, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The bidder 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 bidder shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The bidder is solely and exclusively responsible for construction means, methods, technologies and site safety.
- 5. <u>Interpretation of Bid Documents</u> 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 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. <u>Bid Guarantee</u> 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 bidders will be released. The remaining deposits will be released after the successful bidder 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 bidder 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. <u>Late and Fax Bids</u> 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 bidder'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 bidders by way of a facsimile machine.
- 9. <u>Completeness</u> All information required by the Invitation to Bid must be supplied to constitute a responsive bid. The Bidder's submittal shall include the completed Bid Sheet found in the contract documents. The City will strictly hold the bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the bidder.
- 10. <u>Error in Bids</u> When an error is made in extending total prices, the unit bid price and/or written words shall govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of bidder.
- 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 bidder 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. **<u>Bidder Interested in More than One Bid</u>** 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 bidders is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials, or supplies.
- 13. <u>Bidder's Qualifications</u> No award will be made to any bidder 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 bidder shall furnish to the City all information and data the City may request for the purpose of investigation.
- 14. **<u>Bid Award for All or Part</u>** 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. <u>Samples</u> Samples or drawings requested shall be delivered and removed at no cost to the City. The City shall not be responsible for damage to samples. Samples shall be removed by the bidder 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 bidder 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. <u>Toxic Substance</u> Prior to delivery of any material which is caustic, corrosive, flammable or dangerous to handle, the supplier shall provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid (Material Safety Data Sheet).
- 18. <u>Delivery</u> Where applicable all materials shipped to the City must be shipped F.O.B. delivered, designated location, Yorkville, Illinois. If delivery is made by truck, arrangements must be made in advance by the 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. <u>Estimated Bid Quantities</u> On "Estimated Quantities", the City may purchase more or less than the estimates. The Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.
- 20. <u>Trade Names Alternative Bid</u> When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the bidder shall bid upon the item so identified.

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

Bidders 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. Bidders 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. <u>Price</u> – 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 bidder 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 bidder, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary recourses and adequate insurance to comply with the terms of these specifications and contract documents.

- 23. <u>Award or Rejection</u> 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 bidder 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 bidder 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 Bidders, including the specifications, will constitute part of the legal contract between the United City of Yorkville and the successful bidder.

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

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

- 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. <u>Contract Alterations</u> No amendment of a contract shall be valid unless made in writing and signed by the City Manager or his 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. <u>Default</u> The City may terminate a contract by written notice of default to the Contractor if:
 - fails to make delivery of the materials or perform the services within the time specified in the proposal, or
 - fails to make progress so as to endanger performance of the contract, or

• 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.

- 34. <u>Inspection</u> The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the City.
- 35. <u>Supplementary Conditions</u> Wherever special conditions are written into the specifications or supplementary conditions which are in conflict with conditions stated in these Instructions to Bidder, the conditions stated in the specifications or supplementary conditions shall take precedence.
- 36. <u>Permits and Licenses</u> The successful bidder 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.
- 37. **Bidder's Certification** - In compliance with the Illinois State Law that requires each bidder to file a certification regarding bid rigging and bid rotating and that it is not delinquent in its taxes, the bidder shall file with its bid the attached Bid Proposal Certification.
- 38. <u>Change Orders</u> After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the bidder 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 Board.
- 39. <u>Time of Completion</u> The successful bidder 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.
- 40. **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.
- 41. <u>Guarantees and Warranties</u> All guarantees and warranties required shall be furnished by the successful bidder and shall be delivered to the City before final payment on the contract is issued.
- 42. <u>Waiver of Lien</u> where applicable a waiver of lien and contractor's affidavit must be submitted by the successful bidder, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

43. **Bid Schedule** –

Selection Process Steps	Estimated Date(s)
Release of Invitation to Bid (ITB)	Friday, July 5, 2019
Pre-Bid Meeting (Optional)	Monday, July 15, 2019
Final Date for Contractors to Submit Questions	Friday, July 26, 2019 at 12:00 p.m.
Addenda posted	Tuesday, July 30, 2019 at 12:00 p.m.
Proposals Due	Friday, August 2, 2019 at 9:00 a.m.
Public Works Committee Contract Approval	Tuesday, August 20, 2019
City Council Contract Approval	Tuesday, August 27, 2019
Pre-Construction Meeting (mandatory)	Wednesday, September 4, 2019
Not to proceed	Monday, September 9, 2019
Project Completion Deadline	November 1, 2019

UNITED CITY OF YORKVILLE, ILLINOIS SPECIAL CONDITIONS

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

If requested by the City, the Bidder 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 Bidder 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 Bidder 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 Bidder 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.

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

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

the Director of 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, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Contractor shall guarantee all materials and workmanship as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements.

Unless otherwise amended in writing by the Director of Public Works, 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 at 630.878.7102.
- 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. Contact the City's Director of Public Works at 630.878.7102 for access.

UNITED CITY OF YORKVILLE, ILLINOIS INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

I. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the City named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.
- B. Owners and Contractors Protective Liability (OCP) policy is required with the City as insured (for contracts with subcontractors and projects that are inherently dangerous).
- C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.
- E. Builder Risk Property Coverage with City as loss payee.

II. Minimum Limits Of Insurance

Contractor shall maintain limits <u>no less</u> than if required under above scope:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Businesses Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- E. Builder's Risk shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis. (Protection against loss of materials during construction, renovation, or repair of a structure.)
- F. Umbrella Excess Insurance: \$3,000,000. "Following form" of the underlying and excess policies including listing the City as an additional insured.

III. Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees, and volunteers; or the Contractor

shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

IV. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

- 1. The City, its officials, agents, employees, volunteers and Engineering Enterprises, Inc. are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, volunteers and Engineering Enterprises, Inc.
- 2. The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.
- 4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees, and volunteers as additional insureds.
- 6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

V. Acceptability Of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

VI. Verification Of Coverage

Contractor shall furnish the City with certificates of insurance naming the City, its officials, agents, employees, volunteers and Engineering Enterprises, Inc. as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved

by the City before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 2010. The City reserves the right to request full certified copies of the insurance policies and endorsements.

VII. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. <u>Assumption Of Liability</u>

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

IX. Indemnity/Hold Harmless Provision

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.

X. Additional Insured Endorsement

The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the City, but only with respect to liability arising out of your work. For purpose of this endorsement, "arising out of your work" shall mean: (1) Liability the Additional Insured may incur resulting from the actions of a contractor it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work, (3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

GENERAL SPECIAL PROVISIONS

XI. Location of improvements

The Public Works Materials Storage Shed will be located at 610 Tower Lane, United City of Yorkville, Kendall County, Illinois. The project limits are defined in the plans.

XII. <u>Description of improvements</u>

This project consists of completing improvements in accordance with the United City of Yorkville Public Works Storage Facility Plans and all applicable specifications. These improvements include but are not limited to pavement and concrete slab removal, installation of new concrete pavement, concrete footings, concrete walls, construction of a 30'x80', 5-bay wood-frame and metal-sided material storage building and other ancillary work necessary to complete this contract.

XIII. Subcontractor approval

Prior to awarding the contract to the lowest qualified bidder, the selected general contractor must submit a list of all subcontractors and material suppliers for approval by the City. The City reserves the right to reject any subcontractor or material supplier for any reason. This same requirement applies to any subcontractor or material supplier being substituted for another after construction has started.

XIV. Construction observation

Prior to the installation of any material, construction observation and any required testing shall be coordinated with Engineering Enterprises, Inc. (EEI). The Engineer will require a minimum of 48 hours notice prior to the scheduling of any such work items and a minimum of 24 hours notice prior to the cancellation of any proposed work items that have been scheduled for observation. The contact for EEI shall be provided at the pre-construction conference.

XV. Control of work and prosecution and progress

It is the intent of the United City of Yorkville that the project be constructed in an orderly and timely manner. The Contractor shall take special note of the provisions of Article 105.05, Article 108.01 and Article 108.02 of the Standard Specifications, which shall be adhered to.

The work on this project shall be completed by November 1, 2019. No extensions will be permitted in accordance with Article 108.08(b) of the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016. Should the Contractor fail to complete the work by November 1, 2019, he/she will be held liable to the United City of Yorkville pursuant to amounts specified in the Supplemental Specification for Section 108 "Prosecution and Progress."

XVI. <u>Pre-bid site visit</u>

All bidders are encouraged to visit the site prior to preparation of bid. Submission of the bid is

acknowledgement that the Bidder is aware of and accepting of existing conditions prior to the installation of the improvements.

XVII. Pre-construction conference

Following the award of the Contract, the Contractor will be required to attend a Preconstruction Conference prior to beginning work. At that time, the Contractor will be required to furnish as a minimum, but not limited to: Written progress schedule, Names of Project Manager and Field Superintendent, names of Sub Contractors and material suppliers, name of person responsible for traffic control installation and maintenance, and name of the contact person and emergency phone numbers of the Contractor's representative for contact after construction hours.

A Preconstruction Conference Notice will be sent to the Contractor to notify him/her of the complete listing of items to be furnished at the meeting, as well as the time and location of the meeting and the required personnel.

XVIII. Construction debris

The following shall be added to the third paragraph of Article 202.03 of the Standard Specifications:

"The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled, or treated. This documentation must be maintained by the Contractor for 3 years."

XIX. Construction restrictions

All engines and engine driven equipment used in relation to this project shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive noise. Construction shall not be permitted between the hours of 8:00 p.m. to 7:00 a.m. during standard weekdays (excluding holidays). These hours shall be amended to 5:00 p.m. to 7:00 a.m. on Saturdays and no work on Sundays or Holidays. Any requested variations to these hours shall be approved by the City in writing, in advance of any operations outside of the hours detailed above.

XX. Uncontaminated soil disposal

Any excavated material that meets the requirements of disposal at a CCDD facility and not needed for backfill or embankment shall be removed and disposed of off the site at a location or locations provided by the Contractor. The cost of removal, transportation and disposal of the excavated material ("uncontaminated soil") is considered incidental to the pay item requiring excavation.

A signed LPC-663 form with supporting documentation is attached. Any additional testing or documentation beyond what is provided with the LPC-663 and preliminary analysis that is

necessary to dispose of the material shall be the Contractor's responsibility. The LPC-663 was completed in 2015 and attached to the form is a cover letter stating that there have been no changes to the site since the original LPC-663 form was completed. Fox Ridge Stone in Oswego, IL has indicated that they will accept the material based on this documentation.

If the Contractor chooses to dispose of the material at a permitted CCDD facility, the Contractor shall coordinate with said facility or facilities prior to bidding to determine if the information provided with the LPC-663 is adequate. The Engineer should be informed immediately of any deficiencies.

XXI. Location of existing utilities

Existing public and private utilities are shown on the plans according to information obtained from utility companies, municipalities, and surveys. The Contractor shall familiarize himself/herself with the location of all utilities and structures that may be found in the vicinity of the construction and assume responsibility for all utilities whether shown or not and must realize that the actual locations and/or elevations of the utilities may be different than indicated.

It is understood and agreed that the Contractor has considered in his/her bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience or damage. It is also suggested that the Contractor call the concerned utility companies for further information. Contractor shall bring to the attention of the Engineer any potential conflicts after receiving all necessary JULIE information. In areas where JULIE locates reveal potential conflicts, the Contractor shall field verify the depth of these utility crossings. In any such area, the Engineer will verify if potential adjustments to the proposed utility installations will be required.

All overhead utilities and associated poles shall be temporarily supported when working nearby.

Should any damages occur due to the Contractor's negligence, repairs shall be made by the Contractor at his/her expense in a manner acceptable to the Engineer.

XXII. Protection of existing drainage facilities

During construction, if the contractor encounters or otherwise becomes aware of any sewer, underdrains or field drains within the right-of-way other than those shown on the plans; he shall so inform the Engineer. The Engineer shall direct the work necessary to maintain or to replace the facilities in service and to protect them from damage during construction if to be maintained. Existing facilities to be maintained that are damaged because of non-compliance with this provision shall be replaced at the Contractor's own expense.

XXIII. Cooperation between contractors

Other contracts and/or contractors may simultaneously be in process and working within or adjacent to the subject project improvement site limits and the Contractor shall take special note of the applicable provisions of Section 105 and of particular, Article 105.08 of the Standard Specifications which shall be adhered to.

XXIV. Incidental work

All work shown on the Plans, described in the applicable specifications or in these Special Provisions and not covered by a pay item, will be considered as included in the cost of the Contract.

XXV. Notification to utilities

The Contractor shall notify all utility companies including the local electrical, telephone, gas and the United City of Yorkville, a minimum of 72 hours prior to beginning any construction. The Contractor shall then have the responsibility to determine from the public utility companies the locations of underground pipes, conduits or cables adjoining or crossing the construction area.

XXVI. Keeping roads open to traffic

All roads shall remain open during construction. All work associated with this shall be included in the cost of the Contract.

XXVII. Maintenance of roadways, drives and parking areas

The Contractor shall be responsible for repair of any damage to existing roadways, drives and parking areas within the project limits. There will be no additional payment for any repairs necessary due to the Contractor's operations.

XXVIII. Working environment

It is the sole responsibility of the Contractor, not the Owner or Owner's representative, to ensure a safe working environment and to comply with all applicable OSHA, or other, safety requirements.

XXIX. Mobilization

This contract contains no provisions for mobilization. Therefore, article 671 of the Standard Specifications is deleted.

XXX. Construction staking and marking

Construction staking and marking, establishing the location, alignment, elevation and grade of the work, shall conform to article 105.09 of the Standard Specifications. Requests for control information must be made 72 hours prior to the date needed. Construction staking will be discussed at the preconstruction meeting prior to commencement of work, at which meeting the proper contact information will be provided. The costs for construction staking are the responsibility of the Contractor. This will not be paid for separately but shall be considered incidental to the cost of the project. This special provision shall take precedence over any other references to construction layout in the plans or specifications.

XXXI. Submittals

Shop drawings, cut sheets and or mix designs shall be submitted for the following items:

- Concrete Mix Design
- Quality Control Plan
- Pre-Engineered Post Frame Building System

XXXII. Retention

Ten percent (10%) retention will be held on the project until all construction items have been satisfactorily completed. Retention will be reduced to 0% once all punch list items are completed (as determined by the City Engineer).

XXXIII. Pay item special provisions

A. Concrete Slab and Pavement Removal

This work shall consist of saw cutting, removing and off-site disposal of the existing concrete slab or hot-mix asphalt pavement as required for the construction of the proposed material storage shed.

This work shall also consist of excavation of any material measured down to a depth of 10 inches below the proposed concrete slab finished grade, per the grades indicated on the drawings. The excavated material is to be disposed of off-site. Once subgrade is achieved the subgrade shall be proof rolled prior to aggregate base course installation.

This work will be paid for at the contract unit price per square yard for **CONCRETE SLAB REMOVAL** or **PAVEMENT REMOVAL** which price shall include the excavation and disposal of material.

B. Aggregate Base Course, 4"

This work shall consist of furnishing and placing new aggregate base course prior to concrete slab construction operations in the areas designated on the plans and in accordance with Sections 202 and 311 of the Standard Specifications.

All aggregate base course placed shall be mechanically compacted in maximum one-foot lifts.

This work will be paid for at the contract unit price per square yard for **AGGREGATE BASE COURSE**, **4**" which price shall include the excavation and disposal of any unsuitable material.

C. Cast-In-Place Concrete

This work shall consist of excavation, furnishing and placing concrete, backfilling and compacting fill material above and adjacent to the footing and concrete walls as shown on the plans and in accordance with the applicable parts of Divisions 400 and 500 of the Standard Specifications, American Concrete Institute (ACI) 318 and ACI 301, latest editions, the

"Foundation Plan Sections & Notes" detail in the plans, and with these Special Provisions. The notes and details in the plans shall supersede any Standards and Provisions referenced herein.

A delivery ticket shall be required for each load of concrete delivered to the site and must be presented at the time of the concrete pour. The information recorded on each delivery ticket shall be in accordance with Sections 109 and 1020 of the Standard Specifications.

All concrete shall be mixed with Sika Fibermesh 650 synthetic fibers or an approved equal conforming to ASTM C1116 Type III and ACI 318.

All exposed areas of concrete shall be treated with W.R. Meadows Pentreat 244-40 Water Repellent Sealer or approved equal.

The Contractor shall comply with the requirements of the IDOT Recurring Special Provisions for Check Sheet #24 Special Provision for Quality Control of Concrete Mixtures at the Plant and Check Sheet #25 Special for Quality Control/Quality Assurance of Concrete Mixtures.

The excavation, concrete, associated reinforcement, including reinforcement bars and synthetic fibers, sealer and backfill shall not be measured separately but shall be included in the Lump Sum price.

This work will be paid for at the contract unit price per Lump Sum for **CAST-IN-PLACE CONCRETE** which price shall include excavation, furnishing, placing, and reinforcing the concrete and backfilling and compacting the fill material as shown in the plans and on Contractor shop drawings to be submitted to the architect for review prior to fabrication. Any excavated material used on site will not be paid for separately.

D. Pre-Engineered Post Frame Building Systems

General

The metal building systems included in this section were designed around Wick Buildings. If another manufacturer is submitted other than Wick Buildings, Contractor to prepare and submit to the Engineer for approval as part of his bid, a detailed list of all exceptions to the following specifications and engineering plans of the building proposed to be furnished and installed. Such changes, if approved, shall be accomplished at no additional cost to the Owner and time extensions associated with the changes will not be approved by the Engineer. The Contractor will reimburse the Owner and Engineer for review or redesign services associated with re-approval. The Contractor shall assume the cost of, and responsibility for, satisfactorily accomplishing the necessary changes corresponding to the dimensions and characteristics of the building submitted by the Contractor and approved by the Engineer.

- 1. This Section Includes the following:
 - A. Factory fabricated Pre-Engineered wall column.
 - B. Factory fabricated Pre-Engineered roof rafters.
 - C. Factory fabricated Pre-Engineered siding panels and metal roofing.
 - D. Factory fabricated Pre-Engineered building system accessories including, but not limited to, doors and windows.

- E. Prefinished metal trim items.
- F. Prefinished ridge vents and soffits.
- G. Prefinished gutter and downspouts.

2. Reference Standards:

- A. Preservative Treated Lumber
 - i. American Wood Preservers Association (AWPA)
 - ii. Treated item shall comply with AWPA standard C15 minimum.
 - iii. Treated items shall bear the quality mark with appropriate specification information, along with and stamped by the participating mill or agency involved.

B. Framing Lumber

- i. Lumber grading rules and wood species
 - a. National Design Specifications for Wood Construction, current edition.
 - b. Northeastern Lumber Manufacturer's Association, Inc. (NELMA).
 - c. Southern Pine Inspection Bureau (SPIB): Southern Pine.
 - d. West Coast Lumber Inspection Bureau (WCLIB): Douglas Fir.
 - e. Western Wood Products Association (WWPA): Douglas Fir and Ponderosa Pine.

C. Wood LVL Rafters

- i. Contractor must submit manufacturer's descriptive literature indicating material composition, thickness, dimensions, loading and fabrication details.
- ii. LVL rafters shall be qualified to ASTM D5456 by APA -The Engineered Wood Association.
- iii. LVL rafters shall be pressure bonded, lap-jointed wood veneers, with grain of veneers running parallel in the long direction.
- iv. LVL rafters shall be designed by the contractor or manufacturer in accordance with the applicable building codes. All rafter designs must be accompanied by complete and accurate shop drawings and contain the following information:
 - a. Slope or depth, span and spacing of the rafter.
 - b. Heel bearing height.
 - c. Design loading.
 - d. Adjustments to lumber and fastener design values for conditions of use.
 - e. Fastener type, thickness of gauge, and size.
 - f. Lumber size, species and grade for each member.

3. System Description:

- A. Clear span frame coordinate with drawings.
- B. Primary framing wood roof rafters and columns.
- C. Secondary framing purlins, girts, bracing and other items as required.
- D. Wall and roof systems preformed metal panels.

4. Design Requirements:

- A. Coordinate building loads. Refer to design load tables on plans.
- B. Building Code: IBC, International Building Code
- C. Including unbalanced roof loads required by the most current version of ASCE-7

5. Submittals:

- A. Supply four (4) sets of the following bearing a Professional Engineering Seal registered in the State of Illinois:
 - i. Complete detailed shop and erection drawings indicating size and location of each building component and part. Certify that specified roof and wind load requirements are met.
 - ii. Rafter engineering calculations and design calculation should include the following:
 - a. Bending moments and axial forces for each member.
 - b. Basic plate design values.
 - c. Design analysis for each joint indicating that proper plates have been used.
 - d. Successful bidder shall provide written proof of a third-party inspection program in force for the rafter manufacturer used on project.
 - iii. Standard color chart supplied by Manufacturer for the owner/engineer to choose from.
 - iv. Brochures/details/samples of specialty accessory products used or specified on this project.

6. Quality Assurance:

- A. Building package by a Pre-engineered building Manufacturer with 50 years of doing business.
- B. Building Manufacturer must own manufacturing facilities.
- C. Exterior fastened steel panel shall be roll-formed in Manufacturer's manufacturing facility.
- D. Columns shall be factory fabricated by Manufacturer, in their manufacturing facility. They shall not be manufactured or assembled on-site.
- E. Rafters shall be factory fabricated by Manufacturer, not the contractor.
- F. Building package shall be supplied by a pre-engineered building Manufacturer, with fully staffed engineering department. All structural components shall be supplied by a source with one warranty.
- G. All building packages shall be delivered by the Manufacturer's trucks and personnel.
- H. Package (shell) erection shall be supervised by Manufacturer's representative builder or Manufacturer employed field superintendent.

7. Qualifications:

- A. Structural components shall be designed under direct supervision of a Professional Engineer employed by the Manufacturer.
- B. An adequate number of skilled work people shall be employed who are thoroughly trained and experienced in the necessary skills. They will be completely familiar with the specified requirements and methods for proper performance of work.

8. Regulatory Requirements:

- A. All applicable building codes and/or ordinances covering this work shall be the responsibility of the contractor.
- B. Work together with regulatory agencies or authorities to provide data as requested.
- C. Panels shall not be stored such that they are in contact with any other material that could create staining or discoloration.

9. Environmental Requirements:

- A. Material packaging for minimum natural resource waste on project.
- B. Building delivery package materials must be reused in the building system, i.e., metal panel cribbing 2x's used as part of secondary framing systems (nonstructural.)

10. Delivery, Storage and Handling:

- A. Prefabricated components, i.e., rafters, columns, steel sheathing and other items, shall be delivered and stored so they will not be damaged or deformed.
- B. Roofing and siding panels will be stored so water will drain freely.
- C. Panels shall not be stored such that they are in contact with any other material that could create staining or discoloration.

11. Warranty:

Contractor to warrant to the original owner, commencing on the date of its substantial completion and subject to limitations, exclusions and conditions set forth herein, as follows:

FOR FIFTY (50) YEARS

Free of Charge, Contractor will replace or repair, at its option, treated structural posts that fail because of insect damage or because of decay that occurs under normal conditions and proper use.

FOR FORTY (40) YEARS

Free of Charge, Contractor will replace or refinish, at its option, painted steel roofing or siding panels if the paint peels, cracks, checks, flakes, or blisters to an extent that is apparent by ordinary outdoor visual observation when exposed to normal weather and atmospheric conditions. Damage or loss resulting from exposure to atmospheric pollutants, including but not limited to animal waste or other corrosive conditions, is excluded under this warranty.

FOR THIRTY (30) YEARS

Free of Charge, Contractor will replace or refinish, at its option, painted steel roofing or siding panels should the color change or chalk more than the specifications shown in the following table:

	Vertical Installation	Non-Vertical Installation
Chalk (ASTM D-4214)	8	6
Color Change (ASTM D-2244)	5	7

FOR TWENTY (20) YEARS

Free of Charge, Contractor will replace or repair, at its option, acrylic coated Galvalume® steel roofing or siding panels should they rupture, perforate, or fail structurally when exposed to normal weather and atmospheric conditions. Damage or loss resulting from exposure to atmospheric pollutants, including but not limited to animal waste or other corrosive conditions, is excluded under this warranty.

FOR SEVEN (7) YEARS

Free of Charge, Contractor will repair leaks in steel roofing panels that result from defects in material or workmanship except those leaks occurring where the building is connected to an adjacent structure.

FOR FIVE (5) YEARS

Free of Charge, Contractor will replace or repair, at its option, those portions of the structural framework, including roofing and siding panels, damaged by wind or snow loads that do not exceed design specifications.

Free of Charge, Contractor will replace or repair, at its option, sliding doors damaged by wind or snow so long as the door is in a locked-open or locked-closed position when the damage occurs.

Free of Charge, Contractor will replace or repair, at its option, painted steel or acrylic coated steel roofing or siding panels perforated by hail.

FOR ONE (1) YEAR

Free of Charge, Contractor will repair any other defects in materials or workmanship.

Products

- 12. Building System Manufacturers:
 - A. Wick Buildings, 800-356-9682 WickBuildings.com
 - i. Mazomanie, Wisconsin
 - B. Other Systems Pre-approved Acceptable:
 - i. Approved equals meeting specification requirement sections 2,6,9,11,13 and 14.
 - ii. Must be approved 7 days prior to submission of the bid.
 - a. Lester
 - b. Morton

13. Materials – Framing:

- A. Sill Plate
 - i. 2"x8" #1 or better Southern Yellow Pine (SYP).
 - ii. This member shall be pressure treated with a wood preservative to a net retention as specified by the American Wood Preservers Association (AWPA) for ground contact conditions. Treatment shall be Osmose MicroPro copper Azol (MCA) with 15 pounds of preservative per cubic foot of wood. Member shall be Kiln dried to a maximum of 19% moisture content. The preservative shall penetrate 100% of the sapwood.

B. Columns

- i. Full Length Laminated Column
 - Factory fabricated from minimum 3 ply 2"x6" 2400 MSR Southern Yellow Pine (SYP). Columns shall be full-length (unspliced) nail laminated plys up through 20' with middle ply to have short truss support block. Columns over 20' length shall be spliced (a minimum of 3' length) with reinforced metal truss plates pressed in place over splice on the outside laminate. Refer to Section B, Reference Standards / 3. Wood rafters / letter c. referencing LVL construction.
 - a. Columns shall be pressure treated. This is in accordance with the "American Wood Preserves Association" (AWPA) standards latest edition, with a wood preservative to a net retention of .60 pounds per cubic foot of CCA Type C formulation.

C. Wood Rafters

- i. Rafters shall be constructed of surfaced lumber, smooth and free of all cracks and checks.
- ii. Plates: Connector plates shall be fabricated from ASTM A 653 SS, 20-gauge Grade 40, or 18-gauge, Grade 80, steel sheets galvanized with G-60 coating.
- iii. Design and fabricate rafters and connections to withstand designated snow and wind loads and all dead loads.
- iv. Fabricate rafters in plant, using mechanical or hydraulic fixtures as required to bring members into contact. Install plates in accordance with Manufacturer's instruction.

D. Baseboards

- i. 2"x8" #1 or better Southern Yellow Pine (SYP).
- ii. This member shall be pressure treated with a wood preservative to a net retention as specified by the American Wood Preservers Association (AWPA) for ground contact conditions. Treatment shall be Osmose MicroPro copper Azol (MCA) with 15 pounds of preservative per cubic foot of wood. Member shall be Kiln dried to a maximum of 19% moisture content. The preservative shall penetrate 100% of the sapwood.
- iii. This treated member shall be attached to columns with a minimum of 3 hot dipped galvanized nails (ASTM A153).

E. Wall Girts

i. 2"x6" 1650 MSR Spruce Pine Fir (SPF) as required by design at appropriate spacings.

F. Purlins and Truss Ties

i. 2"x4" 1650 MSR or better Spruce Pine Fir (SPF) as required by design dependent upon roof loading specification.

G. Wind Bracing

- i. Provide "T'd" 2"x6"/2"x4" 1650 MSR or better Spruce Pine Fir (SPF) from endwall column to first rafter back.
- ii. Provide 2"x4" 1650 MSR diagonal in roofline bracing as required by design.

H. Framing Around Openings

- i. Provide 2"x6"/2"x4" 1650 MSR or better Spruce Pine Fir (SPF) around personnel doors and windows.
- ii. Provide 2"x6"/2"x4" 1650 MSR or better Spruce Pine Fir (SPF) around overhead door openings.

I. Headers

i. Provide built-up Machine Stress Rated (MSR) or better wood headers per building manufacturer as required to meet proper loading.

J. Incidental framing

i. Provide 1650 MSR or better 2"x4" Spruce Pine Fir (SPF).

K. Bent Anchor Bolts: ASTM F 1554, Grade 36.

- i. Nuts: ASTM A 563 heavy hex carbon steel.
- ii. Washers: ASTM F 436 hardened carbon steel.
- iii. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.

L. Column Anchor.

i. The building manufacturer will provide the bolt and bracket design for anchoring their building to the columns. The building manufacturer will supply stamped engineering to support their calculation for bolts and brackets.

14. Materials – Prefinished Materials:

A. Roofing Panel Options

- i. Exposed Fastened Steel Panels
 - a. All roofing panels shall be 29-gauge (.015 minimum thickness) steel with a G-90 galvanized zinc coating. Panels shall be a minimum structural strength ASTM A446 grade E, 82,000 PSI tensile strength. All panels shall include a zinc phosphate pre-treatment, and then covered with a total of 1.5 mil thick paint system. Paint system shall consist of a corrosion-resistant prime coat and an architectural finish coat of Ceram-A-Star 1050.
 - b. All metal roof shall be fastened with minimum of 1" color-matched EPDM washered #9 screw fasteners placed in the flat of the steel next to all major ribs along every row of girts and purlins. All fasteners shall be color-matched to wall and roof panels and trim.

B. Sidewall Siding

- i. Exposed Fastened Steel Panels
 - a. All siding panels shall be 29-gauge (.015 minimum thickness) steel with a G-90 galvanized zinc coating. Panels shall be a minimum structural strength ASTM A446 grade E, 82,000 PSI tensile strength. All panels shall include a zinc phosphate pre-treatment, and then covered with a total of 1.5 mil thick paint system. Paint system shall consist of a corrosion-resistant prime coat and an architectural finish coat of Ceram-A-Star1050.
 - b. All metal sidewall panels shall be fastened with minimum of 1" color-matched EPDM washered #9 screw fasteners placed in the flat of the steel next to all major ribs along every row of girts and purlins. All fasteners shall be color-matched to wall and roof panels and trim.

C. Metal Trim Items

- i. Trim: Roofing and siding panels shall be trimmed using painted trim with the same paint product specifications as the roofing and siding panels. Standard trim to be placed at all corners, ridge line, rake (intersection of roof and endwall), eave (intersection of roof and sidewall) and base (bottom of sidewall and endwall steel.) All standard trims, overhang fascias, track covers, slide door jambs and trims to be available in building panel covers. Overhead door trims and slide door jamb trims shall be one piece up to 16'. All other trims shall be a minimum of 12' in length to eliminate splices.
- ii. Fasteners: All framing lumber shall be fastened with 10d, 16d and 60d ring shank nails. All machine bolts used shall be a minimum grade 1, A307. All metal roof and sidewall panels shall be fastened with minimum of 1" color-matched EPDM washered #9 screw fasteners placed in the flat of the steel next to all major ribs along every row of girts and purlins. All fasteners shall be color-matched to wall and roof panels and trim.

D. Gutter and Downspouts

- i. If shown and specified on drawings, provide 5" style "K" gutter. Material shall be the same specification as trim.
- ii. Silicone sealant shall be used at laps to maintain leak prevention and to relieve stress due to thermal movement.
- iii. Provide 3"x4" downspouts with appropriate elbows and connector bands.

iv. Gutter shall be attached with screw fasteners and internal brackets of a maximum of 3' on center. Exposed nail heads are unacceptable.

15. Materials – Other:

- A. Closure Strips
 - i. Closed cell foam premolded to match configuration of panels.
- B. Sealant
 - i. Silicone sealant shall be used.

Execution

16. Examination:

- A. Verify that site conditions meet Manufacturer's requirements and design requirements for this region.
 - i. Verify that mechanical and electrical utilities are in correct position.

17. Erection – Framing – General:

- A. Erect framing in accordance with Manufacturer's established construction procedures.
- B. Make all components and building plumb, square, straight and true to lines.
- C. Provide adequate temporary bracing to assure structure remains plumb and square.
- D. Altering of structural members will not be permitted.

18. Erection Framing:

A. Columns

i. Position column over fastener on top of the concrete wall in accordance with the building manufactured recommendations.

B. Baseboards

i. Install 2"x8" treated plank, at grade, using Manufacturer recommended fasteners.

C. Wall Girts

- i. Install 2"x6" girts at centers called for on plan.
- ii. Install 2"x6" overhang nailer, if required, at the top.

D. Rafters

- i. Set rafters in place in the center member of the column using lifting methods as approved by the Manufacturer and use hangers as accessories as recommended by the manufacturer.
- ii. Brace rafters as recommended by Manufacturer.

E. Purlins

i. Install 2"x4" purlins at 24" on center and attach to rafters in accordance with rafter manufacturer recommendations.

F. Truss Ties

- i. Install 2"x4" truss ties at location recommended by Manufacturer.
- ii. Truss ties shall run from endwall to endwall.

G. Incidental Framing

i. Install 2"x4" or 2"x6" blocking as required according to building Manufacturers recommendations

19. Erection – Prefinished Metals, General:

- A. In accordance with Manufacturer's established construction procedures, install prefinished metal parts.
- B. All components made to be plumb, square, straight and true to lines.
- C. Care shall be taken when cutting prefinished materials to ensure cuttings do not remain on finished surface.
- D. Fasteners shall be properly installed. Do not under- or overdrive.
- E. Components shall be properly installed to assure freedom from rattles.

20. Erection – Prefinished Metals:

A. Roofing Panels.

- i. Panels shall be installed perpendicular to supports aligned straight with end fascias.
- ii. Panels shall be fastened to purlins with 1" EPDM washered #9 screw fasteners.

B. Siding Panels

i. Panels shall be installed perpendicular to supports aligned level and plumb. Attach to wall girts and purlins with 1" EPDM washered #9 screw fasteners.

C. Trim Items

i. Trim items shall be installed at the base, at any wainscot transition, corners, top of steel siding, fascias, gables and ridge using appropriate 1" screw fasteners.

D. Ridges

- i. Use screw fasteners to install applicable vent option.
- ii. Insure that the minimum Manufacturer's clear throat opening is maintained.

E. Gutters and Downspouts

- i. Gutters shall be installed with concealed gutter brackets, with screw fasteners 36" on center.
- ii. Silicone sealant and silicone rubber gaskets shall be used at laps to maintain leak prevention and to relieve stress due to thermal movement.

F. Strips

i. Closed cell foam filler strips shall be provided at the top and bottom of the roofing panels.

21. Tolerances/Quality Assurance:

A. Framing Members.

i. Shall follow and adhere to the NFBA document "Accepted Practices for Post-frame Construction Framing Tolerances."

B. Siding and Roofing

i. Shall be installed in their "True Position."

This work will be measured and paid for at the contract price for Lump Sum for **PRE-ENGINEERED POST FRAME BUILDING SYSTEMS**. No additional compensation will be provided for additional materials required, labor, or warranties listed herein.

E. Bollard

This work shall consist of installation of bollards at the locations shown on the plans complete in place.

This work will be paid for at the contract unit price per each for **BOLLARD** which price shall include but is not limited to all excavation, concrete base, cement filled steel post, paint, disposal of excess material and all material, equipment and labor necessary to complete this work.

F. Restoration

The Contractor shall restore all areas disturbed during construction of the improvements or as part of any of his or her activities to a condition equal to or better than the original condition.

This work shall include the stripping, stockpiling, and replacement of topsoil as specified on the plans. Topsoil shall be defined as friable clay loam surface soil found in a depth of not less than six inches. Satisfactory topsoil is free of subsoil, clay lumps, stones and other objects, and without weeds, roots and other objectionable material.

Topsoil stripping and stockpiling shall be completed as follows:

- 1. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.
 - a. Remove heavy growths of grass from areas before stripping.
 - b. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
- 2. Stockpile topsoil in temporary construction easement as directed by Engineer. Construct storage piles to provide free drainage of surface water. Cover storage piles, if required, to prevent wind erosion.
- 3. Topsoil stockpiles are to remain separated from excavated material stockpiles throughout construction.

Topsoil replacement shall be completed as follows:

- 1. Preparation of subsoil
 - a. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
 - b. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.

2. Placing topsoil

- a. Spread topsoil to the depth that existed prior to disturbance. Chisel plow to a depth of 18 inches and rake topsoil until smooth.
- b. Place topsoil during dry weather and on dry unfrozen sub-grade.
- c. Remove vegetable matter and foreign non-organic material from topsoil while spreading.
- d. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.

All ditches, parkways, and other grassed areas disturbed during construction shall be restored to their original shape, contour and condition. Seeding, including finish grade preparation of seedbed, fertilizer and planting shall be as set forth in Section 250 of the Standard Specifications. All disturbed areas must be covered with mulch hydraulically per method 3 as described in Section 251 of the Standard Specifications. The seeding mixture used shall be Class 1A (lawn mixture salt tolerant). Topsoil (six-inch (6") minimum thickness) shall be provided.

The Contractor shall be responsible for maintaining all restored areas until such a time as the City accepts these areas. This acceptance will be granted after the Contractor has both fulfilled the minimum required maintenance items and has established a stand of grass (where required) which meets the acceptance standards set forth in these Special Provisions.

Acceptance of seeded areas will be determined by inspection by the City and Engineer. In order for an area to be accepted, it shall conform the following:

- 1. Grass shall display a reasonably uniform distribution of grass plants
- 2. Grass shall display vigorous growth and be green and healthy in appearance.

Areas having bare spots larger than one (1) square foot will not be accepted. In this situation, the bare spots must be re-seeded in accordance with seeding and maintenance specifications.

The Contractor shall have a representative on the job at all time when work is being performed.

Additional areas damaged by machinery, construction equipment, Contractor negligence or over-excavation beyond the limits shown on the plans shall be repaired in accordance with this Special Provision, at the Contractor's expense.

Unless otherwise listed for payment separately, all work under the general heading **RESTORATION** will be paid for at the contract unit price per square yard for which price shall be payment in full for restoring the areas disturbed.

G. Water Required for Restoration

Water necessary for the restoration of the disturbed areas will be provided by the City free of charge. Water can be obtained at 610 Tower Lane.

H. <u>Erosion Control</u>

Erosion control measures shall be required as stated on the Plans or as deemed necessary by the Engineer and shall be in compliance with the most recent revisions to the Illinois Urban Manual. It should be noted that inlet protection is required at all open grate inlets tributary to disturbed areas and shall be periodically monitored for silt build up and should be emptied once the baskets are over half full.

All areas disturbed during construction shall be seeded as soon as possible after final grading. The Contractor will be responsible for cleaning the pavement, drainage structures, swales, storm sewers and culverts prior to final acceptance and at such times during construction as necessary to maintain drainage and protect adjacent property. All costs related to erosion control not paid for separately shall be incidental to the contract.

I. Non-Special, Non-Hazardous Soil Waste Disposal – Type 1

Any excess excavated material that does not meet the requirements for disposal at a CCDD facility and not needed for backfill or embankment shall be removed and disposed of at a permitted receiving facility (i.e. landfill) provided by the Contractor or other approved location. The cost of removal, transportation and disposal of the non-special, non-hazardous soil will be

paid for at the contract unit price per ton for **NONSPECIAL**, **NON-HAZARDOUS SOIL WASTE DISPOSAL** – **TYPE 1.** Documentation from the permitted receiving facility indicating date, time, weight, driver, truck number, etc. shall be provided to the Engineer as requirement for payment for this work item.

Based on the information provided in the LPC-663, it is not anticipated that any contaminated material will be encountered; however, if any material is rejected from the CCDD facility it shall be brought back to the site or other location as determined by the Engineer. At that time, the Engineer will determine the level of testing required for necessary disposal of **NON-SPECIAL**, **NON-HAZARDOUS SOIL WASTE DISPOSAL** – **TYPE 1**. All testing shall be paid for by the United City of Yorkville.

Any cost to the contractor for additional hauling, dumping, airing out soil, reloading, etc. shall be considered in the unit price per ton for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1.

J. Allowance

When additional work not indicated in the contract drawing is requested in writing by the Engineer during construction, this additional work shall be measured and paid for as described in Articles 104.02 and 109.04 of the Standard Specifications.

Payment for all additional work shall be made from the **ALLOWANCE - ITEMS ORDERED BY THE ENGINEER** pay item which shall be measured in units. A unit shall be valued at one dollar.

BID SHEET

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: Lite Construction, Inc

Our firm has not altered any of the wr		ment. Only those areas
requiring input by the respondent have been cl	nanged or completed.	
If it is the Contractor's intention to utilize a Contract, the City must be advised of the subc fax numbers, and a contact person's name at t	contractor's company name	
	YES	NO
Will you be utilizing a subcontractor?	X	_
If yes, have you included all required Information with your bid submittal?	<u> x</u>	
	OR	
NO BID – Keep our company on your Contractors List		
	Signature	
NO BID – Remove our company from	Date	
Your Contractors List	Signature	
	Date	

BID SHEET CONTINUED

(Revised 7-26-2019)

ITEM TOTAL DESCRIPTION		A STATE OF THE STATE OF	PRI	CING	
NO.	1 TERM DESCRIPTION 1	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	CONCRETE SLAB REMOVAL, 6"	SY	252	\$10.50	\$2646.0
2	HMA REMOVAL, 5"	SY	116	\$ 13.00	\$1508,00
3	PERIMETER EROSION BARRIER	LF	95	\$ 4.00	\$ 380.00
4	INLET PROTECTOR	EACH	- 1	\$ 300.00	\$300,00
5	AGGREGATE BASE COURSE, 4"	SY	303	\$ 12.00	
6	CAST-IN-PLACE CONCRETE	LS	1	\$ 44.901	\$14496
7	PRE-ENGINEERED POST FRAME BUILDING SYSTEM	LS	1	\$76,000,	\$ 76,000
8	BOLLARD	EACH	6	\$ 500.00	\$ 3000.00
9	RESTORATION, CA-6, 6"	SY	50	\$ 8.00	\$ 400.00
10	RESTORATION, HMA, SC, MIX "D", IL9.5, N50, 6" (2 LIFTS)	TON	14	\$ 321,00	\$4,494.
11	NON-SPECIAL, NON- HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1	TON	25	\$ 95.00	\$2,375.0
12	ALLOWANCE	UNIT	10,000	\$1.00	\$10,000
			T	OTAL BID	\$24970

Lite Construction, Inc - James E Campbel (Printed Name of Contractor)

Signature of Authorized Representative

Date

BID SHEET 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 Complied 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 Complied Statutes, and
- C. States that is 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.

Lite Construction, Inc	8/2/19		2/19	
Contractor's Firm Name Signed Name and Title		Date		
		James E Campbell President		
				711 S. Lake St.
Street Address	City	State	Zip	
630/896/7220	630/896/1304		/1304	
Phone Number	Fax Number			
timc@liteconstructio	n.com			
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 bidder 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.

dder's exceptions are:		

EQUIPMENT LIST

Name	Make	Model	Year	Use
CH	Excurrity	370	2000	Excavato
-				
-				
× *				

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.

Wicks Building Business Name	
1107 East South Bridge St	Yorkville, 1L, 60560
Address	City, State, Zip Code
630 553 6350	\$ 76,000.00
Telephone Number	Value of Work Subcontracted
Pole Building	
Nature of Work Subcontracted	
Nature of Work Subcontracted Subcontractor No. 2	
Nature of Work Subcontracted	
Subcontractor No. 2	City, State, Zip Code

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	
See Attached AIA 305	5
Business Name	
Address	City, State, Zip Code
Contact Person	Telephone Number
Dates of Service	
Reference No. 2	Highway Department
Business Name	J. 7. 7.
6780 Rt 47	Vakville II 40560
Address	/ City, State, Zip Code
Fran Klaas	630.553.7617
Contact Person	Telephone Number
10.1.2009	
Dates of Service	

Vorkville School	Mishirt
Business Name	
602 Center Parkux	Of State, Zip Code City, State, Zip Code
Address	City State, Zip Code
Bran DeBoH	630.878.1262
Contact Person	Telephone Number
2015, 16, 17418	?

If additional sheets are needed, please make copies.

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

CONTRACT

THIS CONTRACT	
Juited City of Yorkville, an	a Illinois municipal corporation hereinafter called the "Owner" and located at
nereinafter called the "Contr	TURNOU NO.
crematter canca the com	actor .
	WITNESSETH:
	ner has heretofore solicited Bid Proposals for all labor and materials ork specified in the Invitation To Bid the Construction of the Public ed;
	ner has found that the Contractor is the lowest responsible bidder for he Contractor this contract for said work.
NOW, THEREFOR	E , for and in consideration of their mutual promises and agreements, agree as follows:
services necessary to co accordance with the con Contractors – General Co and Plans, Bid Proposal, herein called the "Contra	o furnish all materials, supplies, tools, equipment, labor and other emmence and complete the Snow Removal Services proposal in additions and prices stated in the Invitation to Bid, Instructions to additions, Special Conditions, Insurance Requirements, Specifications and Detail Exception Sheet all of which are made a part hereof and act Documents". Contractor in the amounts, manner and at times as set forth in the
	REOF , the parties hereto have executed, or caused to be executed by s, this Contract as of the day and year first above written:
	OWNER: UNITED CITY OF YORKVILLE
	By:
Attest:	Mayor
ilicor.	CONTRACTOR:
City Clerk	By: Signature Sugar
Attast:	James E Campbell-Pobler Print Name and Title
A Com	



Construction of the Materials Storage Shed ITB – ADDENDUM #1 July 9, 2019

1. IMPORTANT INSTRUCTIONS TO BIDDERS

This addendum must be read, signed and dated by the bidder and included with the bid documents submitted by the bidder on or before the bid closing date and time. Failure to include this addendum with the bid documents may result in bid rejection.

Bidder will carefully note the inclusion of this addendum on the bid form.

- 2. ATTACHMENTS TO THIS ADDENDUM:
- 3. CHANGES:
- 4. ADDITIONS:
- 5. DELETIONS:
- 6. SCHEDULE:
 - An optional pre-bid meeting has been scheduled for July 15, 2019 at 2:00 pm at 610 Tower Lane, Yorkville.
- 7. CLARIFICATIONS:
 - a. Drawings of the building can be found on page 45 of the bid packet.
- 8. ACKNOWLEDGMENT

The Bidder acknowledges receipt of this Addendum and understands its content to the Bid Documents.

9. SIGNATURE AND DATE

- 21.12



Public Works Materials Storage Shed ITB – ADDENDUM #2 July 30, 2019

1. IMPORTANT INSTRUCTIONS TO BIDDERS

This addendum must be read, signed and dated by the bidder and included with the bid documents submitted by the bidder on or before the bid closing date and time. Failure to include this addendum with the bid documents may result in bid rejection.

Bidder will carefully note the inclusion of this addendum on the bid form.

2.	ATTACHMENTS	5 TO	THIS	ADDENDUM	

- a. Exhibit A: Clarifications
- b. Exhibit B: Revised Plans
- c. Exhibit C: Revised Bid Sheet
- 3. CHANGES:
- 4. ADDITIONS:
- 5. DELETIONS:
- 6. SCHEDULE:
- 7. CLARIFICATIONS:
- 8. ACKNOWLEDGMENT

The Bidder acknowledges receipt of this Addendum and understands its content to the Bid Documents.

9. SIGNATURE AND DATE

Delta 1. 19

Authorized Signature

Date

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address) Lite Construction, Inc. 711 S. Lake Street Montgomery, IL 60538

OWNER:

(Name, legal status and address) United City of Yorkville 800 Game Farm Road Torkville, IL 60560

SURETY:

(Name, legal status and principal place of business) Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183

BOND AMOUNT: Ten Percent of Accompanying Bid (10% of Bid)

PROJECT: Public Works Material Storage Shed

(Name, location or address, and Principal number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall Telled Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond sha construed as a statutory bond and not as a common law bond.

Signed and sealed this

2nd

August, 2019

(Surety)

Lite Construction, Inc

(Principal)

Attorney-in-Fact

(Seal)

(Seal)

(Title) David Kotula,

Acknowledgement of Corporate Surety

STATE OF ILLINOIS)) SS	
COUNTY OF WILL)	
On this 2nd day of Augus	st before me personally
appeared	to me known, who, being by me duly sworn,
did depose and say: that _he_ resides at _ Chic	cago, IL thathe is/ are the
Attorney-in-fact of Travelers Casualty and Surety	Company of America, the corporation
described in and which executed and annexed	instrument; thathe know(s) the corporate
seal of said corporation; that the seal affixed to	o said instrument is such corporate seal; that it
was so affixed by the order of the Board of Dire	ectors of said corporation; thathe signed
the same name(s) thereto by like order; and th	at the liabilities of said corporation do not
exceed its assets as ascertained in the manner	provided by law.
OFFICIAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL SE	Rotary Public in and for the Above County and State)
OFFICIAL SEAL BRANDIE CATLIN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/31/22	Visited and and its management
	My Commission Expires 03/31/22



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint DAVID KOTULA of CHICAGO

Illinois , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February,







State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Litreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filled in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd

day of August

2019







Kevin E. Hughes, Assistant Secretary



Contractor's Qualification Statement

PERSONAL PROPERTY OF THE PARTY	CONTRACT ENGINEE		
	The Undersigned c	ertifies under oath that the information provided he	rein is true and
	sufficiently comple	ete so as not to be misleading.	
	SUBMITTED TO:	United City of Yorkville	
		800 Games Farm Rd Yorkville IL 605	60
	ADDRESS:		
	SUBMITTED BY:	Lite Construction, Inc	
	NAME	Tim Campbell	
	et able at	2 A Sampbell	
	ADDRESS:	711 S. Lake St. Montgomery IL 60538	
	PRINCIPAL OFFICE		
			59
	[X] Corporation	4	
	[] Partnership		
	[] Individual		
Washing The	[] Joint Ventur	e ·	
	[] Other		
	SERVICE AND ADDRESS OF THE PARTY AND ADDRESS O	((fapplicable): - Public Works Material	Storago Sho
	NAME OF PROJEC	i (if applicable): - Fublic vvoiks ivialeriai	Storage She
	TYPE OF WORK (fi	le separate form for each Classification of Work):	
	[X] General Con	struction	
	HVAC		
	l Electrical		
	TOTAL TOTAL TOTAL		
	[]. Plumbing		
	[] Other (pleas	e specify)	
rescription of the	§ 1. ORGANIZATIO	N	
	§ 1.1 How many ye	ars has your organization been in business as a Co	ntractor? 28yrs
	S d 2 How mo	ars has your organization been in business under i	ts present business
STATES OF	name? 28vrs	Sampling John organization book in business under t	

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 1980

§ 1,3.2 State of incorporation: Illinois

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User Notes:

§ 1.2.1 Under what other or former names has your organization operated? N/A

§ 1.3.3 President's name: James E Campbell § 1.3.4 Vice-president's name(s) Tim Campbell

§ 1.3.5 Secretary's name: Tammi Campbell § 1.3.6 Treasurer's name: Tammi Campbell

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1/4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

indicate registration or license numbers, if applicable.

Fox Valley General Contractors Association

§ 22 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Concrete, Carpentry, Bricklayer

32 Claims and Suits. Alf the answer to any of the questions below is yes, please attach details.) § 3/2.4 Has your organization ever failed to complete any work awarded to it?

NO

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

NO

§ 3:2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) NO

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separate sheet, list major construction projects your organization has in progress, giving the name of lowner, architect, contract amount, percent complete and scheduled completion date.

See Attached

§ 3.4.1 State total worth of work in progress and under contract:

4 Million
355 On a separate specialist the major projects your organization has completed in the past five years, giving the time of project owner architect, contract amount, date of completion and percentage of the cost of the work informed with your own forces.

ginnual amount of construction work performed during the past five years:

9 Million

the construction experience and present commitments of the key individuals of your

grah Watson 630-420-3553 Call Sarah for info Second Jason Penman 630-466-4841 Call Jason for info

M. Name of bonding company:

mayelers casualty & Surety Company of America

215 Shuman Blvd Naperville IL 60563

Kotula Group

220 N. Green St. Chicago IL 60607

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet ndrincome statement showing the following items: See Attached

current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued ncome, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

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Current Liabilities (e.g., accounts payable, notes payable, accoued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Weber & Associates 630-897-4500

314N Lake Staurora IL 60506 § 55831s the attached financial slatement for the identical organization named on page one?

explain the relationship and financial responsibility of the organization whose financial emenuis provided (e.g., parent-subsidiary).

on whose financial statement is attached act as guarantor of the contract for constant

Aug. 2019

Lite Construction, Inc.

standsays that the information provided herein is true and sufficiently complete so ing duly swom depo orbernisleading.

ibed and swom before me this 2 day of Aug20 19

minission Expires:

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Official Seal

Brittani Hall Notary Public State of Illinois

Job Reference List

Name East Aurora High School Phase 6

Year Construction 4/2018-9/2018 Cost 2,487,881.00

Owner East Aurora CUSD #131
Location 417 Fifth St. Aurora IL 60505
Owner's Contact Ken Waltz - 630-299-5550

Architect Cordogan Clark Architects - Mark Spangler 630-746-7210

Name St. Charles Secure Bldg. Entrances

Year Construction 6/2018-9/2018 Cost 762,612.00

Owner Community unit School District 303
Location 201 S. 7th St. St. Charles IL 60174

Owner's Contact John Baird - 630-957-8434

Architect ATS&R - Mark Hayes - 612-599-8517

Name East Aurora HS Phase 2 & 5

Year Construction 10/2016-8/2017 Cost 8,532,417.00

Owner East Aurora CUSD #131
Location 417 Fifth St. Aurora IL 60505
Owner's Contact Ken Waltz - 630-299-5550

Architect Cordogan Clark Architects - Mark Spangler 630-746-7210

Name West Aurora Schools - Additions/Geo-Installation

Year Construction 1/2016-11/2016 Cost 7,875,862.00

Owner West Aurora School District 129
Location 1877 Downer Place Aurora IL 60506

Owner's Contact Pat Dacy 630-301-5022

Architect StudioGC Architect - Craig M. 847-952-3404

Name Will State's Attorney Phase 2

 Year Construction
 2/2016-10/2016

 Cost
 1,571,981.00

 Owner
 Will County

Location 158 N. Scott St. Joilet IL 60432 Owner's Contact Mike Miglorini 815-740-4715

Architect Andrew R Partak Architect 815-478-5604

Name Fox Metro Water Bldg. J & P-1

Year Construction 11/2015-5/2016 Cost 1,459,739.00

Owner Fox Metro Water Reclamation District

Location 682 Rt. 31 Oswego IL 60543

Owner's Contact Neal 630-892-4378

Architect Walter E Deuchler Assoc. Lee M. 630-897-4651

Name Naperville Science / Jefferson School Reno.

Year Construction 4/2015-8/2015 Cost 1,366,661.00

Owner Naperville CUSD 203 Location Naperville Illinois

Owner's Contact Steve Mathis 630-240-6300

Architect Wight & Company Jim Smiley 630-739-6977

Name West Chicago High School

Year Construction 3/2015-9/2015 Cost 1,912,900.00

Owner Community Unit School District 94

Location West Chicago

Owner's Contact Gordon Cole 630-876-6333

Architect DLA Architects William 847-742-4063

Name Yorkville High School Additions

Year Construction 7/2013-9/2015
Cost 9,700,800.00
Owner Yorkville CUSD 115
Location Yorkville Illinois

Owner's Contact Brian DeBolt 630-878-1262

Architect Concept 3 -Andrew 630-833-6090

Name Will County Recorders & Coroners Office Reno.

Year Construction 9/2014-12/2014 Cost 1,369,343.00

Owner Will County Recorders & Coroners Office Reno.

Location Joilet Illinois

Owner's Contact Mike Miglorioni 815-405-0395

Architect Cordogan Clark Assoc. Rick 630-896-4678

Name Oswego High School Additions

 Year Construction
 3/2012-8/2013

 Cost
 7,530,853.00

 Owner
 Oswego CUSD 308

 Location
 Oswego Illinois

Owner's Contact Pat Dacy 630-327-1814

Architect Kluber Inc Clayton 630-406-1213

Name Fred Rodgers Magnet Academy

Year Construction 10/2012-7/2013 Cost 2,436,824.00

Owner East Aurora School District 131

Location Aurora IL

Owner's Contact Marty Feltes 630-554-9683

Architect Cordogan Clark Chuck 630-896-4678

DEPARTMENT

Pat Quinn, Governor Rocco J. Claps, Director

> IDHR#: 95652-00 Date Bligible:

09/19/2014

Expires on: 09/19/2019

Tim Campbell Vice President Lite Construction Inc 711 South Lake Street Montgomery, IL 60538

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-I) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a now form each time you bld on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

- The IDHR Bidder Ellgibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
- An oligible bidder's registration remains in offect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
- An eligible bidder may rollinguish its eligibility by nothlying the Department in writing at the above address.
- 4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon disselution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the below address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (600) 662-3942 222 South College Street, Room 101, Springfield, IL62764, (217) 785-5100

Tim Campbell

Birth date:

Education:

1981-1985 Oliver Nazarene University BA 1978-1981 Plano High School

Employment:

1978-Present Lite Construction, Inc. Vice President – Project Manager Insure project is on Schedule & within budget

Work Experience and Accomplishments: 2016-2016 West Aurora Schools Cost \$7,875,862.00 Additions / Geo-Installations Type of Construction: Masonry, Bar Joist

2015-2015 West Chicago HS Cost \$ 1,912,900.0 Additions / Renovations Type of Construction: Masonry, Bar Joist

2013-2015 Yorkville HS Cost \$ 9,700,800.00 Additions / Renovations Type of Construction: Masonry, Bar Joist

2012-2013 Oswego HS Cost \$ 7,530,853.00 Additions / Renovations Type of Construction: Masonry, Bar Joist

2011-2011 Lockport HS Cost \$ 2,362,627.00 Additions / Renovations Type of Construction: Masonry,

Jason Heeg

Birth date:

Employment:

1989-Present Lite Construction, Inc.

Journeyman Carpenter – Superintendent – Union Member Local #916

Supervise work crews; coordinate subcontractors; blue print reading;

Coordinate ordering of materials; coordinate work crews; weekly progress

Meeting to insure project is on schedule and within budget

Work Experience and Accomplishments: 2016-2016 Fearn Elementary Cost \$1,627,000.00 Additions / Geo-Installations Type of Construction: Masonry, Bar Joist

2013-2015 Yorkville HS Cost \$ 9,700,800.00 Additions / Renovations Type of Construction: Masonry, Bar Joist

2012-2013 Oswego HS Cost \$ 7,530,853.00 Additions / Renovations Type of Construction: Masonry, Bar Joist

2008-2009 Lincoln Elementary Cost \$ 3,969,084.00 Additions / Renovations Type of Construction: Masonry,

2007-2008 Southbury Site Elementary Cost \$ 5,011,722.00 Additions / Renovations Type of Construction: Masonry

Jeff Futrell

Birth date:

Education:

1985-1989 Fox Valley Carpentry Apprenticeship Program 1981-1985 Somonauk Baptist School

Employment:

1991-Present Lite Construction, Inc.
Journeyman Carpenter — Superintendent — Union Member Local #916
Supervise work crews; coordinate subcontractors; blue print reading;
Coordinate ordering of materials; coordinate work crews; weekly progress
Meeting to insure project is on schedule and within budget

Work Experience and Accomplishments: 2016-2016 Jefferson Middle School Cost \$3,354,500.00 Additions / Geo-Installations Type of Construction: Masonry, Bar Joist

2015-2015 West Chicago HS Cost \$ 1,912,900.0 Additions / Renovations Type of Construction: Masonry, Bar Joist

2013-2013 Schafer Elementary Cost \$ 1,964,828.00 Additions / Renovations Type of Construction: Masonry

2011-2012 KenCom Basement Buildout Cost \$ 1,063,100.00 Addition / Renovations Type of Construction: Masonry

2011-2011 Lockport HS Cost \$ 2,362,627.00 Additions / Renovations Type of Construction: Masonry,





Risk Name: LITE CONSTRUCTION INC

Risk ID: 127167435

Rating Effective Date: 07/01/2018

Production Date: 02/22/2018

State: ILLINOIS

State	Wt Exp Ex Loss	1.77	ected ses	Exp Prim Losses	ActiExc.Los	ses Ballast	Act Inc Losse	s Act Prim Losses
(L	.10	84,372	106,213	21,	841	0 49,9	950	0 0
(A) (B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses		Exp Prim Osses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.10	84,372	106,2	13	21,841	0	49,950	0	0

	Primary Losses	Stabilizing	CONTROL OF BUILDING	Ratable Excess	Totals
ACCOUNT OF A STATE OF	(1)	C*(1-A)+G	(A)		(J)
Actual	0	125,8	85	0	125,885
	(E)	C * (1 - A) + G	(A)	* (C)	(K)
Expected	21,841	125,8	85	8,437	156,163
Proposition of the second	ARAP	FLARAP	SARAP	MAARAP	Exp:Mod
of purify southing contain	2 (0.23) 2 (2.24)	i version and a second			(J) / (K)
Factors	1.00				.81

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Risk Name: LITE CONSTRUCTION INC

Risk ID: 127167435

Rating Effective Date: 07/01/2017

Production Date: 02/15/2017

State: ILLINOIS

State	Wt	Exp Ex	5000 DOOR 1	Expecte	100	Exp Prim		Act Exc Loss	es	Ballast	Act Inc Losses	Act Prim Losses
u.	.11	Mark Town	104.559	131	,036	26	477	66,1	86	50,100	103,741	37,555
(A) (B) Wt	(C) Exp	Excess (D - E)	FIRST MARKET STATES	pected	NUMBER OF STREET	xp Prim	40 10 22) Act Exc sses (H - I)	((G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.11		104,559	Marie I de la la	131,036		26,477		66,186		50,100	100,553	34,367

130 7/1-	Primary Losses	Stabilizi	ng Value	Rat	table Excess	Totals
Actual	(1) 34,367	C * (1 - A) + G	,158	(A) * (F)	7,280	(J) 184,805
Expected	(E) 26,477	C*(1-A)+G	,158	(A) * (C)	11,501	(K) 181,136
all and	ARAP	FLARAP	SARAI	P	MAARAP	Exp Mod
Factors	1.00					(J) / (K) 1.02

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: LITE CONSTRUCTION INC

Risk ID: 127167435

Rating Effective Date: 07/01/2016

Production Date: 03/15/2016

State: ILLINOIS

Stato	Wi Exp E	ses. Losso		Committee of the Commit	os Ballast	Act Inc Losses	Act Prim Losses
ir	.11	124,694 15	2,925 . 28	231 68,1	86 52,3	103,741	35,555
(A) (B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G)!Ballast	(H) Actine Losses	(I) Act Prim
.11	124,694	152,925	28,231	68,186	52,350	100,553	32,367

建學學學	Primary Losses	Stabilizin	g Value	- Ratable Excess	Tötālš
Actual	(1) 32,367	C * (1 - A) + G 163,3		7,500	(J) 203,195
Expected	(E) 28,231	C*(1-A)+G 163,3		13,716	(K) 205,275
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00				(J) / (K) .99

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS
DOLLARS WHERE ERA IS APPLIED.
REVISED RATING TO INCLUDE UPDATED DATA FOR: IL, POL. #: AW2157170, EFF.: 07/01/2014

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Vendor Reference				
COMPANY & ADDRESS	! Phone & Fax	CONTACTS	Product Line	Line of Credit
Hall and One Services Inc	 P- 630-277-0675	Lenny	Plumbing	Open
P O Box 703 Hinckley II 60520			1124	
Malcor Roofing	 P-630/896/6479	Scott	Roofing	Open
1850 Dean St. St Charles II 60174	F-630/896/6597		1	
Lasswell Masonry Inc	P-815-286-8015	Kevin	Masonry	Open
430 Prairie View Ln Hinckley II 60520				
Menards	P-630/201/7879	Matt	Everything	Open
1800 Marketview Dr Yorkville II 60560	i e	*		
Volt Electric Inc	P-630-552-1600	Ken	 Electric	Open
9 S 500 Bushenli Rd Big Rock II 60511				
Built-Rite Construction	P-630-299-3374	 Ralph	Casework	Open
1001 Aucutt Rd. Montgomery II 60538		11		
The Flooring Guys of Illinois	P-630-844-8510	j Brian	 Flooring	i Open
700 B South Lake St Montgomery II 60538				

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ä

Job Reference List

Name East Aurora High School Phase 6

Year Construction 4/2018-9/2018 Cost 2,487,881.00

Owner East Aurora CUSD #131
Location 417 Fifth St. Aurora IL 60505
Owner's Contact Ken Waltz - 630-299-5550

Architect Cordogan Clark Architects - Mark Spangler 630-746-7210

Name St. Charles Secure Bldg. Entrances

Year Construction 6/2018-9/2018 Cost 762,612.00

Owner Community unit School District 303
Location 201 S. 7th St. St. Charles IL 60174
Owner's Contact John Baird - 630-957-8434

Architect ATS&R - Mark Hayes - 612-599-8517

Name East Aurora HS Phase 2 & 5

Year Construction 10/2016-8/2017 Cost 8,532,417.00

Owner East Aurora CUSD #131
Location 417 Fifth St. Aurora IL 60505
Owner's Contact Ken Waltz - 630-299-5550

Architect Cordogan Clark Architects - Mark Spangler 630-746-7210

Name West Aurora Schools - Additions/Geo-Installation

Year Construction 1/2016-11/2016 Cost 7,875,862.00

Owner West Aurora School District 129
Location 1877 Downer Place Aurora IL 60506

Owner's Contact Pat Dacy 630-301-5022

Architect StudioGC Architect - Craig M. 847-952-3404

Name Will State's Attorney Phase 2

 Year Construction
 2/2016-10/2016

 Cost
 1,571,981.00

 Owner
 Will County

Location 158 N. Scott St. Joilet IL 60432 Owner's Contact Mike Miglorini 815-740-4715

Architect Andrew R Partak Architect 815-478-5604

Name Fox Metro Water Bldg. J & P-1

Year Construction 11/2015-5/2016 Cost 1,459,739.00

Owner Fox Metro Water Reclamation District

Location 682 Rt. 31 Oswego IL 60543

Owner's Contact Neal 630-892-4378

Architect Walter E Deuchler Assoc. Lee M. 630-897-4651

Name

Naperville Science / Jefferson School Reno.

Year Construction

4/2015-8/2015

Cost

1,366,661.00

Owner

Naperville CUSD 203

Location

Naperville Illinois

Owner's Contact

Steve Mathis 630-240-6300

Architect

Wight & Company Jim Smiley 630-739-6977

Name

West Chicago High School

Year Construction

3/2015-9/2015 1,912,900.00

Cost

Community Unit School District 94

Owner Location

West Chicago

Owner's Contact

Gordon Cole 630-876-6333

Architect

DLA Architects William 847-742-4063

Name

Yorkville High School Additions

Year Construction

7/2013-9/2015

Cost

9,700,800.00

Owner

Yorkville CUSD 115

Location

Yorkville Illinois Brian DeBolt 630-878-1262

Owner's Contact Architect

Concept 3 - Andrew 630-833-6090

Name

Will County Recorders & Coroners Office Reno.

Year Construction

9/2014-12/2014

Cost

1,369,343.00

Owner

Will County Recorders & Coroners Office Reno.

Location

Joilet Illinois

Owner's Contact

Mike Miglorioni 815-405-0395

Architect

Cordogan Clark Assoc. Rick 630-896-4678

Name

Oswego High School Additions

Year Construction

3/2012-8/2013

Cost

7,530,853.00

Owner

Oswego CUSD 308

Location Owner's Contact Oswego Illinois Pat Dacy 630-327-1814

Architect

Kluber Inc Clayton 630-406-1213

Name

Fred Rodgers Magnet Academy

Year Construction

10/2012-7/2013 2,436,824.00

Cost Owner

East Aurora School District 131

Location

Aurora IL

Owner's Contact

Marty Feltes 630-554-9683

Architect

Cordogan Clark Chuck 630-896-4678

FINANCIAL STATEMENTS

with

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

for the years ended September 30, 2017 and 2016

Weber & Associates CPAs, LLC Certified Public Accountants

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Weber & Associates CPAs, LLC

Certified Public Accountants

Thomas A. Weber Michael Coakley Gabriela Fedmasu

> Suite 1B, 314 N. Lake St. Aurora, IL 60506 630 897-4500 Fax: 630-897-4951

Independent Accountants' Review Report

To the Board of Directors Lite Construction, Inc. Montgomery, Illinois

We have reviewed the accompanying financial statements of Lite Construction, Inc. (a corporation) which comprise the balance sheets as of September 30, 2017 and 2016, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in the accompanying schedules on pages 13 through 16 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

aches & association

Aurora, Illinois January 29, 2018

BALANCE SHEETS

September 30, 2017 and 2016

	2017		2016
Assets			
Current assets:			
Cash and cash equivalents	\$ 1,765,306	8	924,571
Certificates of deposit	463,556		578,191
Accounts receivable	604,700		1,265,486
Retention receivable	664,268		729,063
Credits due from vendors	1,586		18,113
Due from shareholder	87,673		-
Costs and estimated earnings in excess			
of billings on uncompleted contracts	519,498		890,979
Income tax refundable	203		1,965
Total current assets	4,106,790		4,408,368
Fixed assets:			
Land	5,472		5,472
Leasehold improvements	81,100		81,100
Equipment and vehicles	671,423		663,724
Total fixed assets	757,995		750,296
Less accumulated depreciation	(670,886)		(643,500)
Net fixed assets	87,109		106,796
Total assets	\$ 4,193,899	S	4,515,164
	-		

LITE CONSTRUCTION, INC. BALANCE SHEETS

September 30, 2017 and 2016

Accrued liabilities Billings in excess of costs and estimated earnings on uncompleted contracts	\$ 2,968,331 10,372	e	
Current liabilities: Accounts payable Accrued liabilities Billings in excess of costs and estimated earnings on uncompleted contracts		e	
Accounts payable Accrued liabilities Billings in excess of costs and estimated earnings on uncompleted contracts		e	
Accrued liabilities Billings in excess of costs and estimated earnings on uncompleted contracts		G.	
Billings in excess of costs and estimated earnings on uncompleted contracts	10,372	\$	3,258,437
earnings on uncompleted contracts			70,395
	10,194		12,783
Current portion of long-term debt	12,987		15,641
Accrued income taxes	61		
Total current liabilities	3,001,945		3,357,256
Long-term liabilities:			20.030
Noncurrent portion of long-term debt	39,046		50,250
Total liabilities	3,040,991		3,407,506
Stockholders' equity:			20.000
Capital stock (70,000 shares authorized, issued and outstanding)	70,000		70,000
Retained earnings	1,082,908		1,037,658
Total stockholders' equity	1,152,908		1,107,658
Total liabilities and stockholders' equity	\$ 4,193,899	S	4,515,164

STATEMENTS OF INCOME AND RETAINED EARNINGS for the years ended September 30, 2017 and 2016

	2017	2016
Contract revenues earned	\$ 11,795,998	\$ 17,100,090
Contract costs	11,162,919	16,420,746
Gross profit	633,079	679,344
General and administrative expenses	577,627	635,616
Net operating income	55,452	43,728
Other income:		
Interest income	1,621	9,059
Total other income	1,621	9,059
Income before income taxes	57,073	52,787
Provision for income taxes	11,823	10,692
Net income	45,250	42,095
Retained earnings- beginning of year	1,037,658	995,563
Retained earnings- end of year	\$ 1,082,908	\$ 1,037,658

STATEMENTS OF CASH FLOWS

for the years ended September 30, 2017 and 2016

		2017		2016
Cash flows from operating activities:				00.0026
Net income	S	45,250	\$	42,095
Adjustments to reconcile net income to net cash				
from operating activities:		227234		22 122
Depreciation		27,386		27,405
Changes in operating assets and liabilities:		A Control of the Control		222 222
Accounts receivable		660,786		703,508
Retention receivable		64,795		(102,813)
Credits due from vendors		16,527		1,169
Costs and estimated earnings in excess				L/3 x L/2 3 x 25 m
of billings on uncompleted contracts		371,481		(871,330)
Billings in excess of costs and estimated				No. of the Contraction
earnings on uncompleted contracts		(2,589)		(43,567)
Income tax refundable		1,823		1,692
Accounts payable		(290,106)		232,695
Accrued expenses		(60,023)	-	(23,708)
Net cash provided by (used in) operating activities		835,330		(32,854)
Cash flows from investing activities:				
Capital expenditures		(7,699)		(5,133)
Due to shareholder		(87,673)		1000
Certificates of deposit	_	114,635	_	11,158
Net cash provided by investing activities		19,263	_	6,025
Cash flows from financing activities:				200
Repayment of long-term debt		(13,858)	_	(16,474)
Net cash used in financing activities		(13,858)	-	(16,474)
Net change in cash and cash equivalents		840,735		(43,303)
Cash and cash equivalents, beginning of year		924,571	_	967,874
Cash and cash equivalents, end of year	\$	1,765,306	\$	924,571

NOTES TO FINANCIAL STATEMENTS

September 30, 2017 and 2016

DESCRIPTION OF BUSINESS

Lite Construction, Inc. (the Company), an Illinois Corporation, is engaged in the business of performing general construction contract work in the Chicago, Illinois Metropolitan area. A substantial portion of the revenue and contracts receivable reflected in the financial statements result from contracts in these market sectors. Revenues from construction contracts represent a substantial portion of the Company's total recognized revenue.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and Cost Recognition

Profits on contracts are recognized for financial reporting purposes on the basis of the Company's estimate of the percentage of completion of individual contracts. That portion of the total contract price is accrued which is allocable to the contract costs incurred to date when compared to the estimated total contract costs to be incurred. At the time a loss on a contract becomes known, the entire amount of the estimated loss is recognized.

Contract costs include subcontractor, direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation costs. General and administrative costs are charged to expense as incurred. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income and are recognized in the period in which revisions are determined.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Accounts receivable includes billings under contracts less billings collected on these contracts.

Cash and Cash Equivalents

Cash is defined as currency on hand, in demand deposits, and short-term highly liquid investments readily convertible to cash with a maturity of less than three months when acquired.

NOTES TO FINANCIAL STATEMENTS

September 30, 2017 and 2016

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable

Accounts receivable are presented at face value, net of the allowance for doubtful accounts. The allowance for doubtful accounts is established through provisions charged against income and is maintained at a level believed adequate by management to absorb estimated bad debts based on current economic conditions and consideration of each receivable balance. As of September 30, 2017, management has evaluated each receivable and considers all amounts to be fully collectible.

Fixed Assets

Fixed assets are recorded at cost. Depreciation is computed using straight-line and accelerated methods over the estimated useful lives of the assets. Depreciation expense was \$27,386 and \$27,405 for the years ended September 30, 2017 and 2016, respectively.

Advertising Expense

The Company expenses advertising costs as incurred. Advertising expense was \$795 and \$1,127 for the years ended September 30, 2017 and 2016, respectively.

3. COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Work in process at September 30, 2017 and 2016 consists of the following:

	\$	509,304	\$	878,196
Billings to date		(13,026,801)		1,847,011)
Estimated earnings	-	865,790 13,536,105	-	514,388
Costs incurred on uncompleted contracts	\$	2017 12,670,315	\$ 1	2016 2,210,819

Included in the accompanying balance sheets under the following captions:

2017		2016
\$ 519,498	\$	890,979
(10,194)		(12,783)
\$ 509,304	\$	878,196
\$	\$ 519,498 (10,194)	\$ 519,498 \$ (10,194)

NOTES TO FINANCIAL STATEMENTS

September 30, 2017 and 2016

4. CONTRACT INCOME

Contract income consists of the following for the years ended September 30:

		2017	<u>2016</u>
Open contracts	\$	13,536,105	\$ 12,725,207
Closed contracts		10,985,099	16,989,695
Less revenues reported in previous years		(12,725,206)	(12,614,812)
	S	11,795,998	\$ 17,100,090
	-		

CONCENTRATIONS OF CREDIT RISK.

The Company maintains cash and certificate of deposit balances at various financial institutions located in the communities surrounding Montgomery, Illinois. The Company's uninsured cash balances were \$546,982 and \$1,357,907 for the years ended September 30, 2017 and 2016, respectively.

Concentrations of credit risk with respect to construction contract receivables are limited due to the Company's customer base. Most of the Company's business activity is with customers located within the State of Illinois. The Company requires no collateral.

At September 30, 2017, receivables from four customers, each exceeding 10% of total receivables, accounted for 78% of total receivables. Sales during the year to two customers exceeded 10% of total sales and accounted for 69% of total contract revenue. The Company considers accounts receivable to be fully collectible at September 30, 2017.

At September 30, 2016, receivables from three customers, each exceeding 10% of total receivables, accounted for 77% of total receivables. Sales during the year to three customers exceeded 10% of total sales and accounted for 42% of total contract revenue.

LINES OF CREDIT

The Company has a line of credit with Old Second National Bank - North Aurora, Illinois which provides for borrowings up to \$400,000 with interest at the prime rate, and expires on April 28, 2018. The line of credit is secured by three certificates of deposit held at the bank.

The Company has a line of credit with First National Bank - Yorkville, Illinois which provides for borrowings up to \$250,000 with interest at the prime rate plus 0.50% with a floor of 4.75% (4.75% at September 30, 2017), and expires on October 19, 2018. The line of credit is secured by a certificate of deposit held at the bank.

LITE CONSTRUCTION, INC. NOTES TO FINANCIAL STATEMENTS

September 30, 2017 and 2016

6. LINES OF CREDIT (continued)

There were no borrowings under the lines of credit as of September 30, 2017 and 2016.

7. LONG-TERM DEBT

Long-term debt consists of the following as of September 30:

		2017		2016
Vehicle loan with monthly payments of \$352 including				
interest at 2.69% through February 2017	S	-	S	955
Vehicle loan with monthly payments of \$235 including				
interest at 5.79% through March 2019		4,175		6,677
Vehicle loan with monthly payments of \$481 including				
interest at 2.89% through February 2023		28,861		8
Vehicle loan with monthly payments of \$741 including				
interest at 3.99% through December 2020.				
Loan was refinanced during current year.		15		34,139
Vehicle loan with monthly payments of \$494 including				
interest at 3.69% through January 2021		18,997		24,120
-		52,033		65,891
Less current maturities		12,987		15,641
The state of the s	\$	39,046	\$	50,250

Scheduled principal repayments for the years ended September 30, are as follows:

	_	
	\$	52,033
Thereafter		2,307
2022		5,617
2021		7,903
2020		11,023
2019		12,196
2018	\$	12,987

NOTES TO FINANCIAL STATEMENTS

September 30, 2017 and 2016

8. EMPLOYEE BENEFIT PLAN

The Company's employees participate in a Simple 401(k) plan. The employer matches 3% of eligible employee's compensation. The amount contributed by the Company and charged to expense was \$25,756 and \$19,842 for the years ended September 30, 2017 and 2016, respectively.

INCOME TAXES

Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due. The Company has not reported deferred taxes for temporary timing differences and carryforwards and believes there are no material differences between the amounts reported on the financial statements and current income tax laws.

The provision for income taxes consists of the following:

		2017		2016
Current federal income tax	S	7,234	\$	6,557
Current state income tax		4,589		4,135
	S	11,823	S	10,692

The Company files income tax returns in the U.S. federal jurisdiction and the state of Illinois. The Company is no longer subject to U.S. federal or state income tax examinations by tax authorities for tax years before 2014.

The Company has adopted guidance issued by the Financial Accounting Standards Board (FASB) relating to uncertain tax positions. The Company's policy is to classify income tax related interest and penalties in interest expense and other expenses, respectively. The Company has analyzed tax positions taken and believes that income tax filing positions would be sustained upon examination and does not anticipate any adjustments that would have a material adverse affect on the Company's financial condition, results of operations or cash flows. Accordingly, there were no interest or penalties recognized for uncertain tax positions during the years ended September 30, 2017 and 2016, and there were no accruals for interest and penalties at September 30, 2017 or 2016.

10. RELATED PARTY TRANSACTIONS

Leases

The Company leases certain property from James and Linda Campbell under three operating leases each expiring on December 31, 2017 and requiring monthly rental amounts of \$1,000. James Campbell is the principal shareholder of Lite Construction, Inc.

LITE CONSTRUCTION, INC. NOTES TO FINANCIAL STATEMENTS September 30, 2017 and 2016

10. RELATED PARTY TRANSACTIONS (continued)

Related party rent expense for the years ended September 30, consists of the following:

		2017		2016
Land and building for storage	\$	10,000	\$	22,000
Land for storage		10,000		12,000
Office		10,000		12,000
	\$	30,000	S	46,000
	S	30,000	\$	

11. COLLECTIVE BARGAINING AGREEMENTS AND UNION PENSION PLAN

Substantially the entire labor force is subject to collective bargaining agreements which are renewed periodically. In connection with it's collective bargaining agreements with various unions, the Company participates with other companies in the unions' multi-employer pension plans. These plans cover all of the Company's employees who are members of such unions. Total contributions to the plans were \$488,110 and \$673,423 for the years ended September 30, 2017 and 2016, respectively.

12. SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash paid during the years ended September 30 for:		2017		2016
Income taxes	S	10,000	S	9,000
Interest	\$	6,680	S	3,599
Noncash investing and financing activities:				
Vehicle acquired through financing	\$		\$	67,226
Note payable paid with vehicle loan	\$	-	\$	29,850
Vehicle loan paid with note payable	\$	31,722	\$	-

13. SUBSEQUENT EVENTS

Management has evaluated subsequent events through January 29, 2018, the date the financial statements were available to be issued.



LITE CONSTRUCTION, INC. SCHEDULE OF CONTRACT COSTS

for the years ended September 30, 2017 and 2016

	2017	2016
Contract costs: Materials and supplies Subcontractors Direct labor Payroll taxes and union benefits Rent Repairs and maintenance Telephone Truck expenses Other indirect cost	\$ 1,024,496 7,697,290 788,602 564,397 30,000 8,915 25,886 147,870 875,463	\$ 4,175,506 9,425,978 1,039,713 769,296 46,000 3,442 31,327 160,791 768,693 \$ 16,420,746

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES for the years ended September 30, 2017 and 2016

	2017		2016
General and administrative expense:			
Advertising	\$ 795	\$	1,127
Contributions	2,757		3,764
Depreciation	27,386		27,405
Miscellaneous	42,216		38,944
Office expense	17,663		24,168
Payroll taxes	22,990		23,575
Plan simple retirement contribution	25,756		19,842
Professional fees	22,443		42,542
Insurance	112,863		133,197
Interest	6,680		3,599
Travel and entertainment	43,858		63,771
Utilities	3,704		4,129
Wages - office	45,716		46,753
Wages - officers	 202,800		202,800
	\$ 577,627	S	635,616

LITE CONSTRUCTION, INC. Job Cost Summary

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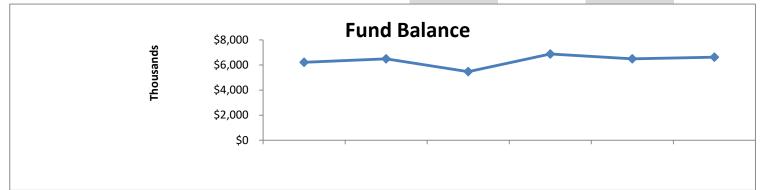
as of and for the year ended September 30, 2017

Project Open: Early Childhood EASD Phase 5 EASD Stadium Phase Naperville Softball Field Norridge Park VVF West Aurora Childhood Other open jobs	Adjusted Contract Amount (1)		Estimated		Estimated Gross Profit on Completion				Total Costs Incurred	Estimated Percentage	Gross Profit (Loss) on Contract		Total Revenues Earned		Billings to		Billings (Over) Under Costs and Profit Recognized				Estimated Cost to Complete		Contract Balance		
			_	Cost (2)		\$ (3)		_	to Date (4)	Completion (5)	to Date (6)		to Date (7)		Date (S)				(10)	(11)		(12)			
	5	1.211,724 5,117,000 3,548,203 551,132 2,082,556 161,998 670,000 572,812	\$	1,101,230 4,662,433 3,365,157 520,000 2,110,695 145,000 585,750 531,853	S	110,494 454,567 183,046 31,132 (28,139) 16,998 84,250 40,959	9.1% 8.0% 5.2% 5.6% -1.4% 10.5% 12.6% 7.2%	S	1,089,210 4,615,782 3,298,630 512,871 2,110,550 135,945 578,818 328,509	98,914 99,014 9814 98,604 100,014 93,814 61,874	S	109.288 450,019 179,427 30,705 (28,139) 15,937 83,253 25,300	S	1,198,498 5,065,801 3,478,057 543,576 2,082,411 151,882 662,071 353,809	S	1,032,034 5,050,357 3,381,263 543,654 2,077,556 161,998 580,350 199,589	S	(7S) (10,116)	\$ 166,464 15,444 96,794 4,855 81,721 154,220	S	12,020 46,651 66,527 7,129 145 9,055 6,932 203,344	s	179,66 66,6- 166,9- 7,4- 5,0 89,6 373,2		
	I	13,915,425		13,022,118	Ξ	893,307	6.4%	_	12,670,315	97.3%		865,790		13,536,105		13,026,801	S	(10,194)	5 519,498	<u>s</u>	351,803	S	3.223		
Closed: Cable Storage Shed EASD Little Theater Fearn Elementary Fox Metro P-1 P4 Hall Elementary Hope D Wall School Jefferson Middle School Liste HS Washington M.S. Will State's Attny P2 Other closed Jobs	s	218,024 361,573 1,627,000 256,372 999,137 345,678 3,288,592 259,375 1,514,167 1,571,982 543,289	\$	213,509 351,372 1,593,780 250,500 971,143 334,992 252,966 1,479,600 1,525,412 531,175	S	4,515 10,201 33,220 5,872 27,994 10,686 89,528 6,409 34,567 46,570 12,114	2.1% 2.8% 2.0% 2.3% 2.8% 3.1% 2.7% 2.5% 2.3% 3.0% 2.3% 2.3%		213,509 351,372 1,593,780 250,500 971,143 334,992 3,198,974 252,966 1,479,600 1,525,412 531,175	100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% 100.0%	S	4,515 10,201 33,220 5,872 27,994 10,686 89,528 6,400 34,567 46,570 12,114	5	218.024 361.573 1.627.000 256.372 999.137 345.678 3.288.502 259.275 1.514.167 1.571.982 543.289	S	218,024 361,573 1,627,000 256,372 999,137 345,678 3,288,502 259,375 1,514,167 1,571,982 543,289									
	-	10,985,099	-	10,703.423	_	281,676	2.6%		10,703,423	100.0%	_	281,676	_	10,985,099	-	24,011,900									
	2	24.900,524	5		_	1,174,983	4,7%		23,373,738	98,5%		514,387		24,521,204		24,011,900									
	A	mounts recogni	zed if	previous year	3			5	11,162,919	-	5	633,079	5	11.795.998											

GENERAL FUND (01)

The General Fund is the City's primary operating fund. It accounts for major tax revenue used to support administrative and public safety functions.

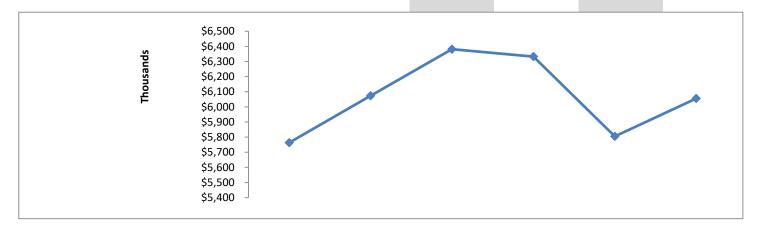
	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted Budget	Unaudited FY 2019 Actual	FY 2020 Adopted Budget	FY 2020 Amended Budget
	7 Ictuar	Hetuai	Duaget	7 ictuar	Duaget	Buaget
Revenue						
Taxes	10,736,464	10,962,693	11,014,213	11,232,397	11,388,715	11,388,715
Intergovernmental	2,235,395	2,296,435	2,512,487	2,725,393	2,703,232	2,703,232
Licenses & Permits	315,862	364,499	336,000	552,416	413,500	413,500
Fines & Forfeits	140,250	123,617	130,400	100,726	125,400	125,400
Charges for Service	1,465,678	1,508,994	1,535,112	1,598,662	1,616,211	1,616,211
Investment Earnings	21,197	49,018	20,000	90,321	80,000	80,000
Reimbursements	66,449	85,579	55,000	66,824	75,000	75,000
Miscellaneous	19,848	19,243	21,750	25,667	20,000	20,000
Other Financing Sources	9,645	92,125	18,000	29,917	47,180	47,180
Total Revenue	15,010,788	15,502,203	15,642,962	16,422,323	16,469,238	16,469,238
Expenditures						
Salaries	4,212,964	4,522,164	4,901,639	4,726,744	5,206,755	5,206,755
Benefits	2,635,062	2,905,833	3,056,457	2,901,328	3,273,617	3,273,617
Contractual Services	4,793,382	4,765,498	5,046,691	5,025,825	5,193,468	5,193,468
Supplies	197,932	246,655	346,098	344,700	464,998	464,998
Other Financing Uses	2,649,065	2,779,764	3,044,911	3,040,283	2,330,400	2,580,400
Total Expenditures	14,488,405	15,219,914	16,395,796	16,038,880	16,469,238	16,719,238
Surplus (Deficit)	522,383	282,289	(752,834)	383,443	-	(250,000)
Ending Fund Balance	6,214,089	6,496,373	5,468,778	6,879,816	6,496,572	6,629,816
	42.9%	42.7%	33.4%	42.9%	39.4%	39.7%



ADMINISTRATIVE SERVICES DEPARTMENT

The Administrative Services Department accounts for General Fund expenditures that are shared by all departments and cannot be easily classified in one department.

	FY 2017	FY 2018	FY 2019 Adopted	<u>Unaudited</u> FY 2019	FY 2020 Adopted	FY 2020 Amended
	Actual	Actual	Budget	Actual	Budget	Budget
Expenditures						
Salaries	800	17,640	500	-	500	500
Benefits	331,679	334,909	375,608	335,729	379,699	379,699
Contractual Services	2,770,751	2,925,753	2,945,232	2,953,274	3,079,351	3,079,351
Supplies	11,106	14,929	15,000	2,809	15,000	15,000
Other Financing Uses	2,649,065	2,779,764	3,044,911	3,040,283	2,330,400	2,580,400
Total Administrative Services Department	5,763,401	6,072,995	6,381,251	6,332,095	5,804,950	6,054,950



United City of Yorkville General Fund

			General I c	III G				
640								
ADMINISTRATIV	E SERVIC	CES DEPARTMENT	EN 2015	ET 2010	FY 2019	<u>Unaudited</u>	FY 2020	FY 2020
Account	Descri	iption	FY 2017 Actual	FY 2018 Actual	Adopted Budget	FY 2019 Actual	Adopted Budget	Amended Budget
Salaries								
01-640-50-00-5016	SALA	RIES - SPECIAL CENSUS	-	16,740	-	-	-	-
01-640-50-00-5092	POLIC	CE SPECIAL DETAIL WAGES	800	900	500	-	500	500
	Total:	Salaries	\$800	\$17,640	\$500	\$0	\$500	\$500
Benefits								
01-640-52-00-5214	FICA (CONTRIBUTION-SPECIAL CENSUS	-	1,281	_	-	_	_
01-640-52-00-5230	UNEM	MPLOYMENT INSURANCE	11,298	6,402	20,000	16,317	15,000	15,000
01-640-52-00-5231	LIABI	LITY INSURANCE	286,792	294,582	313,712	298,408	316,374	316,374
01-640-52-00-5240	RETIR	REES - GROUP HEALTH INSURANCE	33,255	31,857	41,367	20,877	47,796	47,796
01-640-52-00-5241	RETIR	REES - DENTAL INSURANCE	260	554	449	86	449	449
01-640-52-00-5242	RETIR	REES - VISION INSURANCE	74	233	80	41	80	80
	Total:	Benefits	\$331,679	\$334,909	\$375,608	\$335,729	\$379,699	\$379,699
G 1G .								
Ontractual Services 01-640-54-00-5418		HASING SERVICES	5,187	54,535	53,419	42,953	50,465	50,465
01-640-54-00-5423		ADMINISTRATION FEE	-	51,945	57,357	45,372	44,689	44,689
01-640-54-00-5427		DUSING RENTAL ASSISTANCE	_	1,034	12,000	6,555	7,800	7,800
01-640-54-00-5428		TY TAX REBATE	_	14,375	14,375	3,305	14,375	14,375
01-640-54-00-5432			_	1,072	50,000	53,471	57,425	57,425
01-640-54-00-5439		SEMENT TAX REBATE	61,613	47,723	60,000	44,548	60,000	60,000
01-640-54-00-5449	KENC		74,842	119,698	110,958	106,287	126,109	126,109
01-640-54-00-5450	INFOF	RMATION TECHNOLOGY SERVICES	117,691	203,809	136,000	203,631	225,000	225,000
01-640-54-00-5456	CORP	ORATE COUNSEL	102,825	99,701	110,000	134,248	115,000	115,000
01-640-54-00-5461	LITIG	ATION COUNSEL	211,454	188,411	120,000	78,469	120,000	120,000
01-640-54-00-5462	PROF	ESSIONAL SERVICES	-	-	-	21,042	27,000	27,000
01-640-54-00-5463	SPECI	IAL COUNSEL	4,815	9,511	20,000	55,901	25,000	25,000
01-640-54-00-5465	ENGI	NEERING SERVICES	350,899	379,663	390,000	385,933	390,000	390,000
01-640-54-00-5473	KEND	OALL AREA TRANSIT	23,550	23,550	25,000	23,550	25,000	25,000
01-640-54-00-5475	CABL	E CONSORTIUM FEE	92,765	96,010	92,000	101,403	96,000	96,000
01-640-54-00-5478	SPECI	IAL CENSUS	108,093	3,349	-	-	-	-
01-640-54-00-5481	HOTE	EL TAX REBATE	65,166	71,642	72,000	69,807	72,000	72,000
01-640-54-00-5486	ECON	IOMIC DEVELOPMENT	160,359	145,989	145,000	161,950	146,000	146,000
01-640-54-00-5491	CITY	PROPERTY TAX REBATE	1,286	1,233	1,500	1,233	1,500	1,500
01-640-54-00-5492	SALES	S TAX REBATE	879,408	879,122	928,303	862,920	912,900	912,900
01-640-54-00-5493	BUSIN	NESS DISTRICT REBATE	387,157	401,611	425,320	402,177	421,088	421,088
01-640-54-00-5494	ADMI	SSIONS TAX REBATE	122,007	130,766	120,000	148,133	140,000	140,000
01-640-54-00-5499	BAD I	DEBT	1,634	1,004	2,000	386	2,000	2,000
	Total:	Contractual Services	\$2,770,751	\$2,925,753	\$2,945,232	\$2,953,274	\$3,079,351	\$3,079,351
Supplies								
01-640-56-00-5625	REIM	BURSABLE REPAIRS	11,106	14,929	15,000	2,809	15,000	15,000
	Total:	Supplies	\$11,106	\$14,929	\$15,000	\$2,809	\$15,000	\$15,000
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United City of Yorkville General Fund

640							
ADMINISTRATIVE S	SERVICES DEPARTMENT			FY 2019	<u>Unaudited</u>	FY 2020	FY 2020
Account	Description	FY 2017 Actual	FY 2018 Actual	Adopted Budget	FY 2019 Actual	Adopted Budget	Amended Budget
Other Financing Uses							
01-640-99-00-9915	TRANSFER TO MOTOR FUEL TAX	33,750	268	-	-	-	-
01-640-99-00-9923	TRANSFER TO CITY-WIDE CAPITAL	71,602	-	569,725	569,725	-	250,000
01-640-99-00-9942	TRANSFER TO DEBT SERVICE	266,979	309,972	318,725	315,781	319,379	319,379
01-640-99-00-9952	TRANSFER TO SEWER	1,134,052	1,137,166	856,583	856,583	575,030	575,030
01-640-99-00-9979	TRANSFER TO PARK & RECREATION	1,118,638	1,308,583	1,274,699	1,274,699	1,410,988	1,410,988
01-640-99-00-9982	TRANSFER TO LIBRARY OPERATIONS	24,044	23,775	25,179	23,495	25,003	25,003
	Total: Other Financing Uses	\$2,649,065	\$2,779,764	\$3,044,911	\$3,040,283	\$2,330,400	\$2,580,400
	Total: ADMINISTRATIVE SERVICES	<u>\$5,763,401</u>	<u>\$6,072,995</u>	<u>\$6,381,251</u>	<u>\$6,332,095</u>	\$5,804,950	<u>\$6,054,950</u>

CITY-WIDE CAPITAL FUND (23)

The City-Wide Capital Fund is used to maintain existing and construct new public infrastructure, and to fund other improvements that benefit the public.

1						
	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted Budget	<u>Unaudited</u> FY 2019 Actual	FY 2020 Adopted Budget	FY 2020 Amended Budget
Revenue						
Intergovernmental	534,354	206,028	-	32,878	-	-
Licenses & Permits	196,003	448,616	91,500	300,743	152,180	152,180
Charges for Service	718,872	731,535	730,000	752,262	746,500	746,500
Investment Earnings	3,703	21,033	1,000	34,012	7,500	7,500
Reimbursements	199,851	373,768	1,109,077	1,169,174	3,013,849	3,013,849
Miscellaneous	-	-	2,000	-	2,000	2,000
Other Financing Sources	73,502	1,018,308	569,725	569,725	· -	250,000
Total Revenue	1,726,285	2,799,288	2,503,302	2,858,794	3,922,029	4,172,029
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Expenditures						
Contractual Services	116,729	340,339	228,675	155,621	391,795	391,795
Supplies	27,847	17,997	25,000	36,642	25,000	25,000
Capital Outlay	2,816,305	2,846,631	2,197,774	1,923,491	3,657,339	3,907,339
Debt Service	404,138	403,588	407,563	407,563	322,188	322,188
Other Financing Uses	9,645	157,366	82,866	94,947	152,086	152,086
Total Expenditures	3,374,664	3,765,921	2,941,878	2,618,264	4,548,408	4,798,408
Surplus (Deficit)	(1,648,379)	(966,633)	(438,576)	240,530	(626,379)	(626,379
Ending Fund Balance	1,355,530	388,897	(30,817)	629,427	(71,657)	3,048
	40.2%	10.3%	-1.0%	24.0%	-1.6%	0.1%
rhousands	\$1,500 \$1,000 \$500					



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	TO A T. TOTAL	D DEVENTE			EV 2010	I I 3:4 3	EW 2020	EW 2020
CITY-WIDE CAPI	TAL FUN	DREVENUE	FY 2017	FY 2018	FY 2019 Adopted	Unaudited FY 2019	FY 2020 Adopted	FY 2020 Amended
Account	Descri	iption	Actual	Actual	Budget	Actual	Budget	Budget
Intergovernmental								
23-000-41-00-4161	FEDE	RAL GRANTS - ITEP DOWNTOWN	31,109	540	-	-	-	-
23-000-41-00-4169	FEDE	RAL GRANTS - MILL STREET LAFO	24,606	(1,306)	-	-	-	-
23-000-41-00-4178	FEDE	RAL GRANTS - ITEP KENNEDY RD TRAIL	2,475	223,344	-	-	-	-
23-000-41-00-4188	STAT	E GRANTS - EDP WRIGLEY (RTE 47)	476,164	(16,550)	-	32,878	-	-
	Total:	Intergovernmental	\$534,354	\$206,028	\$0	\$32,878	\$0	\$0
Licenses & Permits								
23-000-42-00-4210	BUILI	DING PERMITS	35,365	139,758	-	1,499	-	-
23-000-42-00-4214	DEVE	ELOPMENT FEES - CW CAPITAL	1,085	6,929	3,500	5,512	5,000	5,000
23-000-42-00-4216	BUILI	D PROGRAM PERMITS	61,908	95,804	-	1,815	-	-
23-000-42-00-4218	DEVE	ELOPMENT FEES - MUNI BLDG	9,645	92,125	18,000	29,917	47,180	47,180
23-000-42-00-4222	ROAL	O CONTRIBUTION FEES	88,000	114,000	70,000	262,000	100,000	100,000
	Total:	Licenses & Permits	\$196,003	\$448,616	\$91,500	\$300,743	\$152,180	\$152,180
Charges for Service								
23-000-44-00-4440	ROAI	O INFRASTRUCTURE FEE	718,872	731,535	730,000	752,262	746,500	746,500
	Total:	Charges for Service	\$718,872	\$731,535	\$730,000	\$752,262	\$746,500	\$746,500
		ominges for service	ψ.10,0. 2	4702,000	φ.εο,σσσ	ψ.υ Ξ, ΞυΞ	φ. 10,200	Ψ. 10,000
Investment Earnings		STMENT EARNINGS	2.702	10.271	1.000	24.012	7.500	7.500
23-000-45-00-4500			3,703	10,271	1,000	34,012	7,500	7,500
23-000-45-00-4550		ON INVESTMENT	-	10,762	-	-	- -	-
	Total:	Investment Earnings	\$3,703	\$21,033	\$1,000	\$34,012	\$7,500	\$7,500
Reimbursements								
23-000-46-00-4607		B - BLACKBERRY WOODS	131,574	7,797	7,549	4,125	7,549	7,549
23-000-46-00-4608	REIM	B - KENNEDY RD IMPROVEMENTS	-	160,000	-	-	-	-
23-000-46-00-4612		B - MILL ROAD IMPROVEMENTS	-	-	-	195,781	2,926,300	2,926,300
23-000-46-00-4621		B - FOUNTAIN VILLAGE	-	19,346	256,528	99,284	-	-
23-000-46-00-4622		B - WHISPERING MEADOWS	-	2,762	800,000	797,238	-	-
23-000-46-00-4630		B - STAGECOACH CROSSING	63,404	-	-	-	-	-
23-000-46-00-4660		B - PUSH FOR THE PATH	1,413	182,033	29,000	-	-	-
23-000-46-00-4690	REIM	B - MISCELLANEOUS	3,460	1,830	16,000	72,746	80,000	80,000
	Total:	Reimbursements	\$199,851	\$373,768	\$1,109,077	\$1,169,174	\$3,013,849	\$3,013,849
Miscellaneous								
23-000-48-00-4845	DONA	ATIONS	-	-	2,000	-	2,000	2,000
	Total:	Miscellaneous	\$0	\$0	\$2,000	\$0	\$2,000	\$2,000
Other Financing Sou	rces							
23-000-49-00-4910	SALE	OF CAPITAL ASSETS	1,900	-	-	-	-	-
23-000-49-00-4923	TRAN	NSFER FROM GENERAL	71,602	-	569,725	569,725	-	250,000
23-000-49-00-4951	TRAN	ISFER FROM WATER	-	1,018,308	-	-	-	-
	Total:	Other Financing Sources	\$73,502	\$1,018,308	\$569,725	\$569,725	\$0	\$250,000
	Total	: CITY-WIDE CAPITAL REVENUE	<u>\$1,726,285</u>	<u>\$2,799,288</u>	\$2,503,302	<u>\$2,858,794</u>	<u>\$3,922,029</u>	<u>\$4,172,029</u>

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CITY-WIDE BUIL	DING & GROUNDS EXPENDITURES			FY 2019	<u>Unaudited</u>	FY 2020	FY 2020
Account	Description	FY 2017 Actual	FY 2018 Actual	Adopted Budget	FY 2019 Actual	Adopted Budget	Amended Budget
Contractual Services							
23-216-54-00-5405	BUILD PROGRAM	4,850	9,956	-	-	-	-
23-216-54-00-5446	PROPERTY & BLDG MAINT SERVICES	43,755	193,257	150,000	71,157	225,000	225,000
23-216-54-00-5482	STREET LIGHTING	=	-	-	-	102,820	102,820
23-216-56-00-5626	HANGING BASKETS	=	-	2,000	1,496	2,000	2,000
23-216-56-00-5619	SIGNS	-	-	-	-	15,000	15,000
	Total: Contractual Services	\$48,605	\$203,213	\$152,000	\$72,653	\$344,820	\$344,820
Supplies							
23-216-56-00-5656	PROPERTY & BLDG MAINT SUPPLIES	27,847	17,997	25,000	36,642	25,000	25,000
	Total: Supplies	\$27,847	\$17,997	\$25,000	\$36,642	\$25,000	\$25,000
Capital Outlay							
23-216-60-00-6003	MATERIALS STORAGE BUILDING	-	-	-	-	-	250,000
23-216-60-00-6013	BEECHER CENTER	=	-	319,725	320,386	-	-
23-216-60-00-6020	BUILDINGS & STRUCTURES	-	-	40,000	-	41,250	41,250
	Total: Capital Outlay	\$0	\$0	\$359,725	\$320,386	\$41,250	\$291,250
Other Financing U	ses						
23-216-99-00-9901	TRANSFER TO GENERAL	9,645	92,125	18,000	29,917	47,180	47,180
	Total: Other Financing Uses	\$9,645	\$92,125	\$18,000	\$29,917	\$47,180	\$47,180
	Total: CW B&G EXPENDITURES	<u>\$86,097</u>	<u>\$313,335</u>	<u>\$554,725</u>	<u>\$459,598</u>	<u>\$458,250</u>	<u>\$708,250</u>

000		City	-wide Capit	lai i uiiu				
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CITY-WIDE CAPI	TAL EXP	ENDITURES	FY 2017	FY 2018	FY 2019	<u>Unaudited</u> FY 2019	FY 2020	FY 2020 Amended
Account	Descri	iption	Actual	Actual	Adopted Budget	Actual	Adopted Budget	Budget
Contractual Services								
23-230-54-00-5405	BUILI	D PROGRAM	57,058	85,848	-	1,815	-	-
23-230-54-00-5462	PROF	ESSIONAL SERVICES	8,649	5,318	5,000	2,360	5,000	5,000
23-230-54-00-5465	ENGI	NEERING SERVICES	=	35,063	65,000	58,195	-	-
23-230-54-00-5497	PROP	ERTY TAX PAYMENT	-	8,054	-	1,239	-	-
23-230-54-00-5498	PAYII	NG AGENT FEES	475	475	475	475	475	475
23-230-54-00-5499	BAD I	DEBT	1,136	1,420	1,200	685	1,500	1,500
23-20-56-00-5632	ASPH	ALT PATCHING	-	-	-	-	35,000	35,000
23-230-56-00-5637	SIDEV	WALK CONSTRUCTIONS SUPPLIES	806	948	5,000	18,199	5,000	5,000
	Total:	Contractual Services	\$68,124	\$137,126	\$76,675	\$82,968	\$46,975	\$46,975
Capital Outlay								
23-230-60-00-6009	WRIG	SLEY (RTE 47) EXPANSION	454,548	-	-	32,878	-	=
23-230-60-00-6011	PROP	PERTY ACQUISITION	160,877	-	-	-	-	=
23-230-60-00-6012	MILL	ROAD IMPROVEMENTS	-	-	-	195,781	3,105,000	3,105,000
23-230-60-00-6014	BLAC	KBERRY WOODS	131,574	7,797	7,549	4,125	7,549	7,549
23-230-60-00-6016	US 34	(CENTER/ELDAMIAN RD) PROJECT	-	19,500	110,226	127,534	110,226	110,226
23-230-60-00-6017	STAG	ECOACH CROSSING	63,304	-	-	-	-	-
23-230-60-00-6019	BRIST	ΓOL BAY ACCESS ROAD	-	40,754	-	-	-	-
23-230-60-00-6021	PAVIL	LION ROAD STREAMBANK STABILIZATION	-	-	110,000	260	137,500	137,500
23-230-60-00-6023	FOUN	TAIN VILLAGE SUBDIVISION	-	19,346	256,528	99,284	-	-
23-230-60-00-6025	ROAL	O TO BETTER ROADS PROGRAM	695,767	761,759	100,000	69,633	80,000	80,000
23-230-60-00-6034	WHIS	PERING MEADOWS SUBDIVISION	-	2,762	1,070,000	974,071	22,500	22,500
23-230-60-00-6048	DOW	NTOWN STREETSCAPE IMPROVEMENT	39,088	675	-	-	-	-
23-230-60-00-6058	RT 71	(IL 47/ORCHARD RD) PROJECT	=	-	30,333	8,351	30,333	30,333
23-230-60-00-6059	US 34	(IL 47/ORCHARD RD) PROJECT	16,497	78,682	98,413	84,854	90,981	90,981
23-230-60-00-6073	GAMI	E FARM ROAD PROJECT	13,364	328,913	-	-	-	-
23-230-60-00-6082	COUN	NTRYSIDE PKY IMPROVEMENTS	1,211,639	561,550	-	-	-	-
23-230-60-00-6084	CENT	TER & COUNTRYSIDE IMPROVEMENTS	-	227,760	-	-	-	-
23-230-60-00-6086	KENN	NEDY ROAD IMPROVEMENTS	25,753	391,763	10,000	404	-	-
23-230-60-00-6094	KENN	NEDY ROAD BIKE TRAIL	3,894	405,370	45,000	5,930	32,000	32,000
	Total:	Capital Outlay	\$2,816,305	\$2,846,631	\$1,838,049	\$1,603,105	\$3,616,089	\$3,616,089
Debt Service - 2014	A Bond							
23-230-78-00-8000	PRING	CIPAL PAYMENT	185,000	190,000	190,000	190,000	195,000	195,000
23-230-78-00-8050	INTE	REST PAYMENT	144,138	138,588	132,888	132,888	127,188	127,188
	Total:	Debt Service - 2014A Bond	\$329,138	\$328,588	\$322,888	\$322,888	\$322,188	\$322,188
Kendall County Lo	an - River	Road Bridge						
23-230-97-00-8000		CIPAL PAYMENT	75,000	75,000	84,675	84,675	-	-
	Total:	Kendall Co Loan - River Rd Bridge	\$75,000	\$75,000	\$84,675	\$84,675	\$0	\$0
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CITY-WIDE CAPI	TAL EXPI	ENDITURES			FY 2019	Unaudited	FY 2020	FY 2020
			FY 2017	FY 2018	Adopted	FY 2019	Adopted	Amended
Account	Descri	ption	Actual	Actual	Budget	Actual	Budget	Budget
Other Financing Us	ses							
23-230-99-00-9951	TRAN	SFER TO WATER	-	65,241	64,866	65,030	104,906	104,906
	Total:	Other Financing Uses	\$0	\$65,241	\$64,866	\$65,030	\$104,906	\$104,906
	Total	: CITY-WIDE CAP EXPENDITURES	<u>\$3,288,567</u>	<u>\$3,452,586</u>	\$2,387,153	<u>\$2,158,666</u>	\$4,090,158	<u>\$4,090,158</u>



Reviewe	ed By

Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	
Public Works	
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Agenda Item Number

Public Works Committee #8

Tracking Number

PW 2019-60

Agenda Item Summary Memo

Title: Mill Road Land	Acquisition – Plats of Dedication						
Meeting and Date: City Council – August 27, 2019							
Synopsis: Considerati	on of Acceptance						
Council Action Previo	usly Taken:						
Date of Action: PW 08	-20-19 Action Taken: Move	ed forward to City Council agenda.					
Item Number: PW 20	19-60						
Type of Vote Require	d: Majority						
Council Action Reque	sted: Consideration of Acceptance						
Submitted by:		Engineering					
	Name	Department					
Agenda Item Notes:							



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Kathy Field-Orr, City Attorney Lisa Pickering, Deputy City Clerk

Date: August 14, 2019

Subject: Mill Road Land Acquisition

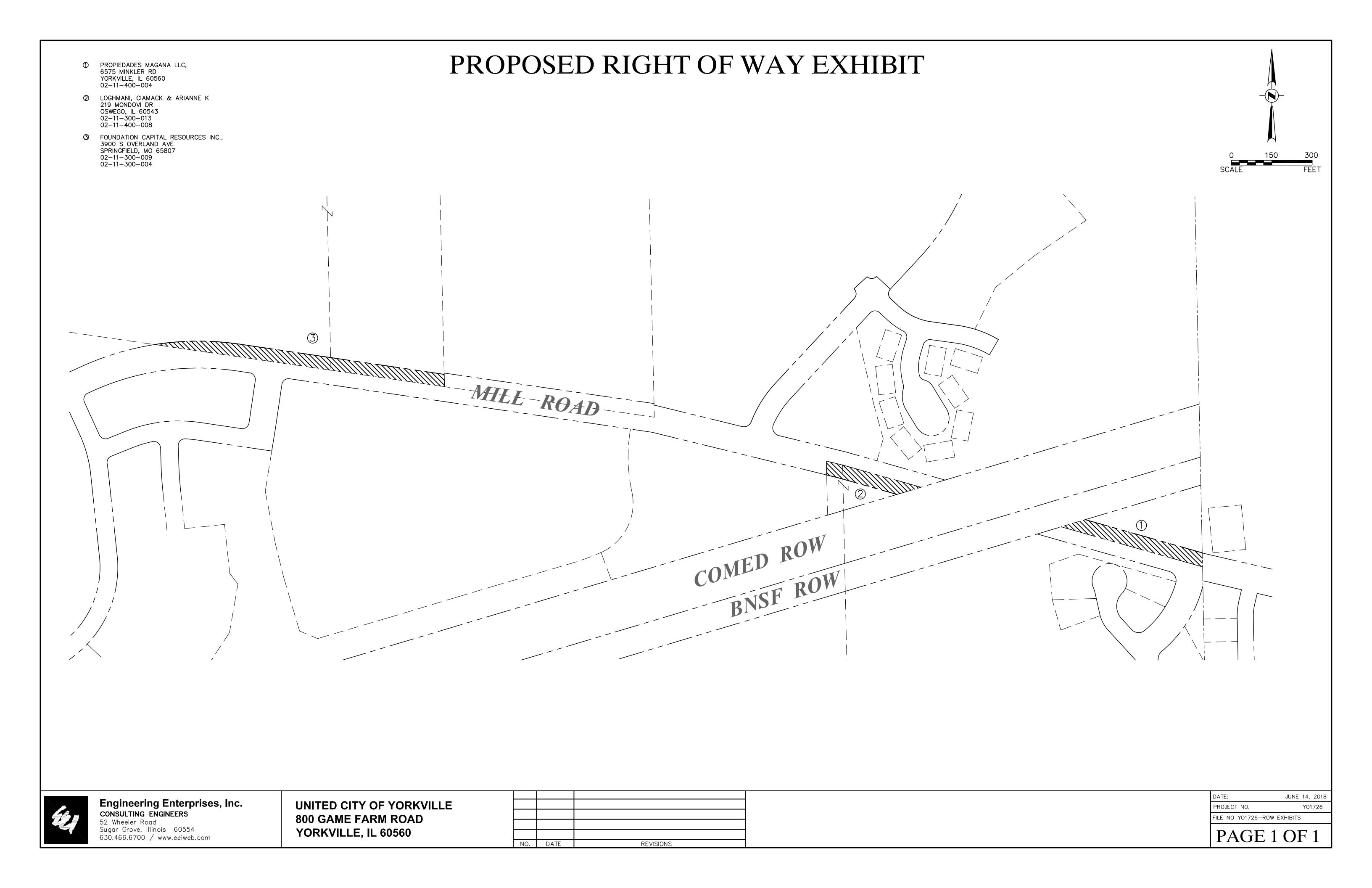
The City has come to agreement with two land owners regarding the acquisition of right-of-way that is necessary for the project. The parcels are shown in the attached overall exhibit and in the detailed Plats of Dedication.

The Magana LLC parcel (Parcel 1) has agreed to a price of \$4,000.

The Loghmani parcel (Parcel 2) has agreed to a price of \$13,000.

The City Attorney and City Clerk are making final arrangements to have the necessary documents executed.

We recommend acceptance of the Plats of Dedication upon receipt of the final executed documents.



CITY COUNCIL CERTIFICATE STATE OF ILLINOIS) SS COUNTY OF KENDALL) APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THISDAY OF, 201		PLAT OF DED TO THE UNITED CITY OF KENDALL COUNTY PART OF THE SOUTHEAST QUARTER OF SERANGE 7 EAST OF THE THIRD PRINCIPAL MED	YORKVILLE Y, ILLINOIS		O SCALE P.I.N	30 60 FEET 1. 02-11-300-013 02-11- 200 -008
OWNER'S CERTIFICATE STATE OF ILLINOIS) SS COUNTY OF) THIS IS TO CERTIFY THAT CIAMACK LOGHMANI AND ARIANNE K. LOGHMANI, AS JOINT TENANTS OF THE UNDERLYING PROPERTY SHOWN HEREON, DOES HEREBY GRANT, CONVEY AND WARRANTEE THE PROPERTY DESCRIBED HEREIN TO THE UNITED CITYORKVILLE, KENDALL COUNTY, ILLINOIS, THISDAY OF, 2019. BY:	FOUND MAGNAIL FOUND RR SPIKE 1.47' S & 0.17' E S76'75'39"E S76'75'39"E 62.11' NG URPOSES FOUND 3/4" IRON	FOUND 3/4" IRON PIPE AT CORNER LOT 3028 (HERETOFORE DEDICATED 200606) AREA = 0.365 ACRES 1223.38 N7471112"W	93.21' 973'22'24"W	FOUND OLD IRON PIPE AT THE INTERSECTION OF THE NORTH LINE OF COMMONWEALTH EDISON ROW LINE AND THE EAST LINE OF SEC 11–37–7 POUND 3/4" IRON PIPE AT CORNER D MAGNAIL DRNER	LEGAL DESCRIPTION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION EAST OF THE THIRD PRINCIPAL MERIDIAN DESC NORTHEAST CORNER OF LOT 3048 IN GRAND FOR DEGREE 12 MINUTES 45 SECONDS WEST, ALONG DOCUMENT 200600016199, 51.75 FEET TO THE THENCE SOUTH 76 DEGREES 15 MINUTES 39 S 62.11 FEET; THENCE SOUTH 74 DEGREES 11 MI SOUTH LINE, 302.95 FEET TO THE NORTHWESTE EDISON RIGHT OF WAY; THENCE SOUTH 73 DEGREES ALONG SAID NORTHWESTERLY LINE, 93.21 FEET	DEDICATION ON 11, TOWNSHIP 37 NORTH, RANGE 7 CRIBED AS FOLLOWS: BEGINNING AT THE RESERVE UNIT 19; THENCE NORTH 01 G THE EAST LINE OF MILL ROAD PER C SOUTH LINE OF SAID MILL ROAD; SECONDS EAST, ALONG SAID SOUTH LINE, INUTES 12 SECONDS EAST, ALONG SAID ERLY LINE OF THE COMMONWEALTH GREES 22 MINUTES 24 SECONDS WEST, TO THENCE NORTH 74 DEGREES 11 ENCE NORTH 76 DEGREES 15 MINUTES
COUNTY OF KENDALL) I,	.ft '		COMMONWEALTH EDISON CON	190.0c	TATE OF ILLINOIS) () SS () SCHELLER, ILLINOIS) HIS IS TO CERTIFY THAT I, MARK G. SCHELLER, ILLINOIS 5–3581, HAVE SURVEYED, AND PLATTED THE ABOVE DEDICATING SAID PROPERTY TO THE UNITED CITY OF VEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS Y: MARK G., SCHELLER PROFESSIONAL LAND SURVEYOR #3581 (EXP-11-30-20) ENGINEERING ENTERPRISES INC. PROFESSIONAL DESIGN FIRM # 184-002003 (EXP-04-30-21)	DESCRIBED PROPERTY FOR THE PURPOSES YORKVILLE LINOIS, THIS 14th DAY OF JUNE, 2019. G. SCALLINOIS, THIS 14th DAY OF JUNE, 2019. DATE: MARCH 12, 2019 PROJECT NO. Y01726
CONSULTING ENGINEERS 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 / www.eeiweb.com	800 GAME FARM ROAD YORKVILLE, IL 60560			NO. DATE	REVISIONS	FILE NO Y01726 LOGHMANI PAGE 1 OF 1

CITY COUNCIL CERTIFICATE STATE OF ILLINOIS) (SS) COUNTY OF KENDALL) APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THISDAY OF	PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH,	0 50 100 SCALE FEET
OWNER'S CERTIFICATE STATE OF ILLINOIS) SS COUNTY OF THIS IS TO CERTIFY THAT PROPIEDADES MAGANA LLC, AN ILLINOIS CORPOR FEE SIMPLE OWNER OF THE UNDERLYING PROPERTY SHOWN HEREON, DOES GRANT, CONVEY AND WARRANTEE THE PROPERTY DESCRIBED HEREIN TO THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. DATED AT, ILLINOIS, THISDAY OF, 2019 BY:	SET 5/8" REBAR WITH CAP AT CORNER FOUND RR SPIKE ONLINE N73*22*2*** AND 0.21' EAST 1.07 20 SET 5/8" REBAR WITH P AT CORNER P.O.B. SET 5/8" REBAR WITH P AT CORNER P.O.B. ST410'S9" AREA OEDICATED N7410'S9" WITH CAP AT CORNER N7410'S9" MITH CAP AT CORNER N7410'S9" WITH CAP AT CORNER N7410'S9" WITH CAP AT CORNER N7410'S9" WITH CAP AT CORNER	LEGAL DESCRIPTION OF DEDICATION THAT PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 3016 IN GRAND RESERVE UNIT 9; THENCE NORTH 73 DEGREES 22 MINUTES 24 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY, 32.0 FEET TO THE NORTHERLY MOST CORNER OF MILL ROAD PER DOCUMENT 200500028116, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 73 DEGREES 22 MINUTES 24 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 37.29 FEET; THENCE SOUTH 74 DEGREES 10 MINUTES 59 SECONDS EAST, 508.44 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREES 10 MINUTES 43 SECONDS EAST, ALONG SAID FAST LINE, 20.91 FEET TO THE NORTH LINE OF SAID MILL ROAD; THENCE NORTH 74 DEGREES 10 MINUTES 59 SECONDS WEST, ALONG SAID MILT ROAD; THENCE NORTH 74 DEGREES 10 MINUTES 59 SECONDS WEST, ALONG SAID NORTH LINE, 546.01 FEET TO THE POINT OF BEGINNING ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS
PERSONALLY KNOWN OFFICERS OF PROPIEDADES MAGANA LLC. AND THE SAME PERSONS WHOS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THI PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOINSTRUMENT, NOT INDIVIDUALLY, BUT AS OFFICERS OF SAID PROPIEDADES AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTA SAID PROPIEDADES MAGANA LLC, FOR THE USES AND PURPOSES THEREIN GIVEN UNDER MY HAND AND NOTARIAL SEAL THISDAY OF NOTARY PUBLIC MY COMMISSION EXPIRES NOTARY PUBLIC MY COMMISSION EXPIRES COUNTY CLERK'S CERTIFICATE STATE OF ILLINOIS) ISS COUNTY OF KENDALL) I,, COUNTY CLERK OF KENDALL COUNTY, II HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO L CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TA AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FU CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITHEREIN DRAWN. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE, ILLINOIS, THISDAY OF 2019.	TO ME TO BE SE HAMES ARE SO HAM	STATE OF ILLINOIS) STATE OF ILLINOIS) (STATE OF I
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	NO. DATE REVISIONS DATE: NOV. 08, 2018



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

Agenda Item Number

Administration Committee #1

Tracking Number

ADM 2019-34

Agenda Item Summary Memo

Title: Solicito	r Registration and Regulations	
Meeting and D	cate: City Council – August 27, 20	19
Synopsis: Plea	ase see attached.	
Council Action	Duoviousky Tokon	
Council Action	Previously Taken:	
Date of Action:	ADM 08-21-19 Action Taken:	Moved forward to City Council agenda.
Item Number:	ADM 2019-34	
Type of Vote F	Required: Majority	
Council Action	Requested: Approval	
Submitted by:		Administration
	Name	Department
	Agenda Item	Notes:



Memorandum

To: Administration Committee
From: Lisa Pickering, City Clerk
CC: Bart Olson, City Administrator

Date: July 10, 2019

Subject: Solicitor Registration and Regulations

Summary

Consideration of an amendment to the section of city code regulating solicitors.

Background

This item was last discussed at the June 19th Administration Committee meeting. Solicitor regulations were lasted updated in 2008. Included in the city code regulating solicitors is a provision for the certificate of registration to be carried and displayed by solicitors while engaged in soliciting. Section 3-7-2 of the city code includes the following regarding the Certificate of Registration: "It shall be unlawful for any person to engage in soliciting, hawking or business as an itinerant merchant without having first obtained said certificate of registration. Said certificate shall be carried by the registered solicitor, hawker, or itinerant merchant while engaged in soliciting and shall be displayed at all times." To aid solicitors in making sure that they had an item that could be displayed at all times, the city has issued a picture ID card to registered solicitors. The ID card that staff has been using for over ten years is small and it is felt that it is not easy to read. There has also been a concern that not all solicitors are wearing their ID card when they go door-to-door. Staff is proposing a new ID card that is larger and easier to read; along with providing a holder and lanyard for the ID card as well.

The Administration Committee requested this item to be brought back to the committee with more options for a new ID card for the committee to consider. Staff has provided four different layout options for the committee to review and has also provided each layout option in three different colors.

The Administration Committee also requested further clarification on the proposed amendment to the city code section 3-7-3, paragraph E which deals with situations in which denial of a certificate of registration would occur. Paragraph E has been revised to provide clarification as to when applications can be denied when background checks find evidence that applicants have previously been convicted of felonies. It is proposed that paragraph E would read as follows: "No certificate of registration shall be issued to any person who has been convicted of a felony under the laws of the State of Illinois or any other State or Federal law of the United States, within five (5) years of the date of the application; nor to any person with a felony conviction for burglary, fraud, theft, or sexual assault without regards to time; nor to any person who has an active, unpaid violation or conviction of any provision of this code; nor to any

person whose certificate of registration issued hereunder has previously been revoked, as herein provided."

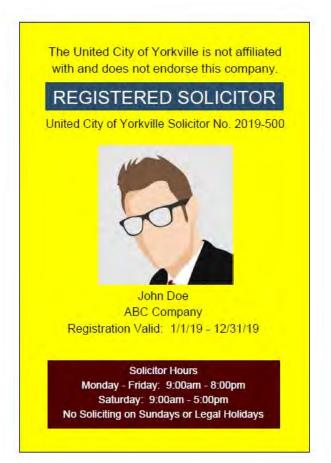
Additionally, the committee requested that the allowed hours for soliciting be amended to end at 7:00 p.m. on weekdays instead of the current end time of 8:00 p.m.

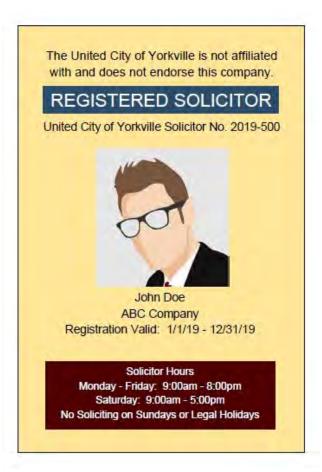
Staff has provided a red-lined version of the proposed changes to city code, along with a draft ordinance for consideration.

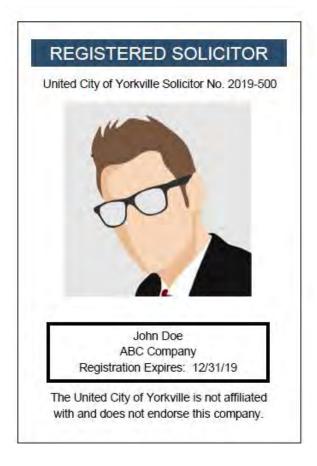
Recommendation

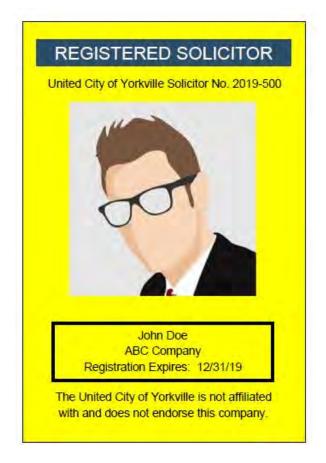
Staff recommends approval of the amendment to the solicitor code and seeks feedback on the proposed redesigned ID cards.

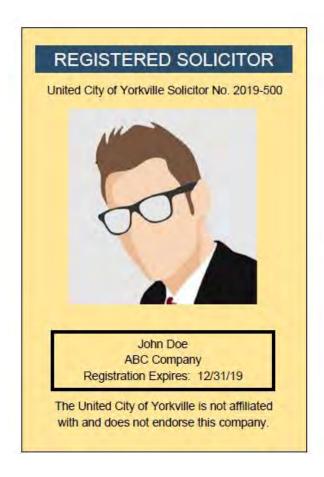


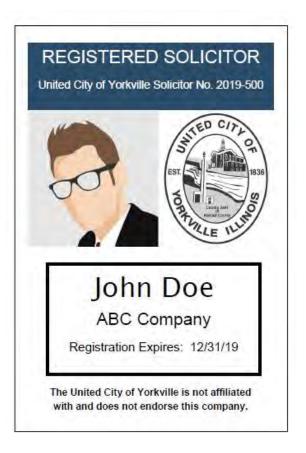


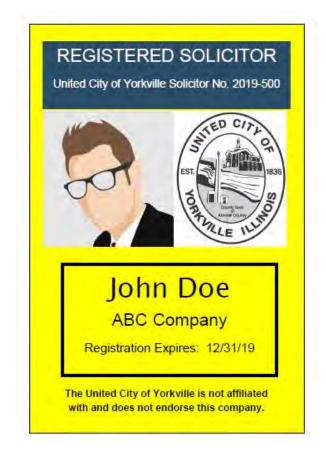


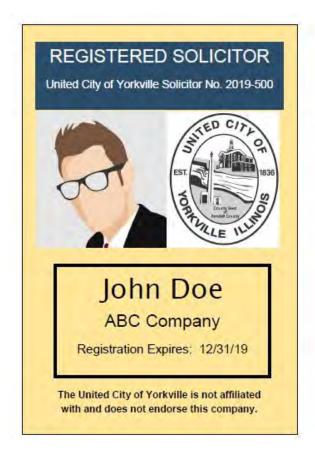


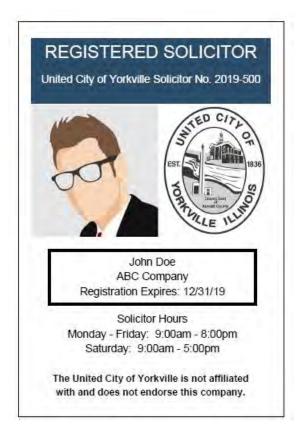


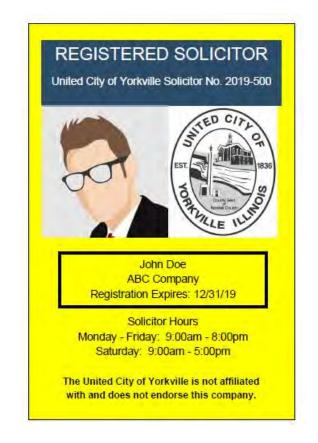


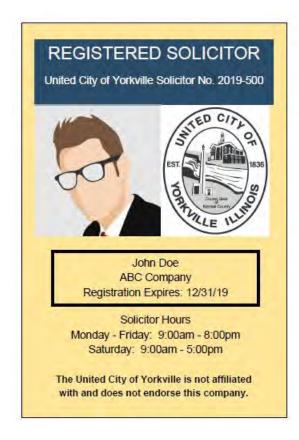












Chapter 7

SOLICITORS, HAWKERS AND ITINERANT MERCHANTS

3-7-1: DEFINITIONS:

For the purpose of this chapter, the following words as used herein shall be construed to have the meanings herein ascribed:

HAWKER/PEDDLER: Any person traveling from place to place, house to house, or street to street, carrying, conveying or transporting goods, wares, and merchandise, offering and exposing the same for sale.

ITINERANT MERCHANT: Any person, who engages in a transient or temporary business of selling and delivering goods, wares, or merchandise within the city, and who, in furtherance of such purpose, leases, uses, or occupies any temporary structure, tent lot, street, alley, sidewalk, or any other such place, public or private, within the city for the exhibition and sale of such goods, wares, or merchandise, or for securing orders for future delivery of such goods, wares, or merchandise. Examples include: Christmas tree sales. Also called transient merchant or transient vendor.

RESIDENCE: Includes every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.

SOLICITING: Includes any one or more of the following activities:

- A. Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, and services of any kind, character or description, for any kind of consideration; or
- B. Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or character; or
- C. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers, and every other type or kind of publication; or
- D. Seeking to obtain gifts or contributions of money, clothing, or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation or project.
- E. Hawking or doing business as an itinerant merchant.

SOLICITOR: Any person traveling from place to place, house to house, or street to street, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature for future delivery, or for services to be furnished or performed in the future, whether or not such person carries or exposes for sale a sample of the subject of such sale. (Ord. 2008-51, 6-10-2008)

3-7-2: CERTIFICATE OF REGISTRATION REQUIRED:

Every person desiring to engage in soliciting, hawking or business as an itinerant merchant within the city is hereby required to make written application for a certificate of registration as hereinafter provided. It shall be unlawful for any person to engage in soliciting, hawking or business as an itinerant merchant without having first obtained said certificate of registration. Said certificate shall be carried by the registered solicitor, hawker, or itinerant merchant while engaged in soliciting and shall be displayed at all times. (Ord. 2008-51, 6-10-2008)

3-7-3: APPLICATION FOR CERTIFICATE:

A. Before a certificate may be issued under this chapter, a written sworn application signed by the applicant, if an individual; or by all partners, if a partnership; or by the president of a corporation, if a corporation; or by a parent, if the applicant is under the age of fourteen (14), containing the following information must be submitted to the office of the city clerk:

- 1. The applicant's name, current address of residence, length of residence at such address, telephone number, business address if other than residence address, date of birth, and social security number;
- 2. Copy of current state photo identification or driver's license;
- 3. Name, address, and telephone number of the person, firm, corporation, or association whom the applicant is employed by or represents, and the length of time of such employment or representation;
- 4. A brief description of the nature of the business in which the applicant is engaged, and the kind of products or services to be sold or rendered;
- 5. Period of time for which the certificate is requested, and the approximate hours of the day that such function shall be performed;
- 6. The date, or approximate date, of the latest previous application for certificate under this chapter, if any;
- 7. A statement whether a certificate of registration, under the provisions of this chapter or any other similar ordinance of the city or any county or municipality, has ever been revoked, together with the details thereof;
- 8. A statement whether the applicant and/or the person(s) managing or supervising the applicant's business have/has ever been convicted of a felony or misdemeanor under the laws of the state of Illinois, or any other state or federal law of the United States, or a violation of any of the provisions of this chapter or the ordinance of any other Illinois municipality regulating the activities of solicitors, hawkers, or itinerant merchants, together with the details thereof;
- 9. The applicant's "Illinois business tax number" as issued by the "Illinois department of revenue". No certificate shall be issued if the applicant does not have an Illinois business tax number, unless the applicant represents or works for a religious, educational or charitable organization where such organization is entirely a nonprofit organization and who can furnish the city with a "tax exempt number" and written proof of its "tax exempt status";

- 10. Each itinerant merchant must submit a signed statement from the owner of the property from which he or she is proposing to operate his or her business evidencing permission to do business on the particular owner's property. If the applicant is proposing to operate his or her business from a city park, written permission from the park board must be submitted;
- 11. Each applicant shall submit a photo that must be the same size as required for passports _ two inches by two inches (2" x 2").
- B. All statements made by the applicant upon the application or in connection therewith shall be under oath.
- C. Each applicant shall be required to submit to fingerprinting by the police department in connection with the application for certificate. The applicant shall pay the fee as set by the Illinois state police for fingerprint submissions.
- D. The office of the city clerk shall keep an accurate record of every application received and acted upon, together with all other information and data pertaining thereto, and all certificates of registration issued or applications denied.
- E. No certificate of registration shall be issued to any person who has been convicted of the commission of a felony under the laws of the state of Illinois or any other state or federal law of the United States, within five (5) years of the date of the application; nor to any person with a felony conviction for burglary, fraud, theft, or sexual assault without regards to time; nor to any person who has an active, unpaid violation or conviction been convicted of a violation of any of the provisions of this codechapter; nor to any person whose certificate of registration issued hereunder has previously been revoked, as herein provided.
- F. Each hawker and itinerant merchant applicant shall pay a two hundred dollar (\$200.00) application fee per application. Each solicitor applicant shall pay a one hundred dollar (\$100.00) application fee per application. No application fee shall be charged of a solicitor, hawker, or itinerant merchant sponsored by or working for a religious, educational or charitable organization where such organization is entirely a nonprofit organization and who can furnish the city with a "tax exempt number" and written proof of its "tax exempt status". (Ord. 2008-51, 6-10-2008)

3-7-4: ISSUANCE OF CERTIFICATE:

The office of the city clerk, after consideration of the application and all information obtained relative thereto, shall, within ten (10) business days of application, approve or deny the application. If the applicant does not provide the necessary information or qualify for such certificate, pursuant to section 3-7-3 of this chapter, and the issuance of a certificate of registration to the applicant would not be in accord with the intent and purpose of this chapter, then the office of the city clerk shall deny the application. If denied, endorsement shall be made by the office of the city clerk upon the application. If the applicant provides the necessary information and is found to be fully qualified, the certificate of registration shall be issued within five (5) business days of the application approval so long as the application fees have been fully

paid. Any certificate of registration issued pursuant to this chapter shall expire one year after issuance. (Ord. 2008-51, 6-10-2008)

3-7-5: INVITING HAWKERS AND SOLICITORS ONTO PREMISES:

The owner or resident of any premises in the city shall determine whether hawkers and solicitors shall be, or shall not be, invited onto his or her premises. Only hawkers and solicitors having a valid certificate of registration provided in section 3-7-2 of this chapter shall engage in solicitation within the city unless said hawker or solicitor has previously been invited by an owner or resident of the premises. In the interest of safety, no child under the age of fourteen (14) shall be allowed to solicit in the city of Yorkville unless said child is supervised during solicitation by an adult who has registered pursuant to this chapter. (Ord. 2008-51, 6-10-2008)

3-7-6: NOTICE REGULATING SOLICITING:

A. Any owner or resident may restrict solicitation or limit the hours during which hawkers and solicitors are invited to his or her residence by posting that intention as provided in this section.

B. Notice of restricting solicitation or limiting a hawker's or solicitor's hours by the owner or resident shall be given in the following manner:

A weatherproof card, approximately three inches by four inches (3" x 4") in size, or larger, shall be exhibited upon or near the main entrance door to the residence, indicating as follows:

NO SOLICITORS INVITED

or

SOLICITATION LIMITED TO THE HOURS OF:

Note: Any reference to "solicitors" on said card shall include both hawkers and solicitors, as defined in this chapter.

C. Such card, or similar sign, so exhibited shall constitute sufficient notice to any hawker or solicitor of the owner's or resident's desire to restrict solicitation or to limit the hawker's or solicitor's hours. (Ord. 2008-51, 6-10-2008)

3-7-7: DUTY OF HAWKERS AND SOLICITORS:

It shall be the duty of each hawker and solicitor entering any privately owned premises in the city to first examine the notice provided for in section 3-7-6 of this chapter, if any is given or attached, and abide by the statement contained in the notice. If the hawker or solicitor is calling during a time when the resident has restricted solicitation or limited the hawker's or solicitor's hours, then the hawker or solicitor, whether registered or not, shall immediately and peacefully depart from the premises. Any hawker or solicitor who has gained entrance to or who is on any

premises, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the owner or resident. (Ord. 2008-51, 6-10-2008)

3-7-8: UNINVITED SOLICITING PROHIBITED:

It is hereby declared to be unlawful and shall constitute a nuisance for any person, whether registered under this chapter or not, to go upon any premises and ring the doorbell upon or near any door, or create any sound in any manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and engage in "soliciting" as herein defined, in defiance of the notice exhibited at the residence in accordance with the provisions of section 3-7-6 of this chapter. (Ord. 2008-51, 6-10-2008)

3-7-9: TIME LIMIT ON SOLICITING:

It is hereby declared to be unlawful and shall constitute a nuisance for any person, whether registered under this chapter or not, to go upon any premises and ring the doorbell upon or near any door of a residence located thereon, or rap or knock upon any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and engage in "soliciting" as herein defined, before nine o'clock (9:00) A.M. or after seveneight o'clock (78:00) P.M., Monday through Friday, or prior to nine o'clock (9:00) A.M. or after five o'clock (5:00) P.M. on Saturday. There shall be no "soliciting", as defined in this chapter, on Sundays or on state or national holidays, except as follows: Itinerant merchants and hawkers not going door to door to residences may conduct business from nine o'clock (9:00) A.M. to eight thirty o'clock (8:30) P.M. Sunday through Saturday, including holidays. Individual owners and residents may further restrict the hours of soliciting on their property by posting a notice pursuant to section 3-7-6 of this chapter. (Ord. 2008-51, 6-10-2008)

3-7-10: ITINERANT MERCHANTS; PERMIT:

In addition to the application fee set out in subsection 3-7-3F of this chapter, itinerant merchants shall be required to obtain a permit from the building and zoning department of Yorkville. Because of the nonpermanent nature of the structures being operated by itinerant merchants, itinerant merchants shall also be charged a fee of forty dollars (\$40.00) to cover the costs and expenses of periodic safety inspections by the building department of the premises from which sales are being made. (Ord. 2008-51, 6-10-2008)

3-7-11: REVOCATION OF REGISTRATION:

Any registration issued pursuant to this Chapter shall be immediately revoked upon a violation of Sections 3-7-8 or 3-7-9 of this code.

Ordinance No. 2019-____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE REGULATIONS FOR SOLICITORS, HAWKERS AND ITINERANT MERCHANTS

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 the State; and,

WHEREAS, Title 3, Chapter 7 of the Code of Ordinances of the United City of Yorkville, Kendall County, Illinois, establishes regulations for solicitors, hawkers and itinerant merchants; and,

WHEREAS, the Mayor and the City Council (the "Corporate Authorities") have reviewed the requirements for registration and have determined that there is need to further the application requirement for solicitors, hawkers and itinerant merchants and to provide for the immediate revocation of the registration of any person violating the time limit on solicitation or defying the notice in any residence in the City restricting solicitation, all as hereinafter provided.

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 Subsection 3-7-3E of the Yorkville City Code, be and is hereby amended by deleting said Subsection in its entirety and replacing it with the following:

"E. No certificate of registration shall be issued to any person who has been convicted of a felony under the laws of the State of Illinois or any other State or Federal law of the United States, within five (5) years of the date of the application; nor to any person with a felony conviction for burglary, fraud, theft, or sexual assault without regards to time; nor to any person who has an active, unpaid violation or conviction of any provision of this code; nor to any person whose certificate of registration issued hereunder has previously been revoked, as herein provided."

Section 2. That Subsection 3-7-9 of the Yorkville City Code, be and is hereby amended by deleting said Subsection in its entirety and replacing it with the following:

"It is hereby declared to be unlawful and shall constitute a nuisance for any person, whether registered under this chapter or not, to go upon any premises and ring the doorbell upon or near any door of a residence located thereon, or rap or knock upon any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and engage in "soliciting" as herein defined, before nine o'clock (9:00) A.M. or after seven o'clock (7:00) P.M., Monday through Friday, or prior to nine o'clock (9:00) A.M. or after five o'clock (5:00) P.M. on Saturday. There shall be no "soliciting", as defined in this chapter, on Sundays or on state or national holidays, except as follows: Itinerant merchants and hawkers not going door to door to residences may conduct business from nine o'clock (9:00) A.M. to eight thirty o'clock (8:30) P.M. Sunday through Saturday, including holidays. Individual owners and residents may further restrict the hours of soliciting on their property by posting a notice pursuant to section 3-7-6 of this chapter."

Section 3. The following new Section 3-7-11 is hereby added to Title 3, Chapter:

"3-7-11: Revocation of Registration.

Any registration issued pursuant to this Chapter shall be immediately revoked upon a violation of Sections 3-7-8 or 3-7-9 of this code."

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City C	ouncil of the United	City of Yorkville, Kendall Co	unty, Illinois, this
day of	, A.D. 2019.		
		City Clerk	
KEN KOCH		DAN TRANSIER	
JACKIE MILSCHEWSKI		ARDEN JOE PLOCHER	
CHRIS FUNKHOUSER		JOEL FRIEDERS	
SEAVER TARULIS		JASON PETERSON	

	APPROVED by m	e, as Mayor of the United City of Yorkville, Kendall County, Ill	inois
this	day of	, A.D. 2019.	
		Mayor	
Attest:			
City Cle	erk		



Memorandum

To: Administration Committee
From: Lisa Pickering, City Clerk
CC: Bart Olson, City Administrator

Date: June 11, 2019

Subject: Solicitor Registration and Regulations

Summary

Consideration of an amendment to the section of city code regulating solicitors.

Background

Solicitor regulations were lasted updated in 2008. Included in the city code regulating solicitors is a provision for the certificate of registration to be carried and displayed by solicitors while engaged in soliciting. Section 3-7-2 of the city code includes the following regarding the Certificate of Registration: "It shall be unlawful for any person to engage in soliciting, hawking or business as an itinerant merchant without having first obtained said certificate of registration. Said certificate shall be carried by the registered solicitor, hawker, or itinerant merchant while engaged in soliciting and shall be displayed at all times." To aid solicitors in making sure that they had an item that could be displayed at all times, the city has issued picture ID card to registered solicitors. The ID card that staff has been using for over ten years is small and it is felt that it is not easy to read. There has also been a concern that not all solicitors are wearing their ID card when they go door-to-door. Staff is proposing a new ID card that is larger and easier to read; along with providing a holder and lanyard for the ID card as well.

Staff has provided a sample of the current solicitor ID card, as well as a proposed new version that is larger and easier to read. We are proposing changing the color used on the ID to a blue and a darker red color to reflect the colors that were chosen for the downtown wayfinding signage. Staff has also researched the cost of an ID holder and lanyard on Amazon and has found that the cost is approximately \$.50 per solicitor to provide a holder and lanyard. This cost would be minimal and would ensure that solicitors have a holder that they can wear at all times while soliciting in Yorkville. We have also provided samples of solicitor IDs from Lombard, Elk Grove Village, Montgomery, and Oswego for comparison.

In reviewing our solicitor code, staff has found two sections to be considered for an update. The first proposed update is to city code section 3-7-3, paragraph E which deals with situations in which denial of a certificate of registration would occur. Recommended changes include denying solicitor registration to persons who have been previously convicted of any crimes involving burglary, theft, dishonesty, fraud, deception or similar offenses. Also recommended is the addition of a new section which would allow for revocation of a registration that has been issued to any solicitor that solicits outside of the allowed hours for soliciting or

solicits at residences that have "No Soliciting" signs posted. The city attorney has provided an ordinance amending these sections of code for consideration.

Additionally, to help emphasize to solicitors the importance of following the regulations on soliciting, staff is proposing an additional checklist that solicitors must read and sign when they pick up their permit and badge. The checklist would include an acknowledgement by the solicitors of the allowed hours for soliciting, an acknowledgement that they cannot knock on any doors where the residents have a "no soliciting" sign posted and finally an acknowledgment that they will wear their city issued ID card and ensure that it is clearly visible at all times while soliciting within city limits.

Recommendation

Staff recommends approval of the amendment to the solicitor code and seeks feedback on the proposed redesigned ID cards.

Example of current certificate of registration issued to each solicitor.

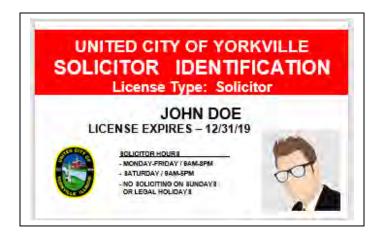


United City of Yorkville Office of the City Clerk Certificate of Registration

Solicitor No. 2019-Registration Fee \$100.00

For a Te	as a Solicitor for m of One Year – Janua bject to the Ordinance	•	-	
31	bject to the Ordinances	s of the On	ned City of 10	orkville.
	Permitted H	Hours for	Soliciting	
	Monday – Frida	ıy 9:00 A.M	. – 8:00 P.M.	
	Saturday 9:0	00 A.M. – 5	:00 P.M.	
	No Soliciting on S	Sundays or I	Legal Holidays	
	IN WITN	NESS WHER	REOF,	
I have hereur	to set my hand and seal	on this	day of	, 2

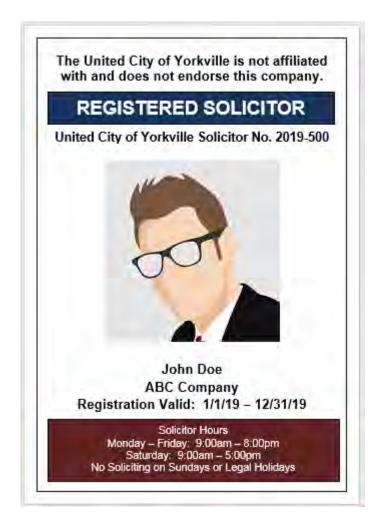
Current Solicitor ID Badge Size 3" x 2"



2 inches

3 inches

Proposed Solicitor ID Badge Size 3 1/4 " x 4 3/4 "



4 ¾ inches

3 1/4 inches

SOLICITOR PHOTOS

Photos of registered solicitors are pictured below. Click arrows to scroll through photos.

Other Solicitors

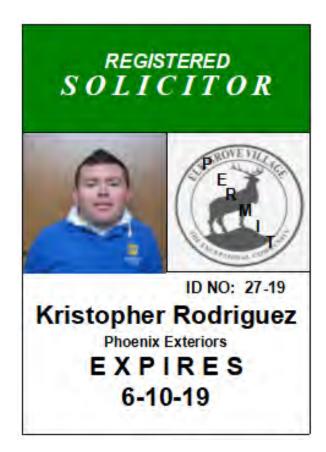








Registered Solicitors











SOLICITOR IDENTIFICATION	SOLICITOR IDENTIFICATION
Organization	Organization
Individual	
Has registered with the Village of Oswego & the Oswego Police Department	Individual Has registered with the Village of Oswego & the Oswego Police Department
Expires Village Clerk or Chief of Police	Expires Village Clerk or Chief of Police
Oswego Police Department SOLICITOR IDENTIFICATION	Oswego Police Department SOLICITOR IDENTIFICATION
Organization	Organization
Individual	Individual
Has registered with the Village of Oswego & the Oswego Police Department	Has registered with the Village of Oswego & the Oswego Police Department
Expires Village Clerk or Chief of Police	Expires Village Clerk or Chief of Police
Oswego Police Department SOLICITOR IDENTIFICATION	Oswego Police Department SOLICITOR IDENTIFICATION
Organization	Organization
Individual	Individual
Has registered with the Village of Oswego & the Oswego Police Department	Has registered with the Village of Oswego & the Oswego Police Department
Expires Village Clerk or Chief of Police	Expires Village Clerk or Chief of Police
Oswego Police Department SOLICITOR IDENTIFICATION	Oswego Police Department SOLICITOR IDENTIFICATION
Organization	Organization
Individual	Individual
Has registered with the Village of Oswego & the Oswego Police Department	Has registered with the Village of Oswego & the Oswego Police Department
Expires Village Clerk or Chief of Police	Expires Village Clerk or Chief of Police
Oswego Police Department SOLICITOR IDENTIFICATION	Oswego Police Department SOLICITOR IDENTIFICATION
Organization	Organization
Individual	Individual
Has registered with the Village of Oswego & the Oswego Police Department	Has registered with the Village of Oswego & the Oswego Police Department

Village Clerk or Chief of Police

Expires

Expires

Village Clerk or Chief of Police

Passport Holders, Extra Large ID Badge Holder Inside Dimensions 4 x 6 inches. Outside Dimensions 4.2 x 7 inches Price per 100 is \$29.99 on Amazon

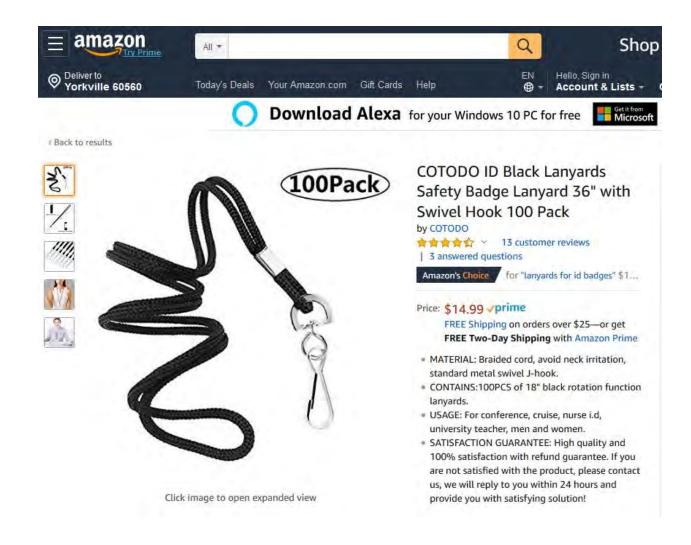
https://www.amazon.com/MIFFLIN-Passport-Holders-Waterproof-Vertical/dp/B07QR2TW2H/ref=sr_1_6?keywords=id+sleeve+vertical+6+inch&qid=156027191 3&s=gateway&sr=8-6



Lanyards for ID Holders Price per 100 is \$14.99 on Amazon

https://www.amazon.com/Black-Lanyards-Safety-Lanyard-

Swivel/dp/B07GRVCBCK/ref=sxin_2_ac_d_pm?crid=2NA0740INEKSS&keywords=lanyards+for+id+badges&pd_rd_i=B07GRVCBCK&pd_rd_r=8c1ddfb5-5373-4715-b0b1-44d103903c9f&pd_rd_w=46xai&pd_rd_wg=uCO1B&pf_rd_p=be5d8dec-444e-4770-91df-1e16a8c46da8&pf_rd_r=ZFWYT6WKBEHKM71ZV0MJ&qid=1560279113&s=gateway&spref_ix=lanyar%2Caps%2C175



Chapter 7

SOLICITORS, HAWKERS AND ITINERANT MERCHANTS

3-7-1: DEFINITIONS:

For the purpose of this chapter, the following words as used herein shall be construed to have the meanings herein ascribed:

HAWKER/PEDDLER: Any person traveling from place to place, house to house, or street to street, carrying, conveying or transporting goods, wares, and merchandise, offering and exposing the same for sale.

ITINERANT MERCHANT: Any person, who engages in a transient or temporary business of selling and delivering goods, wares, or merchandise within the city, and who, in furtherance of such purpose, leases, uses, or occupies any temporary structure, tent lot, street, alley, sidewalk, or any other such place, public or private, within the city for the exhibition and sale of such goods, wares, or merchandise, or for securing orders for future delivery of such goods, wares, or merchandise. Examples include: Christmas tree sales. Also called transient merchant or transient vendor.

RESIDENCE: Includes every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.

SOLICITING: Includes any one or more of the following activities:

- A. Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, and services of any kind, character or description, for any kind of consideration; or
- B. Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or character; or
- C. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers, and every other type or kind of publication; or
- D. Seeking to obtain gifts or contributions of money, clothing, or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation or project.
- E. Hawking or doing business as an itinerant merchant.

SOLICITOR: Any person traveling from place to place, house to house, or street to street, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature for future delivery, or for services to be furnished or performed in the future, whether or not such person carries or exposes for sale a sample of the subject of such sale. (Ord. 2008-51, 6-10-2008)

3-7-2: CERTIFICATE OF REGISTRATION REQUIRED:

Every person desiring to engage in soliciting, hawking or business as an itinerant merchant within the city is hereby required to make written application for a certificate of registration as hereinafter provided. It shall be unlawful for any person to engage in soliciting, hawking or business as an itinerant merchant without having first obtained said certificate of registration. Said certificate shall be carried by the registered solicitor, hawker, or itinerant merchant while engaged in soliciting and shall be displayed at all times. (Ord. 2008-51, 6-10-2008)

3-7-3: APPLICATION FOR CERTIFICATE:

A. Before a certificate may be issued under this chapter, a written sworn application signed by the applicant, if an individual; or by all partners, if a partnership; or by the president of a corporation, if a corporation; or by a parent, if the applicant is under the age of fourteen (14), containing the following information must be submitted to the office of the city clerk:

- 1. The applicant's name, current address of residence, length of residence at such address, telephone number, business address if other than residence address, date of birth, and social security number;
- 2. Copy of current state photo identification or driver's license;
- 3. Name, address, and telephone number of the person, firm, corporation, or association whom the applicant is employed by or represents, and the length of time of such employment or representation;
- 4. A brief description of the nature of the business in which the applicant is engaged, and the kind of products or services to be sold or rendered;
- 5. Period of time for which the certificate is requested, and the approximate hours of the day that such function shall be performed;
- 6. The date, or approximate date, of the latest previous application for certificate under this chapter, if any;
- 7. A statement whether a certificate of registration, under the provisions of this chapter or any other similar ordinance of the city or any county or municipality, has ever been revoked, together with the details thereof;
- 8. A statement whether the applicant and/or the person(s) managing or supervising the applicant's business have/has ever been convicted of a felony or misdemeanor under the laws of the state of Illinois, or any other state or federal law of the United States, or a violation of any of the provisions of this chapter or the ordinance of any other Illinois municipality regulating the activities of solicitors, hawkers, or itinerant merchants, together with the details thereof;
- 9. The applicant's "Illinois business tax number" as issued by the "Illinois department of revenue". No certificate shall be issued if the applicant does not have an Illinois business tax number, unless the applicant represents or works for a religious, educational or charitable organization where such organization is entirely a nonprofit organization and who can furnish the city with a "tax exempt number" and written proof of its "tax exempt status";

- 10. Each itinerant merchant must submit a signed statement from the owner of the property from which he or she is proposing to operate his or her business evidencing permission to do business on the particular owner's property. If the applicant is proposing to operate his or her business from a city park, written permission from the park board must be submitted;
- 11. Each applicant shall submit a photo that must be the same size as required for passports—two inches by two inches (2" x 2").
- B. All statements made by the applicant upon the application or in connection therewith shall be under oath.
- C. Each applicant shall be required to submit to fingerprinting by the police department in connection with the application for certificate. The applicant shall pay the fee as set by the Illinois state police for fingerprint submissions.
- D. The office of the city clerk shall keep an accurate record of every application received and acted upon, together with all other information and data pertaining thereto, and all certificates of registration issued or applications denied.
- E. No certificate of registration shall be issued to any person who has been convicted of the commission of a felony under the laws of the state of Illinois or any other state or federal law of the United States, within five (5) years of the date of the application; nor to any person who has an active, unpaid violation or been convicted of a violation conviction of any of the provisions of this chapter; nor to any person whose certificate of registration issued hereunder has previously been revoked, as herein provided; nor to any person convicted of a crime involving burglary, theft, dishonesty, fraud, deception or similar offense.
- F. Each hawker and itinerant merchant applicant shall pay a two hundred dollar (\$200.00) application fee per application. Each solicitor applicant shall pay a one hundred dollar (\$100.00) application fee per application. No application fee shall be charged of a solicitor, hawker, or itinerant merchant sponsored by or working for a religious, educational or charitable organization where such organization is entirely a nonprofit organization and who can furnish the city with a "tax exempt number" and written proof of its "tax exempt status". (Ord. 2008-51, 6-10-2008)

3-7-4: ISSUANCE OF CERTIFICATE:

The office of the city clerk, after consideration of the application and all information obtained relative thereto, shall, within ten (10) business days of application, approve or deny the application. If the applicant does not provide the necessary information or qualify for such certificate, pursuant to section 3-7-3 of this chapter, and the issuance of a certificate of registration to the applicant would not be in accord with the intent and purpose of this chapter, then the office of the city clerk shall deny the application. If denied, endorsement shall be made by the office of the city clerk upon the application. If the applicant provides the necessary information and is found to be fully qualified, the certificate of registration shall be issued within five (5) business days of the application approval so long as the application fees have been fully

paid. Any certificate of registration issued pursuant to this chapter shall expire one year after issuance. (Ord. 2008-51, 6-10-2008)

3-7-5: INVITING HAWKERS AND SOLICITORS ONTO PREMISES:

The owner or resident of any premises in the city shall determine whether hawkers and solicitors shall be, or shall not be, invited onto his or her premises. Only hawkers and solicitors having a valid certificate of registration provided in section 3-7-2 of this chapter shall engage in solicitation within the city unless said hawker or solicitor has previously been invited by an owner or resident of the premises. In the interest of safety, no child under the age of fourteen (14) shall be allowed to solicit in the city of Yorkville unless said child is supervised during solicitation by an adult who has registered pursuant to this chapter. (Ord. 2008-51, 6-10-2008)

3-7-6: NOTICE REGULATING SOLICITING:

A. Any owner or resident may restrict solicitation or limit the hours during which hawkers and solicitors are invited to his or her residence by posting that intention as provided in this section.

B. Notice of restricting solicitation or limiting a hawker's or solicitor's hours by the owner or resident shall be given in the following manner:

A weatherproof card, approximately three inches by four inches (3" x 4") in size, or larger, shall be exhibited upon or near the main entrance door to the residence, indicating as follows:

NO SOLICITORS INVITED

or

SOLICITATION LIMITED TO THE HOURS OF:

Note: Any reference to "solicitors" on said card shall include both hawkers and solicitors, as defined in this chapter.

C. Such card, or similar sign, so exhibited shall constitute sufficient notice to any hawker or solicitor of the owner's or resident's desire to restrict solicitation or to limit the hawker's or solicitor's hours. (Ord. 2008-51, 6-10-2008)

3-7-7: DUTY OF HAWKERS AND SOLICITORS:

It shall be the duty of each hawker and solicitor entering any privately owned premises in the city to first examine the notice provided for in section 3-7-6 of this chapter, if any is given or attached, and abide by the statement contained in the notice. If the hawker or solicitor is calling during a time when the resident has restricted solicitation or limited the hawker's or solicitor's hours, then the hawker or solicitor, whether registered or not, shall immediately and peacefully depart from the premises. Any hawker or solicitor who has gained entrance to or who is on any

premises, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the owner or resident. (Ord. 2008-51, 6-10-2008)

3-7-8: UNINVITED SOLICITING PROHIBITED:

It is hereby declared to be unlawful and shall constitute a nuisance for any person, whether registered under this chapter or not, to go upon any premises and ring the doorbell upon or near any door, or create any sound in any manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and engage in "soliciting" as herein defined, in defiance of the notice exhibited at the residence in accordance with the provisions of section 3-7-6 of this chapter. (Ord. 2008-51, 6-10-2008)

3-7-9: TIME LIMIT ON SOLICITING:

It is hereby declared to be unlawful and shall constitute a nuisance for any person, whether registered under this chapter or not, to go upon any premises and ring the doorbell upon or near any door of a residence located thereon, or rap or knock upon any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and engage in "soliciting" as herein defined, before nine o'clock (9:00) A.M. or after eight o'clock (8:00) P.M., Monday through Friday, or prior to nine o'clock (9:00) A.M. or after five o'clock (5:00) P.M. on Saturday. There shall be no "soliciting", as defined in this chapter, on Sundays or on state or national holidays, except as follows: Itinerant merchants and hawkers not going door to door to residences may conduct business from nine o'clock (9:00) A.M. to eight thirty o'clock (8:30) P.M. Sunday through Saturday, including holidays. Individual owners and residents may further restrict the hours of soliciting on their property by posting a notice pursuant to section 3-7-6 of this chapter. (Ord. 2008-51, 6-10-2008)

3-7-10: ITINERANT MERCHANTS; PERMIT:

In addition to the application fee set out in subsection 3-7-3F of this chapter, itinerant merchants shall be required to obtain a permit from the building and zoning department of Yorkville. Because of the nonpermanent nature of the structures being operated by itinerant merchants, itinerant merchants shall also be charged a fee of forty dollars (\$40.00) to cover the costs and expenses of periodic safety inspections by the building department of the premises from which sales are being made. (Ord. 2008-51, 6-10-2008)

3-7-11: REVOCATION OF REGISTRATION:

Any registration issued pursuant to this Chapter shall be immediately revoked upon a violation of Sections 3-7-8 or 3-7-9 of this Chapter 3.



Solicitor, Hawker, or Itinerant Merchant Registration *Acknowledgement Form.*

I,		[insert name], having been approved to operate as a solicitor,
hawke	er, or itinerant merchant in the U	United City of Yorkville, hereby acknowledge the following:
1)	Permitted hours for Soliciting Monday – Friday from Saturday from 9:00 a.n	9:00 a.m. – 8:00 p.m.
2)) No soliciting on Sundays or Le	egal Holidays
3)) No soliciting at any houses wit	th "No Soliciting" signs posted
<i>y</i> , em	apter 7: Solicitors, Hawkers, and	
Signa	ature	
Print 1	Name	
Date		



VILLAGE OF MONTGOMERY ORDINANCE NO. 1859

AN ORDINANCE AMENDING CHAPTER 13 OF THE VILLAGE CODE VILLAGE OF MONTGOMERY, ILLINOIS (PEDDLERS, CANVASSERS AND SOLICITORS)

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS THIS ____ DAY OF _______, 2019.

Published in Pamphlet Form by Authority of the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, This __ Day of ______, 2019.

ORDINANCE NO. 1859

AN ORDINANCE AMENDING CHAPTER 13 OF THE VILLAGE CODE VILLAGE OF MONTGOMERY, ILLINOIS (PEDDLERS, CANVASSERS AND SOLICITORS)

BE IT ORDAINED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

WHEREAS, the Village of Montgomery ("Village") is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and accordingly, acts pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the Village of Montgomery Village Code of Ordinances contains certain provisions providing for the regulation of peddlers, canvassers and solicitors within its corporate boundaries; and,

WHEREAS, the Village finds that it is in the best interest of its residents to amend these provisions to clarify the requirements for registering for and maintaining solicitor registrations within the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

SECTION ONE: TEXT AMENDMENT

Chapter 13 – Peddlers, Canvassers, and Solicitors – shall be amended to read as follows:

Chapter 13 - PEDDLERS, CANVASSERS AND SOLICITORS

Sec. 13-1. - Registration of commercial canvassers or solicitors.

It shall be unlawful for any person to engage in business as a canvasser or solicitor calling at residences in the village without the previous consent of the occupant when that canvasser or solicitor is engaging in any commercial enterprise such as soliciting orders, sales, subscriptions, or business of any kind, without having first registered in the office of the village clerk. Pursuant to section 13-8 hereof, religious, charitable, political, and other noncommercial canvassers and solicitors shall not be subject to this requirement when undertaking noncommercial canvassing or solicitation.

Sec. 13-2. - Contents of registration.

Before a certificate of registration may be issued under this chapter, a written sworn application signed by the applicant, if an individual; or by all partners, if a partnership; or by the

president of a corporation, if a corporation; or by a parent, if the applicant is under fourteen (14) years old, containing the following information must be submitted to the village clerk:

- 1. The applicant's name, current address of residence, length of residence at such address, telephone number, business address if other than residence address, and date of birth;
- 2. Copy of current state photo identification or driver's license;
- 3. Name, address, telephone number of the person, firm, corporation, or association whom the applicant is employed by or represents, and the length of time of such employment or representation;
- 4. A brief description of the nature of the business in which the applicant is engaged, and the kind of products or services to be sold or rendered;
- 5. Period of time for which the certificate is requested, and approximate hours of the day that such functions are to be performed;
- 6. The date, or approximate date, of the latest previous application for certificate under this chapter, if any;
- 7. A statement whether a certificate of registration, under the provisions of this chapter or any other similar ordinance of the Village or any county or municipality, has ever been revoked, together with the details thereof;
- 8. A statement whether the applicant and/or the person(s) managing or supervising the applicant's business have/has ever been convicted of a felony or misdemeanor under the laws of the State of Illinois, or any other state or federal law of the United States, or a violation of any of the provisions of this chapter or the ordinance of any Illinois municipality regarding the activities of solicitors, hawkers, or iterant merchants, together with the details thereof;
- 9. The applicant's Illinois business tax number as issued by the Illinois Department of Revenue. No certificate shall be issued if the applicant does not have an Illinois business tax number, unless the applicant represents or works for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the city with a tax-exempt number and proof of its tax-exempt status;
- 10. A photo that must be the same size as is required for passports (2" by 2").

The registrant shall give his complete identification, his signature, the name of his or her employer, the nature of the products or services in which he or she is interested, the names of the manufacturers of such products or of the organization which he or she is representing, and the proposed method of operation in the village. All statements made by the applicant upon the application or in connection therewith shall be under oath. The form of registration shall be supplied by the office of the village clerk, and shall be in substantially the following form:

Registration of _____ Canvasser or Solicitor Fee \$30.00>

APPLICANT INFORMATION

Name of applicant:	Date of Birth:
Address of applicant (home):	Length at residence:
Applicant telephone number:	
BUSINESS INFORMATION	
Address of applicant (business):	
Business telephone number:	
Business/Employer's name:	Length of time employed:
Business/Employer's address:	
Illinois business tax number or tax-exempt number:	
SOLICITATION INFORMATION	
Products/services to be sold/rendered:	
Name of actual company offering products/services example, employer is ABC Marketing, but service bettergy):	being sold, if different than above (for ing sold is electricity contracts from XYZ
Method of solicitation:	
Period of time for which permit is requested:	
Approximate hours functions expected to be performed	l:
Has the applicant or business previously applied for a p	permit with the Village? If so, when?

Has the applicant and/or the person(s) managing or supervising the applicant's business ever been

ordinance of any Illinois municipality regarding the activities of solicitors, hawkers, or iterant merchants? Has the applicant and/or business ever had a solicitor/canvasser permit revoked, either under the provisions of this chapter or pursuant to any other similar ordinance of any other county or municipality? If so, when? I hereby authorize the Village of Montgomery to investigate and verify the information contained herein and waive any rights of privacy I may have to the information contained therein and indemnify and hold harmless the Village of Montgomery its officers, employees, agents and assigns for any and all claims or damages (including reasonable attorney's fees) resulting from said investigation. I hereby certify and swear that all the above information is true and accurate. (Signature) Subscribed and sworn to before me this _____ day of _____ 20 ____ . **Notary Public** Date of Application: Date of Registration: Date Registration Expires: Registration No.

convicted of a felony or misdemeanor under the laws of the State of Illinois, or any other state or federal law of the United States, or a violation of any of the provisions of this chapter or the

Sec. 13-3. - Approval of registration, registration fee, duration.

Upon submittal, the application shall be reviewed in its totality, considering all information obtained relative thereto. After consideration of the application, the police department shall, within ten (10) business days of application, approve or deny the application review the application within ten business days. Each applicant shall pay to the village clerk, a nonrefundable registration fee of \$30.00. No certificate of registration shall be issued to any person who has been convicted of the commission of a felony under the laws of the State of Illinois or any other state or federal law in the United States, within five (5) years of the date of the application; nor to any person who has

been convicted of a violation of any of the provisions of this chapter, nor to any person whose certificate of registration issued hereunder has been previously revoked, as herein provided.

If such a conviction is determined to be a part of the applicant's record, the village clerk shall deny said permit certificate of registration. If approved, the registration fee shall be for the period commencing on the date of issuance of said registration and expiring thirty (30) days after the date of said registration. If denied, the registration fee shall not be refunded.

The office of the village clerk shall keep an accurate record of every application received and acted upon, together with all other information and data pertaining thereto, and all certificates of registration issued or applications denied.

If the applicant does not provide the necessary information or qualify for such certificate of registration, pursuant to the provisions of this chapter, and the issuance of a certificate of registration to the applicant would not be in accord with the intent and purpose of this chapter, then the office of the village clerk shall deny the application. If denied, endorsement shall be made by the office of the village clerk upon the application. If the applicant provides the necessary information and is found to be fully qualified, the certificate of registration shall be issued within five (5) business days of the application approval so long as the application fees have been fully paid.

Sec. 13-4. - Possession of certificate of registration; form.

(a) Each person shall at all times, while engaged in the business of soliciting or canvassing in the village, carry and display (so as to be easily seen by any person) upon his or her person the registration certificate certificate of registration, and the same shall further be presented for additional review, by such registrant whenever he or she is required to do so by any police officer or by any person solicited. The solicitor identification certificate shall be in substantially the following form:

(Front)

VILLAGE OF MONTGOMERY, ILLINOIS SOLICITOR IDENTIFICATION

Name
Employer Company
Company for whom products/services are being solicited
Expires
This is not an endorsement of Pproduct.
No
Village Clerk
(Back)
This registration is valid for 30 days from issuance.

- (b) Card must be displayed (so as to be easily seen by any person) and presented to any property owner or police officer.
- (c) Card may be revoked upon violation of any village ordinance, federal law, state law, or other applicable regulation, as more specifically set forth in Section 13-5.

No one shall act as a canvasser or solicitor, or shall sell at residences without the previous consent of the occupant for the purpose of soliciting or canvassing except between the hours of 9:00 a.m. and 8:00 p.m. Monday through Saturday. No one shall act as a canvasser or solicitor, or shall sell at residences without the previous consent of the occupant for the purpose of soliciting or canvassing except between the hours of 10:00 a.m. and 5:00 p.m. on Sunday.

Sec. 13-5. – Revocation of registration.

Any registration may be revoked by the village clerk for the following reasons: because of any violation by the registrant of this chapter or of any other ordinances of the village, or of the state or federal law, or whenever the registrant shall cease to possess the qualifications or character required by this chapter for the original registrant.

- (a) violation of any provision of the Village Code of Ordinances, including the provisions of this chapter;
- (b) violation of any provision of State law;
- (c) violation of any provision of Federal law;
- (d) changes in the information provided on the registration application set forth in Section 13-2;
- (e) ceases to possess the character qualifications required by Section 13-3;
- (f) violation of any other applicable rule or regulation, or otherwise engages in behavior which the Village's Police Department determines to be threatening or posing a danger to the Village and its residents.

Sec. 13-6. - Hours.

No one shall act as a canvasser or solicitor, or shall sell at residences without the previous consent of the occupant for the purpose of soliciting or canvassing except between the hours of 9:00 a.m. and 8:00 p.m., Monday through Saturday. No one shall act as a canvasser or solicitor, or shall sell at residences without the previous consent of the occupant for the purpose of soliciting or canvassing except between the hours of 10:00 a.m. and 5:00 p.m. on Sunday.

Sec. 13-7. - Posting of no solicitors signs.

(a) The owner or resident of any premises in the village shall determine whether solicitors shall be, or shall not be, invited onto his or her premises. Only solicitors having a valid certificate of registration shall engage in solicitation within the village unless said solicitor has previously been invited by an owner or resident of the premises. In the interest of safety, no child under the age of fourteen (14) shall be allowed to solicit in the village unless said child is supervised by an adult

who has registered pursuant to this chapter.

- (a) (b) Residents and other persons within the village shall be entitled to post a "No Solicitors", "No Solicitation", or other similar sign on the property which they own or occupy, where it is reasonably visible to individuals who may approach the house, apartment, building or other edifice near or on which the sign is posted, in order to notify any such individual that no solicitation, canvassing or peddling of any type is desired by the occupant without the occupant's prior approval.
- (b) (c) It shall be unlawful for any person, whether engaging in commercial or noncommercial canvassing, solicitation, or other similar enterprise, to, when entering upon a premises which has a reasonably visible "No Solicitors" or other similar sign, continue with the attempted canvassing or solicitation. Upon sight of such sign, the canvasser or solicitor must leave the premises. If such sign is reasonably visible, the canvasser or solicitor shall be presumed to have seen the sign and shall be in violation of this chapter if he or she attempts his or her canvassing or solicitation. Any owner or resident may also restrict solicitation or limit the hours during which solicitors are invited to his or her residence by posting that intention as provided in this section. Such sign, so exhibited shall constitute sufficient notice to any solicitor of the owner's or resident's desire to restrict solicitation or to limit the solicitor's hours.
- (d) Notwithstanding whether a sign has been posted, any solicitor is required to depart immediately upon request.

Sec. 13-8. - Exceptions.

Sections 13-1 through 13-5 of this chapter shall not apply to charitable, religious or political canvassers or solicitors, or any other noncommercial canvassers or solicitors. Sections 13-6 and 13-7 shall apply to all individuals undertaking any commercial or noncommercial canvassing or solicitation, with the exception that no part of this chapter shall apply to officers or employees of the village, county, state or federal governments, or any subdivision thereof, when on official business.

Sec. 13-9. - Violations.

- (a) It is hereby unlawful and shall constitute a nuisance for any person, whether registered under this chapter or not, to go upon any premises and ring the doorbell upon or near any door, or create any sound in any manner calculated to attract the attention of the occupant's of such residence, for the purpose of securing an audience with the occupant thereof, and engaging in soliciting as herein defined, in defiance of the notice exhibited at the residence in accordance with the provisions of this chapter.
- (b) It is hereby declared unlawful and shall constitute a nuisance for any person, whether registered under this chapter or not, to go upon any premises and ring the doorbell upon or near the door of a residence located thereon, or rap or knock upon any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the

purpose of securing an audience with the occupant thereof and engage in soliciting as herein defined, outside of the hours set forth in Section 13-6. Individual owners and residents may further restrict the hours of soliciting on their property by posting a notice pursuant to section 13-7 of this chapter.

- (c) It is hereby declared unlawful and shall constitute a nuisance for any person, whether registered under this chapter or not, to fail to depart from the premises upon the request of the owner/occupant.
- (d) Any person who shall violate any provision of this chapter is guilty of a petty offense for which the offender may be fined an amount in accordance with section 1-8 or 1-10 of this Code. For purposes of section 1-10, a violation hereof, shall be treated as a Type 2 offense.

SECTION TWO: GENERAL PROVISIONS

Village Clerk of the Village of Montgomery

<u>REPEALER</u>: All ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

<u>SEVERABILITY</u>: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction; the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

<u>EFFECTIVE DATE</u>: This Ordinance shall be in full force and effect from and after its approval, passage and publication in pamphlet form as provided by law.

PASSED	AND	APPR	OVED	by the	e President	and	Board	of Ti	rustees	of the	Village	of
Montgome	ry, Ka	ne and l	Kendall	Counti	es, Illinois	this _	day	of		, 20	19.	
C	•											
Matthew B	rolley											
President o	f the E	oard of	Trustee	es of th	e Village of	Mon	tgomery	y				
ATTEST:												
Penny Fitz	patrick											

Page 9 of 10

	Aye	Nay	Absent	Abstain
Trustee Tom Betsinger				
Trustee Dan Gier				
Trustee Steve Jungermann				
Trustee Denny Lee				
Trustee Doug Marecek				
Trustee Theresa Sperling				
Village President Matthew Brolley				

Village of Oswego - current solicitor regulations

Chapter 9 PEDDLERS, SOLICITORS, AND ITINERANT MERCHANTS

3-9-1: DEFINITIONS:

For the purpose of this chapter, the following words as used herein shall be construed to have the meanings herein ascribed:

COMMERCIAL GAIN: Any business, corporation, association or natural person established for pecuniary gain.

LICENSED ITINERANT MERCHANT: Any person who has obtained a valid license as hereinafter provided, who is not otherwise exempted under this chapter and who upon private premises transports tangible personal property for retail sale or for a temporary period, establishes a display or sample room, or who occupies any kind of structure, building, room or vacant lot for the purposes of selling, offering or displaying for sale, or taking orders or subscriptions for future delivery of, tangible personal property, at retail and who does not maintain in this village an established office, distribution house, sales house, warehouse, service center or residence from which such business is conducted.

LICENSED PEDDLER: Any person who has obtained a valid license as hereinafter provided, who is not otherwise exempted under this chapter and who travels from place to place within the village, by foot or by other conveyance, selling for profit or offering for sale, barter or exchange any commodity, article or service, and rendering immediate delivery thereof.

LICENSED SOLICITOR: Any person who has obtained a valid license as hereinafter provided, who is not otherwise exempted under this chapter and who engages in any one or more of the following activities including:

- (A) Seeking to obtain orders for the purchase of any article, commodity, or service whatsoever, for any kind of consideration whatsoever;
- (B) Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or character. (Ord. 10-55, 7-20-2010)

3-9-2: LICENSE REQUIRED:

Every person or entity desiring to engage in peddling, soliciting or itinerant merchandising for commercial gain within the village is hereby required to make written application for a license as hereinafter provided, unless otherwise exempted hereunder. It shall be unlawful for any person to engage in peddling, soliciting or itinerant merchandising for commercial gain without having first obtained said license except as provided in subsection 3-9-4(H) of this chapter. (Ord. 10-55, 7-20-2010)

3-9-3: APPLICATION FOR LICENSE:

- (A) Application for a license shall be made upon a form provided by the village's police department and filed with such department. The applicant shall truthfully state in full the information requested on the application including:
 - 1. Name, address of present place of residence of applicant, length of residence at such address, business address if other than residence address, and social security number;
 - 2. Address of place of residence of applicant during the past three (3) years if other than present address;
 - 3. State issued photo ID card for proof of identity and verification of age of the applicant;
 - Physical description of applicant;
 - 5. Name and address of the person, firm, corporation or association whom the applicant is employed by or represents; and the length of time of such employment or representation;
 - 6. Name and address of employer of the applicant during the past three (3) years if other than the present employer;
 - 7. Description sufficient for identification of the subject matter of the peddler, solicitor or itinerant merchant which the applicant will engage in;
 - 8. Period of time for which license is applied for;
 - 9. The date, or approximate date, of the latest previous application for license under this chapter, if any;
 - 10. Whether a license issued to the applicant under this chapter has ever been denied or revoked;
 - 11. Whether the applicant has ever been convicted of a violation of any of the provisions of this chapter or an ordinance of any other Illinois municipality regulating peddling, soliciting, or itinerant merchandising;
 - 12. Whether the applicant has ever been convicted of a felony under the laws of the State of Illinois or any other State or Federal law of the United States;
 - 13. The applicant shall provide a full set of fingerprints for the purposes of conducting a background investigation.
- (B) All statements made by the applicant upon the application or in connection therewith shall be under oath.
- (C) The Chief of Police or designee shall require applicants to submit to fingerprinting by the Police Department in connection with the application for license. (Ord. 10-55, 7-20-2010)

- (D) The Chief of Police or designee shall cause to be kept in his/her office an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all licenses issued under the provisions of this chapter and of the denial of applications. (Ord. 17-36, 8-1-2017)
- (E) No license shall be issued to any person who has been convicted of a felony under the laws of the State of Illinois or any other State or Federal law of the United States, within five (5) years of the date of the application; nor to any person who has an active, unpaid violation or conviction of any provision of this chapter, nor to any person whose license hereunder has previously been revoked as herein provided, nor to any person convicted of a crime involving dishonesty, fraud, deception or similar offense. (Ord. 10-55, 7-20-2010)

3-9-4: LICENSE FEES:

(A) Monthly Or Annual License: Any applicant seeking a license hereunder may apply for a license monthly (1 month) or annually (1 year), which fees shall be as follows:

Annual	\$100.00
Monthly	50.00

- (B) Number Of Applicants Covered: The annual and monthly fee shall be applied to each license listing up to five (5) applicants. An additional five dollars (\$5.00) per person shall apply to the sixth and each consecutive applicant per license.
- (C) Fingerprint Fee: A fingerprint fee of forty dollars (\$40.00) per person for a fingerprint of nonresident or nonbusiness owner(s) shall apply to each person listed in a license application. An additional fee, per person, will apply for all Livescan fingerprint submittals; said fee amount will be determined by the Illinois State Police. (Ord. 15-61, 10-20-2015)
- (D) Nonrefundable: All fees are nonrefundable and shall be paid at the time application is made.
- (E) Prior Payment: No license shall be issued without prior payment of fees.
- (F) Insurance Companies: No license fee shall be required of insurance companies or their agents.
- (G) Bond Required; Itinerant Merchant:
 - 1. Itinerant merchants shall be required to file with the Chief of Police or designee a surety bond or a cash deposit in an amount not less than fifty percent (50%) of the wholesale value of the merchandise that the applicant intends to offer for sale. Such bond or deposit to be held for the benefit of any person who suffers loss or damage as a result of the purchase of

merchandise from said person licensed under this chapter or as the result of the negligent or intentionally tortuous act of the person licensed under this chapter. Action on the bond or deposit may be brought by any person.

Surety bonds may not expire sooner than two (2) years from December 31 following the issuance of the license under this chapter. The Village shall transfer the bond or deposit to the Attorney General of the State of Illinois within fourteen (14) days after the applicant ceases to do business in the Village, pursuant to the law.

No license shall be issued until the surety bond or cash deposit has been filed with the Chief of Police or designee.

(H) Exemptions:

- 1. Prior Invitation: Any person who, for the purposes of selling or taking orders for sale of merchandise or services, has been previously invited by the occupant of a residence to call thereon.
- 2. Newspaper, Book And Periodical Vendors: Any person who sells or distributes any newspaper, book or other periodical.
- 3. Farmer, Fruit And Vine Grower And Gardener: Any farmer, fruit and vine grower or gardener, who sells the products of their own farm, orchard, vineyard or garden, provided he does not obstruct streets, sidewalks or other public places within the Village.
- 4. Nonprofit Organizations: Any person engaged in peddling or soliciting which is not prohibited by law on behalf of a charitable, religious or nonprofit organization organized as a not for profit corporation under State or Federal law.
- 5. First Amendment Activities: Any person exercising their first amendment rights, including the free exercise of religion, the freedom of speech or press, the right of assembly and not engaged in peddling, soliciting or itinerant merchandising for commercial gain. (Ord. 10-55, 7-20-2010)

3-9-5: ISSUANCE OF LICENSE:

Upon receipt of any application for a license hereunder, the Chief of Police or designee shall, within three (3) business days of the applicant submitting to fingerprinting at the Village of Oswego Police Department, issue the license to any applicant hereunder, provided that the applicant has complied with all application requirements, paid all fees pursuant to this chapter, and no grounds exist to deny the license pursuant to subsection 3-9-3(E) of this chapter. If any application for a license is denied, the Chief of Police or designee shall so notify the applicant in writing by stating the specific reason(s) for such denial.

An annual license shall be valid for a period of one (1) year from the date in which said license is issued. A monthly license shall be valid for a period of thirty (30) days from the date of its issuance. Any license issued hereunder shall be nontransferable and shall not be prorated. (Ord. 10-55, 7-20-2010)

3-9-6: PENALTIES:

Any person found liable/guilty by a preponderance of the evidence of a violation of this chapter in an administrative/judicial hearing shall be subject to a Class IV fine, plus applicable hearing costs, as provided in subsection 1-4-3(G) of this Code. (Ord. 10-55, 7-20-2010)

3-9-7: NOTICE REGULATING PEDDLING AND SOLICITING:

Every person desiring to secure the protection intended to be provided by the regulations pertaining to peddling and soliciting contained in this chapter shall comply with the following directions:

- (A) Any owner or resident may restrict peddling and/or soliciting or limit the hours during which peddlers and/or solicitors are invited to his or her residence by posting that intention as provided in this section. (Ord. 10-55, 7-20-2010)
- (B) Notice of the determination by the occupant of the refusal of invitation to peddlers and/or solicitors or a restriction to peddlers and/or solicitors or a restriction on hours during which peddlers and/or solicitors are invited at any residence, shall be given in the following manner:
 - 1. A weatherproof card, approximately three inches by four inches (3" x 4") in size, shall be exhibited upon or near the main entrance door to the residence, indicating the determination of the occupant, in substantially the following:

NO PEDDLERS AND/OR SOLICITORS INVITED

or

PEDDLING AND/OR SOLICITING LIMITED TO THE HOURS OF .

- 2. The letters shall be at least one-third inch $(\frac{1}{3})$ in height.
- 3. Such card, or similar sign, so exhibited shall constitute notice to any peddler and/or solicitor of the determination by the occupant of the residence of the information contained thereon. (Ord. 17-36, 8-1-2017)

3-9-8: DUTY OF PEDDLERS AND SOLICITORS:

(A) It shall be the duty of every peddler and solicitor upon going onto any premises in the Village to first examine the notice provided for in section 3-9-7 of this chapter, if any is given or attached, and be governed by the statement contained on the notice. It is hereby declared to be unlawful and shall constitute a nuisance for any person to go upon any premises and ring the doorbell upon or near any door, in defiance of the notice exhibited at the residence in accordance with the provisions of section 3-9-7 of this chapter. If the peddler or solicitor is calling during a time when the resident has restricted peddling and/or solicitation or a notice pursuant to section

<u>3-9-7</u> of this chapter is posted, then the peddler or solicitor whether registered or not, shall immediately and peacefully depart from the premises. Any peddler or solicitor who has gained entrance to or who is on any premises, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant. Peddling and soliciting on streets or ways or in public areas is expressly prohibited. (Ord. 10-55, 7-20-2010; amd. Ord. 15-61, 10-20-2015)

(B) Any person licensed pursuant to this chapter shall, at all times while engaged in the activities defined herein, keep said license in his possession and shall display the same upon the demand of any police officer or upon the request of any person whose premises he seeks to enter. (Ord. 10-55, 7-20-2010)

3-9-9: TIME LIMIT ON PEDDLING AND SOLICITING:

It is hereby declared to be unlawful and shall constitute a nuisance for any person whether registered under this chapter or not, to go upon any premises and ring the doorbell upon or near any door of a residence located thereon, or rap or knock upon any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purposes of securing an audience with the occupant thereof and engage in "peddling", or "soliciting" as herein defined, before nine o'clock (9:00) A.M. or after seven o'clock (7:00) P.M., Monday through Friday, or prior to nine o'clock (9:00) A.M. or after five o'clock (5:00) P.M. on Saturday, or at any time on a Sunday or on a State or national holiday. (Ord. 10-55, 7-20-2010)

3-9-10: LIMITATIONS ON PEDDLING AND SOLICITING IN STREETS:

No person shall stand on a highway within the Village for the purpose of soliciting contributions or selling anything to occupants of any vehicle. (Ord. 15-61, 10-20-2015)



Reviewed By:

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

Agenda Item Number

Administration Committee #2

Tracking Number

ADM 2019-37

Agenda Item Summary Memo

Title: Monthly Trea	asurer's Report for S	June and July 2019
Meeting and Date:	City Council – Au	ugust 27, 2019
Synopsis:		
Council Action Pre	viously Taken:	
Date of Action: AD	M 08-21-19 A	ction Taken: Moved forward to City Council agenda.
Item Number: AD	M 2019-37	
Type of Vote Requi	ired: Majority	
Council Action Rec	uested: Approval	
	D 1 D 1:1	
Submitted by:	Rob Fredricks Name	Son Finance Department
	A	genda Item Notes:



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending June 30, 2019

Cash Basis

	June Revenues	YTD Revenues	Revenue Budget	% of Budget	June Expenses	YTD Expenses	Expense Budget	% of Budget
General Fund								
01 - General	\$ 2,640,449	\$ 3,999,104	\$ 16,469,238	24%	\$ 1,362,806	\$ 2,632,282	\$ 16,469,238	16%
Special Revenue Funds								
15 - Motor Fuel Tax	39,952	83,416	534,904	16%	6,149	12,298	718,788	2%
79 - Parks and Recreation	195,362	458,878	2,244,988	20%	174,655	395,985	2,343,405	17%
72 - Land Cash	3,231	409,347	58,435	701%	-	-	104,850	0%
87 - Countryside TIF	64,536	64,632	232,318	28%	939	54,541	923,808	6%
88 - Downtown TIF	30,835	39,502	80,000	49%	222,088	225,399	426,484	53%
89 - Downtown TIF II	9,875	11,875	-	0%	-	-	35,000	0%
11 - Fox Hill SSA	5,793	6,935	13,381	52%	-	-	30,977	0%
12 - Sunflower SSA	7,632	8,915	18,140	49%	-	-	13,977	0%
Debt Service Fund								
42 - Debt Service	27,988	55,153	324,025	17%	16,775	16,775	324,025	5%
Capital Project Funds								
25 - Vehicle & Equipment	15,428	42,655	161,112	26%	6,491	12,982	295,470	4%
23 - City-Wide Capital	222,653	247,830	3,922,029	6%	26,281	99,373	4,548,408	2%
Enterprise Funds								
* 51 - Water	717,403	804,785	4,699,931	17%	199,818	396,832	5,770,144	7%
* 52 - Sewer	300,429	379,007	2,149,679	18%	185,788	234,644	2,538,097	9%
Library Funds								
82 - Library Operations	641,006	776,561	1,576,751	49%	138,204	221,507	1,620,345	14%
84 - Library Capital	4,479	14,341	50,100	29%	2,241	2,241	75,500	3%
Total Funds	\$ 4,927,051	\$ 7,402,937	\$ 32,535,031	23%	\$ 2,342,234	\$ 4,304,859	\$ 36,238,516	12%

^{*} Fund Balance Equivalency

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



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending July 31, 2019

Cash Basis

TLE Y		Beginning Fund Balance (unaudited)	July Revenues	YTD Revenues	Revenue Budget	% of Budget	July Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund	_										
01 - General	:	\$ 6,879,816	\$ 994,046	\$ 4,993,150	\$ 16,469,238	30%	\$ 1,082,394	\$ 3,700,678	\$ 16,469,238	22%	\$ 8,172,288
Special Revenue Fun	ıds										
15 - Motor Fuel 7	Tax	635,380	36,243	119,659	534,904	22%	473,852	486,150	718,788	68%	268,889
79 - Parks and Re	ecreation	452,913	224,445	683,322	2,244,988	30%	204,083	600,068	2,343,405	26%	536,168
72 - Land Cash		211,832	4,410	413,757	58,435	708%	-	-	104,850	0%	625,589
87 - Countryside	TIF	(422,460)	619	65,252	232,318	28%	1,064	55,606	923,808	6%	(412,814)
88 - Downtown T	ΓIF	(1,024,517)	406	39,908	80,000	50%	3,354	228,753	426,484	54%	(1,213,363)
89 - Downtown T	ΓΙF II	(2,736)	271	12,146	-	0%	753	753	35,000	2%	8,658
11 - Fox Hill SSA	A	10,484	200	7,135	13,381	53%	2,357	2,357	30,977	8%	15,261
12 - Sunflower S	SA	(22,625)	294	9,209	18,140	51%	4,275	4,275	13,977	31%	(17,691)
Debt Service Fund											
42 - Debt Service	e	-	29,236	84,389	324,025	26%	-	16,775	324,025	5%	67,614
Capital Project Fund	ls										
25 - Vehicle & E	quipment	496,041	22,620	65,275	161,112	41%	6,491	33,471	496,470	7%	527,845
23 - City-Wide C		629,427	25,651	273,481	3,922,029	7%	114,367	213,740	4,548,408	5%	689,169
Enterprise Funds											
* 51 - Water		3,533,027	84,315	889,100	4,699,931	19%	181,381	578,213	5,770,144	10%	3,843,914
* 52 - Sewer		1,110,251	71,825	450,832	2,149,679	21%	61,621	296,265	2,538,097	12%	1,264,818
Library Funds											
82 - Library Oper	rations	554,270	31,777	808,337	1,576,751	51%	55,325	276,832	1,620,345	17%	1,085,775
84 - Library Capi		83,260	7,356	21,697	50,100	43%	4,408	6,649	75,500	9%	98,308
	Total Funds _	13,124,363	\$ 1,533,713	\$ 8,936,650	\$ 32,535,031	27%	\$ 2,195,725	\$ 6,500,584	\$ 36,439,516	18%	\$ 15,560,429

^{*} Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Treasurer



Reviewed By:

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

Agenda Item Number

Administration Committee #3

Tracking Number

ADM 2019-42

Agenda Item Summary Memo

Title: Fiscal Year 2019 – Fox Hill SSA Budget Amendment							
Meeting and Date	: City Council –	- August 27, 2019)				
Synopsis: Please	see attached mem	0.					
Council Action Pr	reviously Taken:						
Date of Action: Al	DM 08-21-19	Action Taken:	Moved forward to City Council agenda.				
Item Number: Al	DM 2019-42						
Type of Vote Req	uired: Supermajo	ority (6 out of 9)					
Council Action R	equested: Approv	/al					
Submitted by:	Rob Fredrick	Kson	Finance				
•	Name	2	Department				
		Agenda Item N	Notes:				



Memorandum

To: Administration Committee

From: Rob Fredrickson, Finance Director

Date: August 14, 2019

Subject: Fiscal Year 2019 Proposed Budget Amendment

For Fiscal Year Ended 2019, all City Funds, less one, are expected to come in under budget, including all major operating funds (General, Water, Sewer, Library, Parks & Recreation, etc.).

The lone exception is the (11) Fox Hill SSA Fund, which is anticipated to go slightly over budget by \$618 in its outside repair and maintenance (11-111-54-00-5495) line item (\$6,000 budgeted v. \$6,618 actual). The overage is due to the timing of fertilizer and weed prevention treatments of the common areas that the City mows and maintains.

As has been the City's past practice, Funds that nominally exceed their budgetary amounts due to explanatory circumstance have been amended, per the recommendation of the City's auditors, to better reflect the changing plans of management/City Council and to avoid auditor comment. Although this may seem a bit "after the fact" to amend the 2019 budget after the fiscal year has ended, not doing so will result in the same audit comment that we received in the 2012 CAFR (included in the attached packet).

Budget worksheets have been attached for the (11) Fox Hill SSA Fund, showing the Fiscal Year 2019 original and proposed budgetary changes (highlighted in yellow). The amended budget amounts are derived from FY 2019 actual expenditures (unaudited). A budget ordinance has also been attached for your review and consideration.

Ordinance No. 2019-

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

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

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

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

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

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

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

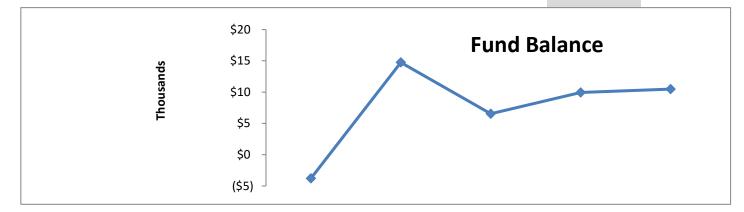
Section 2: This ordinance shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Coun	ncil of the United	City of Yorkville, Kendall Cou	nty, 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 Ma	yor of the United	City of Yorkville, Kendall Cor	unty, Illinois, this
day of	, 2019.		
		MAYOR	

FOX HILL SSA FUND (11)

This fund was created for the purpose of maintaining the common areas of the Fox Hill Estates (SSA 2004-201) subdivision. Revenues for the fund are derived from property taxes levied on homeowners in the subdivision.

				FY 2019	FY 2019
	FY 2016	FY 2017	FY 2018	Adopted	Amended
	Actual	Actual	Actual	Budget	Budget
Revenue					
Taxes	7,072	7,263	9,366	13,381	13,381
Other Financing Sources	-	22,000	-	-	-
Total Revenue	7,072	29,263	9,366	13,381	13,381
Expenditures					
Contractual Services	26,314	10,741	17,552	8,835	9,455
Total Expenditures	26,314	10,741	17,552	8,835	9,455
Surplus (Deficit)	(19,242)	18,522	(8,186)	4,546	3,926
Ending Fund Balance	(3,780)	14,742	6,556	9,954	10,482
	-14.4%	137.2%	37.4%	112.7%	110.9%



United City of Yorkville Fox Hill Special Service Area Fund

11 FOX HILL SSA FUND REVENUE

Account	Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 Amended
Taxes						
11-000-40-00-4000	PROPERTY TAXES	7,072	7,263	9,366	13,381	13,381
	Total: Taxes	\$7,072	\$7,263	\$9,366	\$13,381	\$13,381
Other Financing Sources						
11-000-49-00-4910	SALE OF CAPITAL ASSETS	-	22,000	-	-	-
	Total: Other Financing Sources	\$0	\$22,000	\$0	\$0	\$0
	Total: FOX HILL SSA REVENUE	<u>\$7,072</u>	<u>\$29,263</u>	<u>\$9,366</u>	<u>\$13,381</u>	<u>\$13,381</u>

United City of Yorkville Fox Hill Special Service Area Fund

111 FOX HILL SSA EXPENDITURES

		FY 2016	FY 2017	FY 2018	FY 2019	FY 2019
Account	Description	Actual	Actual	Actual	Adopted	Amended
Contractual Services						
11-111-54-00-5417	TRAIL MAINTENANCE	21,141	-	-	-	-
11-111-54-00-5462	PROFESSIONAL SERVICES	-	-	2,138	2,835	2,835
11-111-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	5,173	10,741	15,414	6,000	6,620
	Total: Contractual Services	\$26,314	\$10,741	\$17,552	\$8,835	\$9,455
	Total: FOX HILL SSA EXPENDITURES	<u>\$26,314</u>	<u>\$10,741</u>	<u>\$17,552</u>	<u>\$8,835</u>	<u>\$9,455</u>

UNITED CITY OF YORKVILLE, ILLINOIS

Notes to the Financial Statements April 30, 2012

NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY – Continued

BUDGETARY INFORMATION – Continued

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior the May 1, the Mayor submits to the City Council the proposed budget for the fiscal year commencing the following May1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted at the City offices to obtain taxpayer comments.
- Prior to May 1, the budget is legally adopted by a vote of the City Council through passage of an ordinance.
- The budget officer is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

EXCESS OF ACTUAL EXPENDITURES OVER BUDGET IN INDIVIDUAL FUNDS

The following funds had an excess of actual expenditures over budget as of the date of this report:

Fund		Excess	
Fox Hill Special Service Area		860	
Land Cash		35,836	
Countryside TIF		42	
Municipal Building		750	

DEFICIT FUND EQUITY

The following funds had deficit fund equity as of the date of this report:

Fund	Deficit
	
Land Cash	\$ 294,778
Municipal Building	579,374
Recreation Center	220,001



Reviewed By:

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

Agenda Item Number

Administration Committee #4

Tracking Number

ADM 2019-43

Agenda Item Summary Memo

Title: Resolution A	pproving the Decl	elaration of Trust of the Illinois Trust
Meeting and Date:	City Council – A	August 27, 2019
Synopsis: Please se	e attached memo.).
Council Action Pre	viously Taken:	
Date of Action: ADI	M 08-21-19 A	Action Taken: Moved forward to City Council agenda.
Item Number: ADI	M 2019-43	
Type of Vote Requi	red: Majority	
Council Action Req	uested: Approval	al
Submitted by:	Rob Fredricks Name	Son Finance Department
		Agenda Item Notes:



Memorandum

To: Administration Committee

From: Rob Fredrickson, Finance Director

Date: April 9, 2019

Subject: Illinois Trust – Investment Options

Summary

Adopt a resolution approving the Declaration of Trust of the Illinois Trust (Exhibit B) and authorize certain officials (Finance Director and City Administrator) to act on the City's behalf.

Background

Illinois Trust is a diversified, actively managed investment trust specifically designed to meet the short-term cash and investment needs of municipalities, school districts and other local governments. The Trust is managed by PFM Asset Management LLC (SEC Registered Advisor) and currently has over \$1.3 billion in assets under management in Illinois (\$125.7 billion nationwide). In addition, Illinois Trust and has over 180 governmental clients across the State, including the nearby municipalities of Oswego, Montgomery, Geneva and North Aurora.

Illinois Trust is comprised of two investment vehicles within their Illinois Portfolio: the IIIT Class and Illinois Term. The IIIT Class, commonly referred to as the Illinois Trust Local Government Investment Pool (LGIP), is a stable government investment pool, that provides daily liquidity and seeks to maintain a constant net asset value of \$1 per share (i.e. preserve principal). The Illinois Trust LGIP is rated AAAm (highest rating) by Standard & Poor's Global Ratings (please see Exhibit C), which demonstrates an extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. Furthermore, only Illinois statutory approved investments comprise the portfolio of the Illinois Trust LGIP (please see Exhibit D). The Illinois Trust LGIP is similar in both form and composition to the Illinois Funds (both Funds are rated AAAm by S&P) and would be an appropriate alternative to the Illinois Funds, depending on each Funds respective yields. The second investment vehicle within Illinois Trust is the Illinois Term (AAAf rated by Fitch Ratings Inc.) option; whereby funds can be invested for a fixed period of time ranging from 60 days to one year.

In addition to the investment offerings listed above, Illinois Trust also offers the option of investing in FDIC insured Certificates of Deposit (Bank CD's). This provides additional options for the City, as staff can compare CD rate offerings between Illinois Trust and PMA (current broker), in order to maximize return over a given time period.

Recommendation

Staff recommends approval of the attached resolution (Exhibit A).

	nı	

RESOL	LUTION No	. 2019-	

A RESOLUTION APPROVING THE DECLARATION OF TRUST OF THE ILLINOIS TRUST (FORMERLY KNOWN AS THE ILLINOIS INSTITUTIONAL INVESTORS TRUST) AND AUTHORIZING THE EXECUTION THEREOF, AND AUTHORIZING CERTAIN OFFICIALS TO ACT ON BEHALF OF THE UNITED CITY OF YORKVILLE

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

WHEREAS, the Mayor and City Council (the "Corporate Authorities") of the United City of Yorkville (the "Agency") have been presented with and reviewed the Declaration of Trust dated October 18, 2002 (the "Declaration of Trust"); and,

WHEREAS, the Declaration of Trust creates a common law trust (the "Trust") to provide an instrumentality and agency through which public agencies organized under the laws of the State of Illinois may jointly act, agree, and cooperate in accordance with the laws of the State of Illinois in the performance of their responsibilities to invest available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the laws of the State of Illinois, from time to time in effect, governing the investment of the funds of public agencies; and,

WHEREAS, the Corporate Authorities of the Agency have also been presented with and reviewed the appropriate Information Statement providing detailed information about the investment objectives, organization, structure, and operation of the Trust and its investment opportunities; and,

WHEREAS the Agency is a public agency and unit of local government within the meaning of Section 10 of Article VII of the 1970 Constitution of the State of Illinois (the "Illinois Constitution"), the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and the Public Funds Investment Act, 30 ILCS 235/0.01, et seq., and is authorized to enter into intergovernmental agreements, including the Declaration of Trust, pursuant to, inter alia, the provisions of Section 10, Article VII of the Illinois Constitution, the Intergovernmental Cooperation Act, and the Public Funds Investment Act; and,

WHEREAS, the Agency does hereby find that by entering into the Declaration of Trust and becoming a Participant (as such term is defined in Section 1.4 of the Declaration of Trust) in the Trust, it shall be better able to perform its responsibility to invest its funds in accordance with the laws of the State of Illinois; and,

WHEREAS, the Agency does hereby find and declare that it is in the best interest of the residents of the Agency that the Agency enter into the Declaration of Trust, become a Participant of the Trust, and use the Trust's services from time to time at the discretion of the Finance Director.

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

Section 1. The facts and statements contained in the preamble to this Resolution are hereby found to be true and correct and are hereby adopted as part of this Resolution

Section 2. The terms and conditions of the Declaration of Trust are hereby approved, and the Agency is hereby authorized to become a Participant in the Trust. The persons listed below are authorized to execute said Declaration of Trust and enter into the Intergovernmental Agreement, and said persons are duly authorized present incumbents of said offices; and actual samples of their respective signatures are listed below:

Print Name	Title	Signature
Print Name	Title	Signature
Section 3. This reapproval according to law		nd effect from and after its passage and
Passed by the City Counc	il of the United City of Yorkvill	le, Kendall County, Illinois this
day of	, 2019.	
		CITY CLERK
KEN KOCH	DAN TRAN	NSIER
JACKIE MILSCHEWSK	I ARDEN JO	E PLOCHER
CHRIS FUNKHOUSER	JOEL FRIE	DERS
SEAVER TARULIS	JASON PET	TERSON
Approved by me, as Ma	ayor of the United City of Y	orkville, Kendall County, Illinois, this
day of	, 2019.	
		MAYOR

I hereby certify that the foregoing is a full, true and complete transcript of a Resolution
that was adopted at the meeting held on, 2019.
I do further certify that the deliberations of the Mayor and City Council on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, and that the Mayor and City Council has complied with said Act and with all of the procedural rules of the Mayor and City Council.
I do further certify that such Resolution is in full force and effect as of the date hereof, and that such Resolution has not been modified, amended, or rescinded since its adoption.
City Clerk
Date:



An Illinois Entity formed pursuant to the 1970 Constitution of the State of Illinois, the Intergovernmental Cooperation Act, and the Public Funds Investment Act.

ILLINOIS INSTITUTIONAL INVESTORS TRUST

DECLARATION OF TRUST

October 18, 2002

Amended and Restated April 26, 2007

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THIS DECLARATION OF TRUST made as of the 18th day of October 2002, and as amended and restated as of April 26, 2007.

WITNESSETH

WHEREAS, Section 10 of Article VII of the 1970 Constitution of the State of Illinois (the "Illinois Constitution") provides, *inter alia*, that "Units of local government and school districts may contract or otherwise associate among themselves...to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance," and further provides that "Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, Section 1 of Article VII of the Illinois Constitution provides that:

"Units of local government" means counties, municipalities, townships, special districts, and units, designated as units of local government by law, which exercise limited governmental powers or powers in respect to limited governmental subjects, but does not include school districts;

and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the "Intergovernmental Cooperation Act") provides that "any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State...except where specifically and expressly prohibited by law"; 5 ILCS 220/3; and

WHEREAS, the Intergovernmental Cooperation Act defines the term "public agency" as:

Any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, and public building commission, the State of Illinois, any agency of the state government or of the United States, or of any other state, any political subdivision of another state, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement;

and

WHEREAS, the Public Funds Investment Act, 30 ILCS 235/0.01 *et seq.*, (the "Public Funds Investment Act") provides that "Any public agency may invest any public funds" in the authorized investments provided for in that Act, 30 ILCS 235/2; and

WHEREAS, the Public Funds Investment Act defines the term "public agency" as follows:

The words "public agency" as used in this Act, "mean the State of Illinois, the various counties, townships, cities, towns, villages, school districts, educational service regions, special rural districts, public water supply districts, fire protection districts, drainage districts, levy districts, sewer districts, housing authorities, the Illinois Bank Examiners Education Foundation, the Chicago Park District, and all other political corporations or subdivisions of the State of Illinois, now or hereafter created, whether herein specifically mentioned or not";

and

WHEREAS, the Initial Participants are public agencies and units of local government within the meaning of the Illinois Constitution, the Intergovernmental Cooperation Act, and the Public Funds Investment Act, and are authorized to enter into this Declaration of Trust pursuant to, *inter alia*, the provision of Section 10, Article VII of the Illinois Constitution, the Intergovernmental Cooperation Act, and the Public Funds Investment Act; and

WHEREAS, pursuant to such authority, the Initial Participants desire to enter into an agreement and thereby establish an entity for joint investment, pursuant to this Declaration of Trust, for the purpose of combining their respective available investment funds so as to enhance the investment opportunities available to them and increase the investment earnings accruing to the benefit of the Participants; and

WHEREAS, pursuant to such authority, this Declaration of Trust is intended to be an agreement entered into for the purpose of better performing the Participants' responsibility to invest the funds of their respective Public Agency in accordance with the Laws of the State of Illinois; and

WHEREAS, this Declaration of Trust is intended to constitute an intergovernmental agreement pursuant to the authority conferred by the Illinois Constitution, the Intergovernmental Cooperation Act, and the Public Funds Investment Act; and

WHEREAS, each of the Participants has duly taken all official action necessary and appropriate to become a party to this Declaration of Trust; and

WHEREAS, it is proposed that the beneficial interest in the Fund's assets shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the Fund or its agent; and

WHEREAS, the Participants anticipate that other Public Agencies may wish to become Participants by adopting this Declaration of Trust and thus becoming parties to it;

NOW, THEREFORE, the Participants hereby declare that all money and property contributed to the Trust established under this Declaration of Trust shall be held and managed in

trust for the proportionate benefit of the holders of record from time to time of shares of beneficial interest issued and to be issued hereunder, without privilege, priority or distinction among such holders, except as otherwise specifically provided herein, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I. THE FUND

Section 1.1. Name. The name of the common law trust created by this Declaration of Trust shall be the Illinois Institutional Investors Trust (the "Fund") and, so far as may be practicable, the Trustees shall conduct the Fund's activities, execute all documents and sue or be sued under that name, which name (and the word "Fund" wherever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants or Participants of the Fund or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Fund as they deem proper, and the Fund may hold Property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the Laws of the State of Illinois or the United States of America so as to protect and reserve the right of the Fund in and to such name. The Trustees shall have full and complete power to change the name of the Fund at any time and from time to time, in their sole and absolute discretion, without the affirmative vote of a majority of the Participants entitled to vote as set forth in Article XII hereof, provided that notice of any such change of name shall be promptly given to the Participants.

Section 1.2. Purpose; Only Public Agencies to Be Participants.

- (a) The purpose of the Fund is to provide an instrumentality and agency through which Public Agencies organized under Laws of the State of Illinois, may jointly act, agree and cooperate in accordance with the Laws of the State of Illinois in the performance of their responsibilities to invest available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the Laws of the State of Illinois, from time to time in effect, governing the investment of the funds of Public Agencies. Any Public Agency which is a Participant in this Agreement may authorize its treasurer or other duly authorized official to act on its behalf with respect to the funds of such Public Agency.
- (b) No Public Agency shall become a Participant unless and until the governing board of such Public Agency has adopted this Declaration of Trust in accordance with Section 13.6(a) hereof. A Public Agency must make a minimum investment of \$100.00 in the Fund to become a Participant and must maintain a minimum investment balance of \$100.00 in the Fund in order for such Public Agency to exercise the rights and obligations of a Participant. A Participant whose minimum investment falls below \$100.00 may again exercise the rights and obligations of a Participant during such times as its investment exceeds the minimum balance of \$100.00

Section 1.3. <u>Location</u>. The Fund shall maintain an office of record in the State of Illinois and may maintain such other offices or places of business as the Trustees may from time to time determine.

Section 1.4. Nature of Fund and Declaration of Trust.

- (a) The Fund shall be a common law trust organized and existing under the Laws of the State of Illinois. The Fund is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation, investment company or joint stock company. The Participants shall be beneficiaries of the Fund, and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.
- (b) This Declaration of Trust is an agreement of indefinite term regarding the deposit, redeposit, investment, reinvestment and withdrawal of Public Agency funds within the meaning of the Laws of the State of Illinois.
- Section 1.5. <u>Definitions</u>. As used in this Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:
- "Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof
- "Administration Agreement" shall mean the agreement with the Administrator referred to in Section 3.3 hereof as the same may be amended from time to time.
- "Adviser" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.
- "Affiliate" shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.
- "Class" shall mean a category of the Shares of a Series or of the Fund if there are no Series, which category is authorized by the Trustees pursuant to Article VI hereof
- "Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Article X hereof.
- "Custodian Agreement" shall mean the agreement with a Custodian referred to in Article XI hereof as such agreement may be amended from time to time.
- "Declaration of Trust" shall mean this Declaration of Trust as amended, restated or modified from time to time. References in this Declaration of Trust to "Declaration," "hereof," "herein," "hereby" and "hereunder" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear

"Distributor" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Distribution Agreement" shall mean the agreement with the Distributor referred to in Section 3.4 as the same may be amended from time to time.

"Fund" shall mean the common law trust created by this Declaration of Trust.

"Fund Property" or "Property" shall mean, as of any particular time, any and all Property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Fund or Trustees, and all income, profits and gains therefrom, and which, at such time, is owned or held by, or for the account of, the Fund or the Trustees.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the Fund to Participants and potential Participants of the Fund as the same may be amended by the Trustees from time to time.

"Initial Participants" shall mean the Public Agencies which initially formed this Fund as of October 18, 2002 by the execution and adoption of this Declaration of Trust.

"Investment Advisory Agreement" shall mean the agreement with the Adviser referred to in Section 3.2 hereof as the same may be amended from time to time.

"Law" or "Laws" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

"Participants" shall mean the Public Agencies which are the Initial Participants and the Public Agencies which adopt this Declaration of Trust pursuant to Section 13.6(a) hereof.

"Permitted Investments" shall mean the investments referred to in paragraphs (a) through (h) of Section 4.2 hereof.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof, but shall not include the Trust.

"Public Agency" or "Public Agencies" shall mean those units of local government, school districts, and political corporations or subdivisions of the State of Illinois which are authorized to enter into intergovernmental agreements pursuant to the provisions of Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, and which are authorized to invest their funds pursuant to the provisions of the Public Funds Investment Act.

"Section 2" shall mean Section 2 of the Public Funds Investment Act, as heretofore amended, and as the same may be amended from time to time.

"Series" shall mean a category of the Shares authorized by the Trustees pursuant to Article VI hereof.

"Share" shall mean the unit used to denominate and measure the respective <u>pro</u> <u>rata</u> beneficial interests of the Participants in the Fund (or any Series or any Class thereof) as described in Article VI.

"Share Register" shall mean the register of Shares maintained pursuant to Section 7.1 hereof.

"Trustees" shall mean the Persons who become fiduciaries of the Fund pursuant to Article VIII hereof.

ARTICLE II. POWERS OF THE TRUSTEES

Section 2.1. General.

- (a) Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the Fund Property and over the affairs of the Fund to the same extent as if the Trustees were the sole and absolute owners of the Fund Property in their own right, and with such powers of delegation as may be permitted by this Declaration of Trust. The Trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the Fund or promoting the interests of the Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Declaration of Trust. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.
- (b) The Trustees shall have the power to conduct, operate and provide an investment program for the investment of funds of Public Agencies; and for such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire or otherwise deal in or dispose of investment instruments constituting "Permitted Investments" as described in Section 4.2. The Trustees shall have the power to enter into contracts and agreements with respect to the purchase and sale of permitted investments.
- (c) In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the Fund. Except as otherwise provided in this Declaration of Trust, the Trustees shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by trustees or other fiduciaries, and they shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration of Trust that they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no liability for loss with respect to Permitted Investments made within

the terms of this Declaration of Trust, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries. The Trustees shall be permitted only to make Permitted Investments in accordance with Article IV of this Declaration of Trust.

Section 2.2. <u>Legal Title</u>.

Legal title to all of the Fund Property shall be vested in the Trustees on behalf of the Participants and be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any Fund Property to be held, on behalf of the Participants, by or in the name of the Fund, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Fund is adequately protected.

The right, title and interest of the Trustees in and to the Fund Property shall vest automatically in all persons who may hereafter become Trustees upon their due election and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, he (and in the event of his death, his estate) shall automatically cease to have any right, title or interest in or to any of the Fund Property, and the right, title and interest of such Trustee in and to the Fund Property shall vest automatically in the remaining Trustees without any further act.

Section 2.3. <u>Disposition of Assets</u>. Subject in all respects to Article IV hereof, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the Fund, to give consents and make contracts relating to Fund Property or its use.

Section 2.4. <u>Taxes</u>. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Fund or the Trustees in connection with the Fund Property or upon or against the Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

Section 2.5. <u>Rights as Holders of Fund Property</u>. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other Property forming part of the Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions

generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

Section 2.6. <u>Delegation; Committees</u>. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Fund, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of Fund Property) to delegate from time to time to such one or more of their number (who may be designated as constituting a Committee of the Trustees) or to officers, employees or agents of the Fund (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the Fund, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Fund.

Section 2.7. <u>Collection</u>. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Fund; (v) to exercise any power of sale held by them, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sales to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or of any Person which form a part of the Fund Property, for the purpose of such reorganization or otherwise: (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and (ix) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

Section 2.8. Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration of Trust; (ii) to reimburse others for the payment therefor; and (iii) to pay appropriate compensation or fees from the funds of the Fund to Persons with whom the Fund has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the Fund. The Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Fund. The Trustees may allocate such expenses among various Series and Classes in such manner and proportion as appropriate in the discretion of the Trustees.

- Section 2.9. <u>Borrowing and Indebtedness</u>. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in paragraph (d) of Section 4.2 of this Declaration of Trust, but only if and to the extent permitted by Law.
- Section 2.10. <u>Deposits</u>. The Trustees shall have full and complete power to deposit, in such manner as may now and hereafter be permitted by Law, any moneys or funds included in the Fund Property, and intended to be used for the payment of expenses of the Fund or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with which the moneys, investments, or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable Laws including, but not limited to, the laws governing each participating Public Agency.
- Section 2.11. <u>Valuation</u>. The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the Fund Property and to revalue the Fund Property.
- Section 2.12. <u>Fiscal Year</u>. The Trustees shall have full and complete power to determine the fiscal year of the Fund and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. The Trustees may establish different fiscal years for the various Series as appropriate in the discretion of the Trustees.

Section 2.13. Concerning the Fund and Certain Affiliates.

- (a) The Fund may enter into transactions with any Affiliate of the Fund or of the Adviser, the Administrator, the Custodian or any Affiliate of any Trustee, officer, director, employee or agent of the Fund or of the Adviser, the Administrator, or the Custodian if (i) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the Trustees who are not Affiliates of any Person (other than the Fund) who is a party to the transaction or transactions with the Fund and (ii) such transaction (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the Fund and the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Trustees have knowledge) with organizations unaffiliated with the Fund or with the Person who is a party to the transaction or transactions with the Fund.
- (b) Except as otherwise provided in this Declaration of Trust or in the Laws of the State of Illinois, in the absence of fraud, a contract, act or other transaction, between the Fund and any other Person, or in which the Fund is interested, is valid and no Trustee, officer, employee or agent of the Fund has any liability as a result of entering into any such contract, act or transaction even though (i) one or more of the Trustees, officers, employees or agents of such other Person, or (ii) one or more of the Trustees, officers, employees, or agents of the Fund,

individually or jointly with others, is a party or are parties to or directly interested in, or affiliated with, such contract, act or transaction, <u>provided</u> that (i) such interest or affiliation is disclosed to the Trustees and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is approved by a majority of the Participants.

- (c) Any Trustee or officer, employee, or agent of the Fund may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the Fund, which interests and activities may be similar to those of the Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the Fund shall be free of any obligation to present to the Fund any investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the Fund, even if such opportunity is of a character which, if presented to the Fund, could be taken by the Fund.
- (d) Subject to the provisions of Article III hereof, any Trustee or officer, employee or agent of the Fund may be interested as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the Fund, and may receive compensation from such Person as well as compensation as Trustee, officer, employee or agent of the Fund or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the Fund.
- (e) To the extent that any other provision of this Declaration of Trust conflicts with, or is otherwise contrary to the provisions of, this Section 2.13, the provisions of this Section 2.13 shall be deemed controlling.
- (f) Notwithstanding the foregoing provisions of this Section 2.14, the Trustees shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the Laws of the State of Illinois concerning public ethics and conflicts of interest, and the By-Laws of the Fund may contain provisions more restrictive than those set forth in this Section 2.13.
- Section 2.14. <u>Investment Program</u>. The Trustees shall use their best efforts to obtain through the Adviser or other qualified persons a continuing and suitable investment program, consistent with the investment policies and objectives of the Fund set forth in Article IV of this Declaration of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.6 and Section 3.1 hereof, the Trustees may delegate functions arising under this Section 2.14 to one or more of their number or to the Adviser. The Trustees also shall have full and complete power to contract for or to otherwise obtain from or through the Adviser, the Administrator or other qualified Persons for the benefit of, and to make available to, the Participants of the Fund from time to time, additional investment and non-investment programs and services distinct from the Fund's program of investments measured by Shares, but consistent with the investment goals and objectives of the Fund and the general purposes of this Declaration

of Trust. The Trustees shall have the power to review and approve or reject, in their sole discretion, such additional investment and non-investment programs as may be presented to the Trustees by the Adviser, the Administrator or any other qualified Persons.

Section 2.15. Power to Contract, Appoint, Retain and Employ. Subject to the provisions of Section 2.6 and Section 3.1 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications and high repute (including one or more of themselves and any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 2.13 hereof) as the Trustees may deem necessary, or desirable for the transaction of the affairs of the Fund, or the transaction of the affairs of any additional investment programs or services or non-investment programs or services of any nature affiliated with the Fund or otherwise contracted for or by the Fund, including any Person or Persons who, under the supervision of the Trustees, may, among other things: (i) serve as the Fund's investment adviser and consultant in connection with policy decisions made by the Trustees; (ii) serve as the Fund's administrator; (iii) serve as the Fund's distributor; (iv) furnish reports to the Trustees and provide research, economic and statistical data in connection with the Fund's investments; (v) act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable; (vi) investigate, select and, on behalf of the Fund, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vii) substitute any other Person for any such Person; (viii) act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; (ix) assist in the performance of such ministerial functions necessary in the management of the Fund as may be agreed upon with the Trustees; and (x) any of the foregoing as may be agreed upon by the Trustees with regard to any additional investment and non-investment programs and services for the benefit of the Participants.

Section 2.16. <u>Insurance</u>. The Trustees shall have full and complete power to purchase and pay for, entirely out of Fund Property, insurance policies insuring the Fund and the Trustees, officers, employees and agents, of the Fund individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the Fund or any such Person as Trustee, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the Fund would have the power to indemnify such Person against such liability.

Section 2.17. <u>Indemnification</u>. In addition to the mandatory indemnification provided for in Section 5.3 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the Fund has dealings, including, without limitation, the Adviser, the

Administrator and the Custodian, to such extent as the Trustees shall determine, subject to such limitations as may arise under law.

Section 2.18. <u>Remedies</u>. Notwithstanding any provision in this Declaration of Trust, when the Trustees deem that there is a significant risk that an obligor to the Fund may default or is in default under the terms of any obligation to the Fund, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the Fund, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Fund resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

Section 2.19. <u>Information Statement</u>. The Trustees shall have full and complete power to authorize the distribution of an Information Statement regarding the Fund which may be prepared by advisers to the Fund and to authorize the amendment of or supplement of the same from time to time.

Section 2.20. <u>Further Powers</u>. The Trustees shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Fund made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the Fund Property.

ARTICLE III. THE INVESTMENT ADVISER, THE ADMINISTRATOR, THE DISTRIBUTOR AND THE INDEPENDENT ACCOUNTANT

Appointment of Adviser, Administrator and Distributor. The Trustees are responsible for the general investment policy and program of the Fund and for the general supervision and administration of the business and affairs of the Fund conducted by the officers, agents, employees, investment advisers, administrators, distributors, or independent contractors of the Fund. However, the Trustees are not required personally to conduct all of the routine business of the Fund and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with the Adviser as an investment adviser to the Fund, the Administrator as an administrator for the Fund, and the Distributor as the distribution agent for the Fund and may grant or delegate such authority to the Adviser, the Administrator (pursuant to the terms of Section 2.15 hereof), the Distributor or to any other Person the services of whom are obtained by the Adviser, the Administrator or the Distributor, as the Trustees may, in their sole discretion, deem necessary or desirable, for the efficient management of the Fund, without regard to whether such authority is normally granted or delegated by trustees or other fiduciaries. The same Person may serve simultaneously as the Administrator, as the Adviser and as the Distributor, but no Person serving as the Administrator, the Adviser or the Distributor may serve as the Custodian.

Section 3.2. <u>Duties of the Adviser</u>. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the Fund and the Person or

Persons designated pursuant to Section 3.1 as the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Trustees may authorize the Adviser to effect purchases, sales or exchanges of Fund Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties.

- Section 3.3. <u>Duties of the Administrator</u>. The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the Fund and the Person or Persons designated pursuant to Section 3.1 as the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties.
- Section 3.4. <u>Duties of the Distributor.</u> The duties of the Distributor shall be those set forth in the Distribution Agreement to be entered into between the Fund and the Person or Persons designated pursuant to 3.1 as the Distributor. Such duties may be modified by the Trustees, from time to time, by the amendment of the Distribution Agreement. The Distribution Agreement may authorize the Distributor to employ other persons to assist it in the performance of its duties.
- Section 3.5. <u>Successors</u>. In the event that, at any time, the position of Adviser or of Administrator or of the Distributor shall become vacant for any reason, the successor shall not be appointed without a vote of the Participants as set forth in Section 8.1.
- Section 3.6. <u>Appointment and Duties of the Independent Accountant</u>. The Trustees shall appoint an independent accountant for each fiscal year of the Fund and its various Series. Such independent accountant shall perform such duties as may be directed by the Trustees, including, without limitation, conducting examinations of the Fund and the rendering of opinions and reports concerning the Fund.

ARTICLE IV. INVESTMENTS

- Section 4.1. <u>Statement of Investment Policy and Objective</u>. Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Trust and each Series shall be to invest the Fund in Permitted Investments as set forth below and any other applicable provisions of Law as may be set forth more fully in the Fund's Information Statement, as the same may be amended from time to time.
- Section 4.2. <u>Permitted Investments</u>. In accordance with Article II, Permitted Investments shall constitute the following:
- (a) bonds, notes, certificates of indebtedness, treasury bills or other securities now, or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;

- (b) bonds, notes, debentures or other similar obligations of the United States of America or its agencies;
- (c) interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act (205 ILCS 511, et. seq.); provided, however, that such bank is federally insured;
- (d) short-term obligations of corporations organized in the United States of America with assets exceeding \$500,000,000, provided that such obligations are rated at the time of purchase within one of the three highest classifications established by at least two standard rating services, such obligations mature not later than 180 days from the date of purchase, and such purchases do not exceed 10% of the applicable corporation's outstanding obligations;
- (e) short-term discount obligations of the Federal National Mortgage Association or shares or other forms of securities legally issuable by savings and loan associations incorporated under the Laws of Illinois or any other state or under the Laws of the United States of America, provided that the shares or investment certificates of such savings and loan associations are federally insured, any such securities are purchased at the offering or market price thereof at the time of such purchase, and all such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of the Trustees, the funds so invested will be required for the payment of funds to Participants upon the withdrawal of moneys from the Fund;
- (f) money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraphs (a) or (b) of this Section 4.2 and to agreements to repurchase such obligations; and
- (g) any other investment instruments now permitted by the provisions of Section 2 of the Public Funds Investment Act or any other applicable statutes or hereafter permitted by reason of the amendment of Section 2 of the Public Funds Investment Act or the adoption of any other statute applicable to the investment of Public Agency funds.
- Section 4.3. <u>Restrictions Fundamental to the Fund</u>. Notwithstanding anything in this Declaration of Trust which may be deemed to authorize the contrary, the Fund:
- (a) May not make any investment other than investments authorized by Section 4.2 or any other applicable provisions of Law, as the same may be amended from time to time, and in the case of investments made jointly with funds of other Public Agencies, may not make any investment other than investments authorized by Law for the investment of each such Public Agency;
- (b) May not purchase any Permitted Investment which has a maturity date more than 397 days from the date of the Fund's purchase thereof, unless subject, at the time of such purchase by the Fund, to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the Fund within 397 days; provided, however, that the Trustees may, in their discretion, by an action set forth by resolution of the Trustees and included

in the Information Statement, waive such 397 day limitation with respect to any one or more Series of Shares. For the purposes of this provision:

- (i) A variable rate security which has its rate of interest readjusted no less frequently than every 397 days shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate or earlier maturity.
- (ii) A floating rate security shall be deemed to have a remaining maturity of one day.
- (c) May not purchase any Permitted Investment if the effect of such purchase by the Fund would be to make the average dollar weighted maturity of the Fund's investment portfolio greater than the period designated by the Trustees with respect to the Series to which such purchase of such Permitted Investment relates; provided, however, that in making such determination any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (b) shall be deemed to mature on the day on which the Fund is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the Fund may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;
- (d) May not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except
 - (i) as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments, including, without limitation, to facilitate withdrawal requests made by Participants and received by the Custodian after the Fund has already sold, or entered sell orders for, portfolio investments to cover the withdrawal requests previously made on that date, and only to the extent permitted by Law; or
 - (ii) as a temporary measure (not to exceed one business day) from the Custodian to provide for the purchase of portfolio securities pending receipt by the Custodian of collected funds from a Participant who has notified the Fund before such purchase that it has wire transferred funds (or otherwise transferred immediately available funds) to the Fund in an amount sufficient to pay the purchase price of such securities, and only as and to the extent permitted by Law.

provided, however, that nothing contained in this paragraph (d) shall permit, or be construed as permitting, the pledge of the assets of the Fund to secure any such borrowing except for the pledge of amounts, limited to the amount of such borrowing, held in the specific Participant's account with the Fund for whom such borrowing was incurred;

(e) May not make loans, <u>provided</u> that the Fund may make Permitted Investments; and

(f) May not hold or provide for the custody of any Fund Property in a manner not authorized by Law or by any institution or Person not authorized by Law.

For the purposes of this Section 4.3, the phrase "Responsible Person" shall mean a Person listed on the United States Treasury Department List of Primary Government Securities Dealers or any equivalent successor to such list or a bank organized and existing under the Laws of the United States of America or any state thereof having assets in excess of \$500,000,000.

Section 4.4. <u>Amendment of Restrictions</u>. The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the Fund to the Laws of the State of Illinois and the United States of America as they may from time to time be amended.

ARTICLE V. LIMITATIONS OF LIABILITY

- Section 5.1. <u>Liability to Third Persons</u>. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any other Person or Persons in connection with Fund Property or the affairs of the Fund; and no Trustee, officer, or employee of the Fund shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any other Person or Persons in connection with Fund Property or the affairs of the Fund, and all such other Persons shall look solely to the Fund Property for satisfaction of claims of any nature arising in connection with the affairs of the Fund. If any Participant, Trustee, officer or employee, as such, of the Fund is made a party to any suit or proceedings to assert or enforce any such liability, he shall not on account thereof be held to any personal liability.
- Section 5.2. <u>Liability to the Fund or to the Participants</u>. No Trustee, officer or employee of the Fund shall be liable to the Fund or to any Participant for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties <u>provided</u>, <u>however</u>, that the provisions of this Section 5.2 shall not limit the liability of any Person with respect to breaches by it of a contract between it and the Fund.

Section 5.3. Indemnification.

(a) The Fund shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject solely by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the Fund to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

- The Fund shall indemnify each of its Trustees and officers, and employees and other Persons designated by the Board of Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the Fund or any other Person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee, officer, employee or other designated Person, except as to any matter as to which he shall have been adjudicated to have acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence; provided, however, that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any Person with respect to breaches by it of a contract between it and the Fund; and further provided, however, that as to any matter disposed of by a compromise payment by such Trustee, officer, employee or other designated Person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the Fund shall have received a written opinion from independent counsel approved by the Trustees to the effect that if the foregoing matters had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or other designated Person were meritorious. The rights accruing to any Trustee, officer, employee or other designated Person under the provisions of this paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; provided, however, that no Trustee, officer, employee or other designated Person may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, provided that the indemnified Trustee, officer, employee or other designated Person shall have given a written undertaking to reimburse the Fund in the event that it is subsequently determined that he is not entitled to such indemnification.
- (c) Any action taken by, or conduct on the part of, a Trustee, an officer, or an employee of the Fund or other Person designated by the Trustees in conformity with, or in good faith reliance upon, the provisions of Section 2.13 or Section 5.7 hereof shall not, for the purpose of this Declaration of Trust (including, without limitation, Sections 5.1 and 5.2 and this Section 5.3) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.
- Section 5.4. <u>Surety Bonds</u>. No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.
- Section 5.5. Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the Fund shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustee or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.
- Section 5.6. <u>Recitals</u>. Any written instrument creating an obligation of the Fund shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the

Fund only in his capacity as a Trustee under this Declaration of Trust or in his capacity as an officer, employee or agent of the Fund. Any written instrument creating an obligation of the Fund shall refer to this Declaration of Trust and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the Fund, and that only the Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; <u>provided</u>, <u>however</u>, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Fund.

Section 5.7. Reliance on Experts, Etc. Each Trustee and each officer of the Fund shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Fund, upon an opinion of counsel or upon reports made to the Fund by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the officers of the Fund.

ARTICLE VI. CHARACTERISTICS OF SHARES

Section 6.1. <u>Beneficial Interest.</u> The beneficial interest of the Participants hereunder in the Fund Property and the earnings thereon shall be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited.

Section 6.2. <u>Rights of Participants</u>. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to which Shares relate to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Fund or the Fund Property, except as the Trustees may determine with respect to any Class or Series. Title to the Fund Property of every description and the right to conduct any affairs herein described are vested in the Trustees on behalf, and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Fund nor can they be called upon to share or assume any losses of the Fund or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as provided in Article IX hereof.

Section 6.3. <u>Series or Class Designation.</u> The Trustees may, from time to time, authorize the division of Shares into separate Series and the division of any Series into two or more separate Classes of Shares, as they deem necessary and desirable. The different Series or Classes shall be established and designated, and the variations in the relative rights and preferences as between the different Series or Classes, such as the purchase price, right of redemption and the price, terms and manner of redemption, special and relative rights as to distributions on liquidation, conversion rights, and conditions under which the several series or classes shall have separate voting rights and separate investment restrictions, shall be fixed and determined, by the Trustees, without the requirement of Participant approval.

Section 6.4. Allocation of Shares.

- (a) The Trustees, in their discretion, may, from time to time, without vote of the Participants, allocate Shares, in addition to the then allocated Shares, to such party or parties, for such amount and such type of consideration (including, without limitation, income from the investment of Fund Property), at such time or times (including, without limitation, each business day in accordance with the maintenance of a constant net asset value per Share as permitted by Section 9.1 hereof), and on such terms as the Trustees may deem best. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as permitted by Section 9.1 hereof. Shares shall be allocated and redeemed as whole Shares and/or one hundredths (1/100ths) of a Share or multiples thereof.
- (b) Shares may be allocated only to a Public Agency that has become a Participant of the Fund in accordance with Section 1.2 hereof and who is acting with respect to the funds of a Public Agency. Each Participant may divide its Shares administratively among more than one account within the Fund or Series or Class for such Participant's convenience in accordance with such procedures as the Trustees may establish.
- (c) The minimum amount of funds which may be placed in the Fund by a Participant at any one time shall be as determined by the Trustees from time to time. Unless otherwise determined by the Trustees pursuant to this paragraph (c) of this Section 6.4, the minimum amount of funds which may be placed in the Fund by a Participant at any one time shall be One Dollar (\$1.00).
- Section 6.5. <u>Evidence of Share Allocation</u>. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the Fund pursuant to Section 7.1 hereof, and the Fund shall not be required to issue certificates as evidence of Share allocation.
- Section 6.6. <u>Redemption to Maintain Constant Net Asset Value</u>. If so determined by the Trustees, the Shares of one or more Series of the Fund shall be subject to redemption pursuant to the procedure for reduction of outstanding Shares as permitted by Section 9.1 hereof in order to maintain the constant net asset value per Share.
- Section 6.7. Redemptions. Payments by the Fund to Participants, and the reduction of Shares resulting therefrom, are referred to in this Declaration of Trust as "redemptions." Any and all allocated Shares may be redeemed at the option of the Participant whose beneficial interest hereunder is measured by such Shares, upon and subject to the terms and conditions provided in this Declaration of Trust. The Fund shall, upon application of any Participant, promptly redeem from such Participant allocated Shares for an amount per Share equivalent to the proportionate interest measured by each Share in the net assets of the Fund at the time of the redemption. The procedures for effecting redemption shall be as adopted by the Trustees and as set forth in the Information Statement of the Fund, as the same may be amended from time to time; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Fund by the redemption of Shares;

<u>provided further however</u>, that the Trustees shall have the power to provide for redemption procedures relating to any particular Series or Class which are consistent with the purpose and intent of this Declaration of Trust and consistent with the Information Statement . Such procedures may, among other things, establish periods during which funds relating to Shares of such Series or Class may either not be withdrawn from the Fund or be withdrawn upon payment of a redemption penalty.

Suspension of Redemption; Postponement of Payment. Each Participant, Section 6.8. by its adoption of this Declaration of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for all Series or Classes or any one or more Series or Classes for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Illinois or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary weekend and holiday closings) or (ii) during which any financial emergency situation exists as a result of which disposal by the Fund of Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the Fund fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of redemption or a postponement of payment for redeemed Shares, a Participant may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value existing after the termination of the suspension.

Section 6.9. <u>Minimum Redemption</u>. There shall be no minimum number of Shares which may be redeemed at any one time at the option of a Participant, unless authorized by a resolution of the Board of Trustees and specified in the Information Statement; <u>provided</u>, <u>however</u>, that no request by a Participant for the redemption of less than one whole Share need be honored.

Section 6.10. <u>Defective Redemption Requests</u>. In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such request shall not be honored and each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees shall have full and complete power to redeem an amount of the Shares allocated to such Participant, at a redemption price determined in accordance with Section 6.7 hereof, sufficient to reimburse the Fund for any fees, expenses, costs or penalties actually incurred by the Fund as a result of such defective redemption request.

ARTICLE VII. RECORD OF SHARES

- Section 7.1. <u>Share Register</u>. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain for each series (i) the names and addresses of the Participants, (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Fund as shall keep the Share Register for entry thereon.
- Section 7.2. <u>Registrar</u>. The Trustees shall have full and complete power to employee a registrar. Unless otherwise determined by the Trustees, the Share Register shall be kept by the Administrator which shall serve as the registrar for the Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.
- Section 7.3. Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to the redemption value of such Shares. Until the Person becoming entitled to such redemption value shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Fund shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.
- Section 7.4. <u>No Transfers of Shares</u>. The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to the Fund itself for purposes of redemption.
- Section 7.5. <u>Limitation of Fiduciary Responsibility</u>. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the Fund, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any redemption of such Shares by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

Section 7.6. <u>Notices</u>. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed, postage prepaid, addressed to Participants of records at their last known post office addresses as recorded on the Share Register provided for in Section 7.1 hereof.

ARTICLE VIII. TRUSTEES AND OFFICERS

Section 8.1. Number and Qualification. The governing body of the Fund shall be the Board of Trustees, the membership of which shall be determined as hereinafter provided. The number of Trustees shall be fixed from time to time by resolution of a majority of the voting Trustees then in office; provided, however, that the number of voting Trustees shall in no event be less than two or more than fifteen. Any vacancy created by an increase in the number of Trustees may be filled by the appointment of an individual having the qualifications described in this Section 8.1 made by a resolution of a majority of the Trustees then in office. Any such appointment shall not become effective, however, until the individual named in the resolution of appointment shall have (i) accepted in writing such appointment, (ii) agreed in writing to be bound by the terms of this Declaration of Trust, and (iii) if he is affiliated with a Public Agency, presented evidence in writing of the granting of an authorization by the Public Agency for him to serve as a Trustee. No reduction in the number of Trustees shall have the effect of removing any Trustee from office prior to the expiration of his term. Whenever a vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in Section 8.5 hereof, the Trustees or Trustee continuing in office, regardless of their number, shall have all the power granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Declaration of Trust. A Trustee shall be an individual who is not under legal disability and who is either (i) a member of the corporate authorities of a Participant, (ii) a Treasurer, or other financial officer of a Participant, or (iii) any other duly authorized individual affiliated with a Participant. There shall be no more than one Trustee affiliated with any one Public Agency; provided, however, that no Trustee shall be disqualified from serving out an unexpired term by reason of such prohibition. The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Fund.

Section 8.2. <u>Organizational Trustees</u>. By the initial execution of this Declaration of Trust, the Initial Participants appointed the following two individuals to serve as Trustees until the first annual meeting or vote of the Participants and until their successors had been elected and qualified.

<u>Name</u>	Address	Affiliation
William R. Farley	130 West Park Avenue Wheaton, IL 60187	Community Unit School District 200
Arnold C. Uhlig	10114 Gladstone Westchester, IL 60154	Proviso Township Schools

Term and Election. Each Trustee named herein, or elected or appointed as provided in Section 8.1 or 8.3 hereof, shall (except in the event of resignations or removals or vacancies pursuant to Section 8.4 or 8.5 hereof) hold office until his successor has been elected at such meeting or pursuant to such vote and has qualified to serve as Trustee. The Trustees shall be divided into three classes, as equal in number as practicable, so arranged that the term of one class shall expire at the respective annual meetings or votes of Participants held following the conclusion of each fiscal year of the Fund. At all annual meetings or votes a class of Trustees shall be elected to serve for a term of three (3) years and until their successors shall be elected and qualify. Any addition made to the number of Trustees, except at a meeting or pursuant to a vote of the Participants, shall be made only for a term expiring at the next annual meeting or vote of the Participants or until a successor shall be elected and qualify. At the annual meeting or vote of the Participants next following any addition to the number of Trustees, or, in the case of any addition to the number of Trustees made at an annual meeting or pursuant to such vote of the Participants, at such meeting or pursuant to such vote, the terms of the additional Trustees shall be fixed so that, as nearly as shall be practicable, an equal number of terms shall expire at each annual meeting or vote of the Participants. Trustees may succeed themselves in office. Election of Trustees at an annual meeting or in an annual vote shall be by the affirmative vote of at least a majority of the Participants entitled to vote present in person or by proxy at such meeting or voting in such annual vote. The election of any Trustee (other than an individual who was serving as a Trustee immediately prior to such election) pursuant to this Section 9.3 shall not become effective unless and until such person shall have (i) in writing accepted his election, (ii) agreed in writing to be bound by the terms of this Declaration of Trust, and (iii) if he is affiliated with a Public Agency, presented evidence in writing of the granting of an authorization by the Public Agency for him to serve as a Trustee.

Section 8.4. Resignation and Removal. Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him and delivered to the chairperson, the vice chairperson or the secretary and such resignation shall be effective upon such delivery, or at a later date according to the terms of the notice. Any of the Trustees may be removed (provided that the aggregate number of Trustees after such removal shall not be less than the minimum number required by Section 8.1 hereof) with cause, by the action of two-thirds of the remaining Trustees. Upon the resignation or removal of a Trustee, or his otherwise ceasing to be a Trustee, he shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Fund or the remaining Trustees any Fund Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his legal representative shall execute and deliver on his behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

Section 8.5. Vacancies.

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office, or removal of a Trustee. In addition, a Person shall no longer be a Trustee and a vacancy shall be deemed to have occurred if: (i) a Trustee who is affiliated with a Public Agency ceases to be affiliated with the Public Agency, or (ii) the Public Agency with which the Trustee is affiliated ceases to be a Participant. If a Trustee who is affiliated with a

Public Agency shall no longer be affiliated with the Public Agency, or the Public Agency with which the Trustee is affiliated shall no longer be a Participant, such Person shall, upon the expiration of a sixty (60) day period following the occurrence of such event, no longer be a Trustee and a vacancy will be deemed to have occurred, unless such person shall have become affiliated with another Public Agency which is a Participant, within such sixty (60) day period and shall have presented evidence in writing of the granting of an authorization by the Public Agency with which he is then affiliated for him to serve as a Trustee.

- (b) No such vacancy shall operate to annul this Declaration of Trust or to revoke any existing agency created pursuant to the terms of this Declaration of Trust, and title to any Fund Property held in the name of such Trustee and the other Trustees, or otherwise, shall, in the event of the death, resignation, removal, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance. In the case of an existing vacancy (other than by reason of an increase in the number of Trustees) at least a majority of the Participants entitled to vote, acting at any meeting or vote of the Participants called for the purpose, or a majority of the Trustees continuing in office acting by resolution, may fill such vacancy, and any Trustee so elected by the Trustees shall hold office for the remaining balance of the term for which vacancy said Trustee was elected to fill.
- (c) Upon the effectiveness of any such appointment as provided in this Section 8.5, the Fund Property shall vest in such new Trustee jointly with the continuing or surviving Trustees without the necessity of any further act or conveyance; provided, however, that no such election or appointment as provided in this Section 8.5 shall become effective unless or until the new Trustee shall have (i) accepted in writing for his appointment, (ii) agreed to be bound by the terms of this Declaration of Trust, and (iii) if he is affiliated with a Public Agency, presented evidence in writing of the granting of an authorization by the Public Agency for him to serve as a Trustee.

Section 8.6. <u>By-Laws</u>. The Trustees may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Fund, and in such By-Laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Fund.

ARTICLE IX. <u>DETERMINATION OF NET ASSET VALUE</u> AND NET INCOME DISTRIBUTIONS TO PARTICIPANTS

Section 9.1. By-Laws to Govern Net Asset Value, Net Income and Distribution Procedures. The Trustees, in their absolute discretion, may prescribe and shall set forth in the By-Laws such basis and time for determining the per Share of Beneficial Interest net asset value of the Shares or net income, or the declaration and payment of distributions, as they may deem necessary or desirable. The methods of determining net asset value of Shares of each Series shall also be set forth in the Information Statement. The duty to make the calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. The Trustees may adopt different methods for the determination of the net asset value of different Series of Shares.

ARTICLE X. CUSTODIAN

Section 10.1. <u>Duties</u>. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America or the State of Illinois having an office in the State of Illinois and having a capital and surplus aggregating at least twenty-five million dollars (\$25,000,000) as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the Fund to perform the duties set forth in the Custodian Agreement to be entered into between the Fund and the Custodian.

Section 10.2. <u>Appointment</u>. The Trustees shall have the power to select and appoint the Custodian for the Fund. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Fund on no less than ninety (90) days' and no more than one hundred eighty (180) days' written notice to the Custodian.

Section 10.3. <u>Sub-Custodians</u>. The Trustees may also authorize the Custodian to employ one or more Sub-Custodians from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such Sub-Custodians and approved by the Trustees; <u>provided</u>, <u>however</u>, that, in every case, such Sub-Custodian shall be a bank or trust company organized under the Laws of the United States of America or one of the States thereof having capital and surplus aggregating at least twenty-five million dollars (\$25,000,000).

Section 10.4. <u>Successors</u>. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

Section 10.5. <u>Additional Custodians</u>. The Trustees may in their discretion employ one or more Custodians in addition to the Custodian referred to in Section 10.1. Such additional Custodians shall be banks or trust companies organized under the Laws of the United States of America or any state thereof and having capital and surplus aggregating at least twenty-five million dollars (\$25,000,000). Such additional Custodian shall perform such duties (including duties applicable only to designated Series or Classes) as may be set forth in an agreement between the Fund and the additional Custodian.

ARTICLE XI. RECORDING OF DECLARATION OF TRUST

Section 11.1. Recording. This Declaration of Trust and any amendment hereto shall be filed, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem appropriate. Each amendment so filed, recorded or lodged shall be accompanied by a certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Declaration of Trust, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be

conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 11.1, no filing or recordation pursuant to the terms of this Section 11.1 shall be a condition precedent to the effectiveness of this Declaration of Trust or any amendment hereto.

ARTICLE XII. AMENDMENT OR TERMINATION OF FUND; DURATION OF FUND

Section 12.1. Amendment or Termination.

- The provisions of this Declaration of Trust may be amended or altered (except as to the limitations on personal liability of the Participants and Trustees and the prohibition of assessments upon Participants), or the Fund may be terminated, at any meeting of the Participants or pursuant to any vote of the Participants called for that purpose, by the affirmative vote of a majority of the Participants entitled to vote, or, if permitted by applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees and a majority of the Participants; provided, however, that the Trustees may, from time to time, by a two-thirds vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Trustees shall not be liable for failing so to do, and the Trustees may, from time to time and without notice to nor the vote or assent of the Participants, make changes that do not adversely affect the rights of any Participant, to supply any omissions, or to cure, correct or supplement any ambiguous, defective or inconsistent provision hereof. In addition, a Series may be terminated by vote or written consent of not less than a majority of the Participants of that Series. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 12.1 which would change any rights with respect to any allocated Shares of the Fund by reducing the amount payable thereon upon liquidation of the Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.2 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.
 - (b) Upon the termination of the Fund pursuant to this Section 12.1:
 - (i) The Fund shall carry on no business except for the purpose of winding up its affairs;
 - (ii) The Trustees shall proceed to wind up the affairs of the Fund and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the Fund shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Fund, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Fund Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and

do all other acts appropriate to liquidate its affairs; <u>provided</u>, <u>however</u>, that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all of the Fund Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

- (iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Fund Property of any Series, in cash or in kind or partly in each, among the Participants of such Series and each Class of such Series according to their respective proportionate allocation of Shares, taking into account their respective net asset values and the proper allocation of expenses being borne solely by any Series or any Class of Shares of a Series.
- (c) Upon termination of the Fund and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Fund an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be canceled and discharged.
- (d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.
- Section 12.2. Power to Effect Reorganization. If permitted by applicable Law, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the Fund may merge, or which shall take over the Fund Property and carry on the affairs of the Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares for securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the Fund; and thereupon the Trustees shall terminate the Fund and deliver such cash, shares, securities or beneficial interest ratably among the Participants of this Fund in redemption of their Shares.
- Section 12.3. <u>Duration</u>. The Fund shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XII.

ARTICLE XIII. MISCELLANEOUS

Section 13.1. <u>Governing Law</u>. This Declaration of Trust is adopted by the Participants and delivered in the State of Illinois and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Illinois.

- Section 13.2. <u>Counterparts</u>. This Declaration of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.
- Section 13.3. Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the Fund or of any official or public body or office in which this Declaration of Trust may be recorded, appears to be a Trustee hereunder or the Secretary or the Treasurer of the Fund, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration of Trust; (v) the form of any By-Law adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the Fund, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the Fund and the successors of such Person.
- Section 13.4. Provisions in Conflict with Law. The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Illinois Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Declaration of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

Section 13.5. Gender; Section Headings.

- (a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.
- (b) Any headings preceding the texts of the several Articles and Sections of this Declaration of Trust, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Declaration of Trust nor affect its meaning, construction or effect.

Section 13.6. <u>Adoption by Public Agencies Electing to Become Additional Participants;</u> Resignation of Participants.

(a) Subject to Section 13.6(b) any Public Agency meeting the requirements of Section 1.2 hereof, may become an additional Participant of this Fund by (i) taking any appropriate official action to adopt this Declaration of Trust, (ii) furnishing the Trustees with evidence of appropriate official action authorizing its treasurer or other duly authorized official of the Public Agency to act on its behalf with respect to the funds of the Public Agency, (iii) furnishing the Trustees with a certificate of a duly authorized officer of the Public Agency setting forth the names and specimen signatures of the officials of such Public Agency

authorized at the time of delivery of such certificate to act on behalf of such Public Agency in connection with the Public Agency's participation in the Fund, and (iv) furnishing the Trustees with a counterpart signature to this document, which signature shall evidence such additional Participant's entry into this intergovernmental agreement with the other Participants hereto. A copy of this Declaration of Trust may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Adoption of a written investment policy that permits investment in the Fund will be deemed by the Trustees to constitute an adoption of this Declaration of Trust. Delivering an acknowledged copy of an instrument adopting the Declaration of Trust or the written investment policy shall constitute satisfactory evidence of the adoption contemplated by this Section 13.6.

- (b) A Public Agency's admission as a Participant shall be subject to the approval of the Trustees, or of a duly appointed designee of the Trustees, but such approval shall not be unreasonably withheld.
- (c) Any Participant may resign and withdraw from the Fund by sending a written notice to such effect to the Administrator and by requesting the redemption of all Shares then held by it. Such resignation and withdrawal shall become effective upon the receipt thereof by the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration of Trust and terminate the existence of the Fund.

ILLINOIS INSTITUTIONAL INVESTORS TRUST INTERGOVERNMENTAL COOPERATION COUNTERPART SIGNATURE PAGE

Acting in accordance with Section 13.6(a) of the Declaration, the undersigned delivers this counterpart signature page evidencing the undersigned's entry into an intergovernmental agreement with the other Participants to the Declaration.

Executed this day of	, 20
	Signature
	Name:
	Agency Name:
	Title

S&P Global

Ratings

Ratings

Principal Stability Fund **Ratings Definitions**

AAAm A fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit 'AAAm' is the highest principal stability fund rating assigned by S&P Global

AAm A fund rated 'AAm' demonstrates very strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. It differs from the highest-rated funds only to a small degree.

Am A fund rated 'Am' demonstrates strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk, but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than funds in higher-rated categories

BBBm A fund rated 'BBBm' demonstrates adequate capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. However, adverse economic conditions or changing circumstances are more likely to lead to a reduced capacity to maintain principal stability.

BBm A fund rated 'BBm' demonstrates speculative characteristics and uncertain capacity to maintain principal stability. It is vulnerable to principal losses due to credit risk. While such funds will likely have some quality and protective characteristics. these may be outweighed by large uncertainties or major exposures to adverse conditions.

Dm A fund rated 'Dm' has failed to maintain principal stability resulting in a realized or unrealized loss of principal.

POOL PROFILE

Exhibit C

September 27, 2018

Illinois Trust

About the Pool

Pool Rating **AAAm** Stable NAV Government Pool Type Investment Pool

PFM Asset Management LLC Investment Adviser

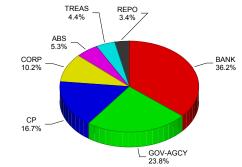
1-800-731-6870 Phone Website www.iiit.us

Portfolio Manager Michael Varano

Pool Rated Since October 2002 Custodian U.S. Bank, N.A.

PFM Fund Distributors, Inc. Distributor

Portfolio Composition as of September 27, 2018



BANK - Bank Deposits; GOV-AGCY - Agency and Government; CP - Commercial Paper; CORP - Corporate; ABS - Asset-backed security; TREAS - Treasury; REPO - Repurchase Agreement

Rationale

Illinois Trust is rated 'AAAm' by S&P Global Ratings. The rating is based on S&P Global Ratings' analysis of the portfolio's credit quality, investment policies, market price exposure, and management. The rating signifies our forwardlooking opinion about a fixed-income fund's ability to maintain principal value (i.e., stable net asset value, or 'NAV').

Overview

The Illinois Trust is organized under the laws of the state of Illinois. The trust was established for the purpose of allowing various public agencies-including counties, townships, cities, towns, villages, school districts, housing authorities, and public water supply districts--to jointly invest funds in accordance with the laws of the state of Illinois. The fund seeks to provide investors with strong current income that is consistent with the preservation of capital and the maintenance of liquidity.

Management

The fund's investment adviser is PFM Asset Management LLC (PFM). As adviser, PFM is responsible for the purchase and sale of all portfolio assets. PFM and Public Financial Management Inc., which is under common ownership with PFM, have managed funds since 1981. The two firms act as financial advisers and/or investment advisers to cities, townships, boroughs, counties, school districts, authorities, and financial institutions throughout the country, providing clients with financial, investment advisory, and cash management services.

Portfolio Assets

The fund invests in fixed-income investments authorized by the Illinois Public Funds Investment Act, which governs the investment of public funds in Illinois. These instruments include U.S. Treasury

and federal agency securities and repurchase agreements secured by such obligations, moneymarket mutual funds registered under the Investment Company Act of 1940, commercial paper, and certificates of deposits. The weighted average maturity to reset (WAM(R)) of the fund's portfolio is managed at 60 days or less to help provide liquidity for redemptions and to limit market price exposure.

Plus (+) or Minus (-)

The ratings may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

S&P Global Ratings Analyst: Joseph Giarratano - 1 (212) 438 8942

www.spratings.com

Participants should consider the investment objectives, risks and charges and expenses of the pool before investing. The investment guidelines which can be obtained from your broker-dealer, contain this and other information about the pool and should be read carefully before investina.

Principal Stability Rating Approach and Criteria

A S&P Global Ratings principal stability fund rating, also known as a "money market fund rating", is a forward-looking opinion about a fixed income fund's capacity to maintain stable principal (net asset value). When assigning a principal stability rating to a fund, S&P Global Ratings analysis focuses primarily on the creditworthiness of the fund's investments and counterparties, and also its investments' maturity structure and management's ability and policies to maintain the fund's stable net asset value. Principal stability fund ratings are assigned to funds that seek to maintain a stable or an accumulating net asset value.

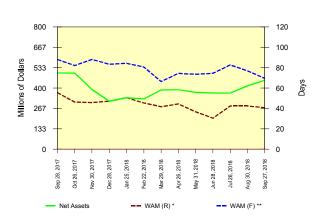
Generally, when faced with an unanticipated level of redemption requests during periods of high market stress. the manager of any fund may suspend redemptions for up to five business days or meet redemption requests with payments in-kind in lieu of cash. A temporary suspension of redemptions or meeting redemption requests with distributions in-kind does not constitute a failure to maintain stable net asset values However, higher rated funds are expected to have stronger capacities to pay investor redemptions in cash during times of high market stress because they generally comprise shorter maturity and higher quality investments

Principal stability fund ratings, or money market fund ratings, are identified by the 'm' suffix (e.g., 'AAAm') to distinguish the principal stability rating from a S&P Global Ratings traditional issue or issuer credit rating. A traditional issue or issuer credit rating reflects S&P Global Ratings view of a borrower's ability to meet its financial obligations. Principal stability fund ratings are not commentaries on yield levels.

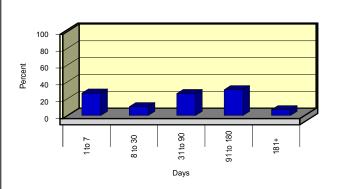
Data Bank as of September 27, 2018

Data Baim ac of coptombol 21	, _0.0					
Net Asset Value per Share	\$1.00005	Net Assets (millions)	\$451.99	Inception Date	October 2002	
WAM (R) *	41 days	WAM (F) **	70 days	7 Day Yield	2.13%	
* Weighted Average Maturity (Reset)		** Weighted Average Maturity (Final)				

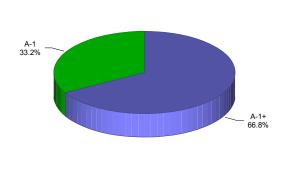




Portfolio Maturity Distribution as of September 27, 2018

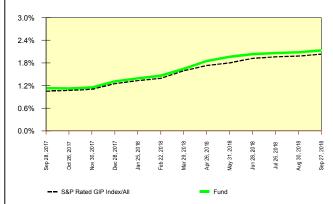


Portfolio Credit Quality as of September 27, 2018 *



*As assessed by S&P Global Ratings

Portfolio 7 Day Net-Yield Comparison *



"S&P 'AAAm' Money Fund Indices are calculated weekly by iMoneyNet, Inc., and are comprised of funds rated or assessed by S&P Global Ratings to within the specific rating categories. The S&P Global Ratings Rated LGIP Indices are calculated weekly by S&P Global Ratings and are comprised of 'AAAm' and 'AAm' government investment pools. The yield quoted represents past performance. Past performance does not guarantee future results. Current yield may be lower or higher than the yield quoted.

Pool portfolios are monitored weekly for developments that could cause changes in the ratings. Rating decisions are based on periodic meetings with senior pool executives and public information.

S&P Global Ratings is neither associated nor affiliated with the fund.

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Portfolio Characteristics as of February 28, 2019

CLASS CLASS

Illinois Trust

is a diversified, actively managed investment trust designed to address the short-term cash and investment needs of municipalities, school districts and other local governments.

Illinois Trust is directed by a Board of Trustees, which is made up of experienced local government finance directors, treasurers and elected officials.

Illinois Trust offers a range of services*** to assist Investors with their investment needs, Including:

- The Illinois Portfolio which is rated AAAm by Standard & Poor's⁴
- The Illinois Term portfolio which is rated AAAf by Fitch⁵
- Separately managed portfolios
- Specialized services for bond proceeds management
- Investment advice provided by PFM Asset Management LLC
- Custody services from US Bank
- Arbitrage rebate analysis and calculation
- ***PFMAM provides services separately from the Trust.

Fund Diversification

IIIT Class Statistics

As of February 28, 2019

Current 7-Day Net Yield¹
Weighted Average Maturity²
Standard and Poor's Fund Rating
Investment Adviser

Exhibit D

37 days

2.50%

PFM Asset Management LLC

Performance (30-Day Yield %)

	30-Day
	Net Yield ³
Feb-19	2.52%
Jan-19	2.52%
Dec-18	2.39%
Nov-18	2.29%
Oct-18	2.20%
Sep-18	2.09%
Aug-18	2.07%
Jul-18	2.05%
Jun-18	1.98%
May-18	1.92%
Apr-18	1.79%
Mar-18	1.56%

¹ The 7-Day yield is computed in accordance with methods prescribed by the SEC. The 7-Day SEC yield excludes distributed capital gains/losses. The current 7-day net yield more closely reflects the current earnings of the Fund than the average annual returns.

² Weighted Average Maturity: Calculated by the final maturity for a security held in the portfolio and the interest rate reset date. This is a way to measure a fund's sensitivity to potential interest rate changes.

³ As of the last day of the month. Average annualized 30-day yields are based on net investment income and distributed gains or losses for the period shown. The average annual returns are an SEC standardized calculation that represents the annual change in value of an investment over specified periods and assumes sales charges and reinvestment of dividends and capital gains. Past performance is no guarantee of future results. Yields will fluctuate as market conditions change. The current fund performance may be higher or lower than that cited.

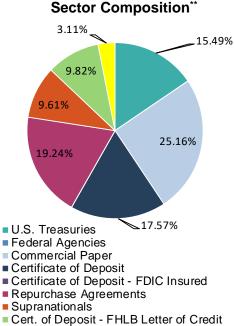
The yields shown may reflect fee waivers by service providers that subsidize and reduce the total operating expenses of the Fund. Fund yields would be lower if there were no such waivers. The current expense ratio is 0.15%.

Average annual returns for historic periods and important disclosure information is provided on the following page.

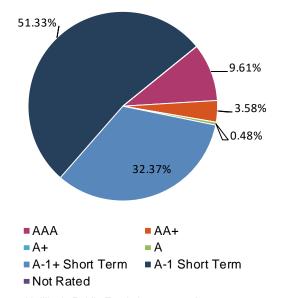
⁴Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management. According to Standard & Poor's rating criteria, the AAAm rating signifies excellent safety of investment principal and a superior capacity to maintain a \$1.00 per share net asset value. However, it should be understood that the rating is not a "market" rating nor a recommendation to buy, hold or sell the securities. For a full description on rating methodology, visit Standard & Poor's website (http://www.standardandpoors.com/en_US/web/guest/home).

⁵The AAAf rating reflects Fitch Ratings ("Fitch") review of the Term program's investment and credit guidelines, the portfolio's credit quality and diversification, as well as the capabilities of PFM Asset Management LLC as investment adviser. It indicates the highest underlying credit quality (or lowest vulnerability to default). However, it should be understood that this rating is not a "market" rating nor a recommendation to buy, hold or sell the securities. For a full description on rating methodology visit www.fitchratings.com.

Corporate Notes



Credit Quality Distribution (Standard & Poor's Fund Ratings)



^{*}In accordance with Illinois Public Funds Investment Act, sector percentages are applicable only at the date of purchase.

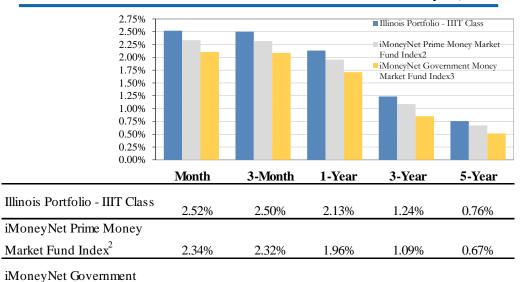
^{**}Percentages may not total to 100% due to rounding.

Portfolio Characteristics as of February 28, 2019

Average Annual Return¹

Money Market Fund Index³

As of February 28, 2019



Must be preceded or accompanied by an Information Statement. For a current Information Statement, which contains more complete information, please visit www.iiit.us or call 800-731-6870. Before investing, consider the investment objectives, risks, charges and expenses of the fund carefully. This and other information can be found in the Trust's Information Statement. Read the Information Statement carefully before you invest or send money.

2.09%

1.71%

0.85%

0.52%

2.10%

¹Source: Returns calculated using the 30-day net yield as of the last day of the month. The current 7-day net yield more closely reflects the current earnings of the Class than the trailing returns. Returns for less than a full calendar year are annualized.

²Source: iMoneyNetPrime Institutional Money Market Fund Index Average. This index is comprised of funds rated in the top grade that invest in high-quality financial instruments with dollar-weighted average maturities of less than 60 days. It is not possible to invest directly in such an index.

³Source: iMoneyNetGovernmentInstitutional Money Market Fund Index Average. This index is comprised of funds rated in the top grade that invest in high-quality financial instruments with dollar-weighted average maturities of less than 60 days. It is not possible to invest directly in such an index.

This information is for institutional investor use only, not for further distribution to retail investors, and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the Trust's investment objectives, risks, charges and expenses before investing in the Trust. This and other information about the Trust is available in the Trust's current Information Statement, which should be read carefully before investing. A copy of the Trust's Information Statement may be obtained by calling 1-800-731-6870 for the IIIT Class and 1-800-731-6830 for the IPDLAF+ Class and is also available on the Trust's websites at www.iiit.us and <a href="www.iii



Investment Objective

Preserve principal, provide liquidity, provide as high a level of current income as is consistent with preserving principal and maintaining liquidity.

Investment Philosophy

The Trust's adviser seeks to optimize investment returns through careful analysis of and investment in short-term governmental securities and other high-quality money market instruments while preserving the safety and liquidity of the underlying principal.

Service Providers

Investment Adviser and Administrator

PFM Asset Management LLC 190 South LaSalle Street Suite 2000 Chicago, IL 60603

Distributor

PFM Fund Distributors, Inc. 213 Market Street Harrisburg, PA 17101

Custodian

U.S. Bank, N.A. 800 Nicollet Mall Minneapolis, MN 55402

Independent Auditor

Ernst & Young LLP 2005 Market Street Suite 700 Philadelphia, PA 19103

Legal Counsel

Schiff Hardin LLP 6600 Willis Tower Chicago, IL 60606



Reviewed By:	
Legal	
Finance Engineer	

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

Agenda Item Number

Administration Committee #5

Tracking Number

ADM 2019-44

	Parks	and Recreation	
	Agion Approving Investment Trust (IPrime)	genda Item Sum tment Services w	mary Memo vith Illinois Public Reserves Investment
Meeting and I	Date: City Council	– August 27, 201	19
Synopsis: Ple	ase see attached men	10.	
Council Actio	n Previously Taken:	:	
Date of Action	: <u>ADM 08-21-19</u>	Action Taken:	Moved forward to City Council agenda.
Item Number:	ADM 2019-44		
Type of Vote	Required: Majority		
Council Actio	n Requested: Appro	val	
Submitted by:	Rob Fredr	ickson	Finance
	Nam	ne	Department
		Agenda Item	Notes:



Memorandum

To: Administration Committee

From: Rob Fredrickson, Finance Director

Date: May 8, 2019

Subject: I-Prime – (PMA) New Investment Platform

Summary

Adopt a resolution approving the Declaration of Trust of the Illinois Public Reserves Investment Management Trust (i.e. IPrime - Exhibit B).

Background

PMA Financial Network, Inc. (PMA) is a financial services company that specializes in investment (fixed income investments, cash flow management, bond proceeds management, etc.) and bond issuance services for over 2,500 local government clients in eleven states. PMA is headquartered in Naperville and currently has over \$25.4 billion in public assets under administration.

Currently the City utilizes two investment vehicles through PMA: a collateralized savings deposit account for liquid funds (i.e. cash); and brokered FDIC insured certificates of deposit (CD's) for longer term investments. Recently staff was notified by PMA that they are in process of converting existing clients over to their new I-Prime investment platform, as their existing platform will be discontinued at the end of 2019. From the City's perspective, the only difference between the two platforms will be the mechanism by which funds are moved in and out of the savings deposit account (SDA). Currently PMA uses BMO Harris Bank to facilitate the flow of funds. Under the new platform, PMA will use their new local government investment pool, IPrime, to conduct transfers. In addition, the new platform will allow for additional investment options, which are explained in greater detail below.

As shown on Exhibit C, the Illinois Public Reserves Investment Management Trust (IPrime) is an overall platform that encompasses several investment options for local governments. The primary product of the new investment platform is the Investment Shares Series (commonly referred to as IPrime), which is a local government investment pool comprised of short-term money market instruments. IPrime is rated AAAm (highest rating) by Standard & Poor's Global Ratings (please see Exhibit D); and its investment objectives focus on offering the highest possible investment yield, while protecting principal and preserving liquidity. IPrime is similar in both form and composition to the Illinois Funds (both Funds are rated AAAm by S&P) and would be an appropriate alternative to the Illinois Funds, depending on each Funds respective yields.

The new investment platform also offers a Term Series Pool option, whereby funds can be invested for a fixed period of time ranging from 30 days to three years; in addition to the existing savings deposit account and brokered CD options.

Recommendation

Staff recommends approval of the attached resolution (Exhibit A).

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING INVESTMENT SERVICES WITH ILLINOIS PUBLIC RESERVES INVESTMENT MANAGEMENT TRUST

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 passed Resolution Number 2015-02, on January 13, 2015, approving investment services with PMA Financial Network, Inc. and PMA Securities, Inc. ("PMA"); and,

WHEREAS, effective on or before January 1, 2019 the existing investment platform will be replaced by PMA with a new investment platform utilizing Illinois Public Reserves Investment Management Trust ("IPRIME") which will provide more online reporting options and the ability to transfer funds on-line including direct deposit of tax revenue; and,

WHEREAS, the Finance Director has recommended that the City approve the new investment platform with IPRIME.

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 IPRIME investment platform option and its *DECLARATION OF TRUST* is hereby approved and the Finance Director is authorized to execute such instruments necessary for the City's approval of the IPRIME investment platform.

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

	Passed by the City	Council of the	United City	y of	Y orkville,	Kendall	County,	Illinois
this _	day of		2019.					
					CITY CLE	RK		

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	
Av		
Attest:		
CITY CLERK		

Prepared by and Return to:

Joseph M. Mannon, Esq. Vedder Price P.C. 222 N. LaSalle Street Chicago, Illinois 60601



ILLINOIS PUBLIC RESERVES INVESTMENT MANAGEMENT TRUST

(an Illinois Entity formed pursuant to the Intergovernmental Cooperation Act, as amended, and the Illinois Municipal Code, as amended)

DECLARATION OF TRUST

Dated December 5, 2018

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This DECLARATION OF TRUST is made as of the 5th day of December, 2018, by the parties signatory hereto, as trustee(s) (such person or persons, so long as they shall continue in office in accordance with the terms of this Declaration of Trust, and all other persons who at the time in question have been duly elected or appointed as trustees in accordance with the provisions of this Declaration of Trust and are then in office, being hereinafter called the "<u>Trustees</u>").

WITNESSETH:

WHEREAS, certain political corporations and subdivisions of the State of Illinois (the "<u>State</u>") desire to form a trust fund under the laws of the State for the purpose of combining their respective available investment funds so as to enhance the investment opportunities available to them and increase the investment earnings accruing to the benefit of the respective municipalities on behalf of which they acted, pursuant to the ensuing constitutional and statutory authority; and

WHEREAS, the aforementioned entity for joint investment will be for the exclusive benefit of political corporations or subdivisions of the State excluding school districts, community college districts and educational service regions (the "<u>Participants</u>"); and

WHEREAS, the authority for the Participants to jointly invest their funds comes from the following sources:

- Article VII, Section 10 of the Constitution of the State of Illinois provides, among other things, that the State shall encourage intergovernmental cooperation and use its technical and financial resources to assist intergovernmental activities among its units of local government; and
- The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), as amended (the "Cooperation Act"), provides a statutory framework that supplements the constitutional grant of intergovernmental cooperation powers found in said Article VII, Section 10; and
- Section 3 of the Cooperation Act provides that "[a]ny power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of [the] State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of [the] State ... except where specifically and expressly prohibited by law"; and
- Section 5 of the Cooperation Act provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, *provided* that such contract shall be authorized by the governing body of each party to the contract and shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and
- The Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), as amended (the "<u>Municipal Code</u>"), provides, among other things, that the corporate authorities of each

municipality may exercise jointly, with one or more other municipal corporations or governmental subdivisions or districts, all of the powers set forth in the Municipal Code; and

- Section 3.1-35-50(d) of the Municipal Code provides, among other things, the following:
 - (d) Notwithstanding any other provision of this Act or any other law, each official custodian of municipal funds, including, without limitation, each municipal treasurer or finance director or each person properly designated as the official custodian for municipal funds, including, without limitation, each person properly designated as official custodian for funds held by an intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities, is permitted to:
 - (i) combine moneys from more than one fund of a single municipality, risk management entity, self-insurance pool, or other intergovernmental entity composed solely of participating municipalities for the purpose of investing such moneys;
 - (ii) join with any other official custodians or treasurers of municipal, intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities for the purpose of jointly investing the funds of which the official custodians or treasurers have custody; and
 - (iii) enter into agreements of any definite or indefinite term regarding the redeposit, investment, or withdrawal of municipal, risk management entity, self-insurance agency, waste management agency, or other intergovernmental entity funds.

When funds are combined for investment purposes as authorized in this Section, the moneys combined for those purposes shall be accounted for separately in all respects, and the earnings from such investment shall be separately and individually computed, recorded, and credited to the fund, municipality, intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity, as the case may be, for which the investment was acquired.

Joint investments shall be made only in investments authorized by law for investment of municipal funds. The grant of authority contained in this subsection is cumulative, supplemental, and in addition to all other power or authority granted by any other law and shall not be construed as a limitation of any power and authority otherwise granted.

• The Local Government Debt Reform Act (30 ILCS 350/1 et seq.) (the "Debt Reform Act"), as amended, provides in Section 12 that "a governing body may authorize and upon such authorization the treasurer of any governmental unit may . . . join with the treasurers of other governmental units for the purpose of jointly investing the funds of which the treasurer has custody."

NOW, THEREFORE, the Participants hereby declare that all moneys, assets, securities, funds and property now or hereafter acquired by the Trustees, and their successors and assigns, shall be held and managed in trust for the proportionate benefit of the holders of record from time to time of shares of beneficial interest issued and to be issued hereunder, without privilege, priority or distinction among such holders, except as otherwise specifically provided herein, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I

DEFINITIONS

- Section 1.1 Wherever used in this Declaration of Trust, unless the context clearly indicates otherwise, the following words shall have the following meanings:
- (a) "<u>Administration Agreement</u>" shall mean the agreement with the Administrator referred to in Section 4.4 hereof, as the same may be amended from time to time.
- (b) "<u>Administrator</u>" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 4.1 and Section 4.4 hereof.
- (c) "<u>Adviser</u>" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 4.1 and Section 4.2 hereof.
- (d) "<u>Affiliate</u>" shall mean, with respect to any Person, another Person directly or indirectly controlled, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.
- (e) "Board" shall mean the Board of Trustees elected pursuant to Article XI hereof.
- (f) "<u>By-laws</u>" shall mean the by-laws of the Trust as adopted pursuant to Section 11.12 hereof.
- (g) "<u>Certificate of Designation</u>" shall mean a Certificate of Designation adopted by the Trustees pursuant to Section 7.1(b) hereof with respect to a Series of Shares.
 - (h) "Chairperson" shall have the meaning given to it in Section 11.9 hereof.
- (i) "Class" shall mean each class of Shares of the Fund or of a Series of the Fund established and designated under and in accordance with the provisions of Article VII hereof.

- (j) "<u>Conflicting Provisions</u>" shall have the meaning given to it in Section 17.6 hereof.
- (k) "<u>Cooperation Act</u>" shall mean the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), as amended.
- (l) "<u>Custodian</u>" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Article XIII hereof.
- (m) "<u>Custodian Agreement</u>" shall mean any agreement with a Custodian referred to in Article XIII hereof, as such agreement may be amended from time to time.
- (n) "<u>Debt Reform Act</u>" shall mean the Local Government Debt Reform Act (30 ILCS 350/1 *et seq.*), as amended.
- (o) "<u>Declaration of Trust</u>" shall mean this Declaration of Trust as amended, restated or modified from time to time. References in this Declaration of Trust to "Declaration," "hereof," "herein," "hereby" and "hereunder" shall be deemed to refer to this Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.
- (p) "<u>Distributor</u>" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 4.1 and Section 4.5 hereof.
- (q) "<u>Distribution Agreement</u>" shall mean the agreement with the Distributor referred to in Section 4.5 hereof, as the same may be amended from time to time.
- (r) "Eligible Participants" shall mean (i) Public Agency Treasurers acting on behalf of their Municipalities (as defined in the Municipal Code), (ii) each official custodian of Public Funds, whose intergovernmental risk management entity, self-insurance pool, waste management agency or other intergovernmental entity is composed solely of participating Municipalities (as defined in the Municipal Code) organized under the Laws of the State and (iii) each official custodian of funds of a Public Agency, in each case with the exception of school districts, community college districts and educational service regions. As used in this definition and hereinafter in this Declaration, the phrase "official custodian" shall refer to such officer or officers only in their official capacity as such, and not individually or personally.
- (s) "<u>Fund</u>" shall mean the common-law trust created by this Declaration, also referred to as the Illinois Public Reserves Investment Management Trust.
- (t) "<u>Fund Property</u>" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Fund or the Trustees and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the Fund or the Trustees.
- (u) "Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the Fund

to Participants and potential Participants of the Fund, as the same may be amended by the Trustees from time to time.

- (v) "<u>Investment Advisory Agreement</u>" shall mean the agreement with the Adviser referred to Section 4.2 hereof, as the same may be amended from time to time.
- (w) "<u>Laws</u>" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.
- (x) "Municipal Code" shall mean the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), as amended.
- (y) "Participants" shall mean the Eligible Participants who adopt this Declaration pursuant to Article X hereof, notwithstanding its usage in the preamble of this Declaration.
- (z) "<u>Permitted Investments</u>" shall mean the investments referred to in Section 3.2(b) hereof.
- (aa) "<u>Person</u>" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (whether or not legal entities), and governments and agencies and political subdivisions thereof.
- (bb) "<u>Public Agency</u>" shall mean (i) a political corporation or subdivision of the State, (ii) any entity as set forth in Section 2 of the Cooperation Act or (iii) any "governmental unit" as set forth in Section 3 of the Debt Reform Act.
- (cc) "<u>Public Agency Treasurer</u>" shall mean an individual officially charged with the performance or supervision of one or more of the following fiscal responsibilities: collection, receipt, tabulation, custody, deposit, investment or disbursement of Public Funds. The term shall include those Persons with the title "Finance Director," or any similar title, if the Person performs or supervises the aforementioned fiscal responsibilities. The term shall refer to such officer or officers only in their official capacity as such, and not individually or personally.
- (dd) "<u>Public Funds</u>" shall mean monies subject to the Public Funds Investment Act.
- (ee) "<u>Public Funds Investment Act</u>" shall mean the Public Funds Investment Act (30 ILCS 235/0.01 *et seq.*), as amended.
 - (ff) "Secretary" shall have the meaning given to it in Section 11.10 hereof.
- (gg) "Series" shall mean a category of the Shares authorized by the Trustees pursuant to Article VII hereof.

- (hh) "Share" shall mean the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in the Fund (or any Series thereof) as described in Article VII hereof.
- (ii) "<u>Share Register</u>" shall mean the register of Shares maintained pursuant to Section 8.1 hereof.
 - (jj) "State" shall mean the State of Illinois.
 - (kk) "Treasurer" shall have the meaning given to it in Section 11.11 hereof.
- (ll) "<u>Trustees</u>" shall mean the Persons who become fiduciaries of the Fund pursuant to Article XI hereof, notwithstanding its usage in the preamble of this Declaration.

ARTICLE II

THE FUND

- Section 2.1 *Name*. The name of the common-law trust created by this Declaration shall be Illinois Public Reserves Investment Management Trust (the "Fund") and, so far as may be practicable, the Trustees shall conduct the Fund's activities, execute all documents and sue or be sued under that name, which name (and the word "Fund" wherever used in this Declaration, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants or Participants of the Fund or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Fund as they deem proper, and the Fund may hold Property and conduct its activities under such other designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the laws of the State or the United States of America so as to protect and reserve the right of the Fund in and to such name. The Trustees shall have full and complete power and absolute discretion to change the name, without the affirmative vote of the Participants as set forth in Section 9.4(b) hereof, provided, however, that notice of any such change of name shall be promptly given to the Participants.
- Section 2.2 Purpose; Authorization; Changes of Incumbent in Office. (a) The purpose of the Fund is to provide an instrumentality and agency through which each Eligible Participant may jointly act, agree and cooperate in accordance with the Laws of the State in the performance of their responsibilities to invest available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the Laws of the State, from time to time in effect, governing the investment of funds of Eligible Participants. Only Eligible Participants may become Participants.
- (b) No Eligible Participant shall become a Participant unless and until the corporate authorities or governing body of such Eligible Participant has adopted this Declaration in accordance with Article X hereof and identified the Eligible Participant with respect to the funds of which he is acting except as set forth in paragraph (c) below. It is not necessary for a Public Agency Treasurer or an official custodian to place any funds in the Fund to become a Participant,

and no minimum investment balance must be maintained by a Public Agency Treasurer or an official custodian that has become a Participant in order for such Eligible Participant to continue to be a Participant.

- (c) In the event that a Public Agency Treasurer or an official custodian, as applicable, shall die, resign or be removed from office, or the office shall otherwise become vacant, any funds placed by the Public Agency Treasurer in the Fund shall be held hereunder for the benefit of the Eligible Participant for which he was acting at the time the vacancy occurred. Any Public Agency Treasurer or official custodian from time to time assuming office as such either to fill a vacancy in such office or to begin a new term following the expiration of the term in office of a predecessor shall be a Participant, as the successor of the predecessor in office, without further action, unless and until the successor shall have resigned and withdrawn from the Fund pursuant to Section 9.10 hereof.
- Section 2.3 Location. The Fund shall maintain an office of record in the State and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the Fund shall be: 2135 CityGate Lane, 7th Floor, Naperville, Illinois 60563. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.
- Section 2.4 Nature of Fund; Duration. (a) The Fund shall be a common-law trust organized under the laws of the State. The Fund is not intended to be, shall not be deemed to be and shall not be treated as a general partnership, limited partnership, joint venture, corporation, investment company or joint stock company. The Participants shall be beneficiaries of the Fund, and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.
- (b) This Declaration is an agreement of indefinite term regarding the deposit, redeposit, investment, reinvestment and withdrawal of Public Funds within the meaning of the Laws of the State. The Fund shall continue in existence in perpetuity, subject in all respects to the provisions of this Declaration.

ARTICLE III POWERS OF THE TRUSTEES

Section 3.1 General. Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the Fund Property and over the affairs of the Fund to the same extent as if the Trustees were the sole and absolute owners of the Fund Property in their own right, and with such powers of delegation as may be permitted by this Declaration. The Trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the Fund or promoting the interests of the Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Declaration.

- Section 3.2 Permitted Investments. The Trustees shall have full and complete power, subject in all respects to Article V hereof:
- (a) to conduct, operate and provide an investment program for all Eligible Participants; and
- (b) for such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments of the following type and nature, which shall hereinafter be collectively referred to as "Permitted Investments":
 - (i) bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;
 - (ii) bonds, notes, debentures or other similar obligations of the United States of America or its agencies and instrumentalities;
 - (iii) interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or other instruments constituting direct obligations of any bank as defined by the Illinois Banking Act (205 ILCS 5/1 et seq.), provided, however, that such bank is insured by the Federal Deposit Insurance Corporation;
 - (iv) short-term obligations of corporations organized in the United States of America with assets exceeding \$500,000,000, provided, however, that such obligations are rated at the time of purchase within one of the three highest classifications established by at least two standard rating services, such obligations mature not later than 397 days from the date of purchase, and such purchases do not exceed 10% of the applicable corporation's outstanding obligations and further provided, however, that no more than one-third of the Fund's assets shall be invested in such short-term obligations at any one time;
 - (v) money market mutual funds registered under the Investment Company Act of 1940, as from time to time amended, *provided*, *however*, that the portfolio of any such money market mutual funds is limited to obligations described in paragraph (i) or (ii) of this Section 3.2(b) and to agreements to repurchase such obligations;
 - (vi) short-term discount obligations of the Federal National Mortgage Association or shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the Laws of the State or any other state or under the Laws of the United States of America, *provided*, *however*, that investments may be made only in those savings banks or savings and loan associations the shares, or investment certificates, of which are insured by the Federal Deposit Insurance Corporation, any such securities are purchased at the offering or market price thereof at the time of such purchase, and all such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of the Trustees, the funds so invested will be

required for the payment of funds to Participants upon the withdrawal of moneys from the Fund;

- (vii) a Public Treasurer's Investment Pool created under Section 17 of the State Treasurer Act (15 ILCS 505/17); and
- (viii) any other investment instruments now or hereafter permitted by the provisions of the Public Funds Investment Act or any other applicable statutes or hereafter permitted by reason of the amendment of the Public Funds Investment Act or the adoption of any other statute applicable to the investment of the funds of a Public Agency; and
- (c) to contract for, and enter into agreements with respect to, the purchase and sale or redemption of Permitted Investments.

In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the Fund. Except as otherwise provided in this Declaration, the Trustees shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by trustees or other fiduciaries, and they shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration that they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no liability for loss with respect to Permitted Investments made within the terms of this Declaration, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries. The Trustees shall be permitted to make Permitted Investments only in accordance with Article V of this Declaration.

- Section 3.3 Legal Title. (a) Legal title to all of the Fund Property shall be vested in the Trustees on behalf of the Participants and be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any Fund Property to be held, on behalf of the Participants, by or in the name of the Fund, or in the name of any other Person as nominee, on such terms, in such manner and with such powers as the Trustees may determine, so long as in their judgment the interest of the Fund is adequately protected.
- (b) The right, title and interest of the Trustees in and to the Fund Property shall vest automatically in all persons who may hereafter become Trustees upon their due election and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, the Trustee (and, in the event of the Trustee's death, the Trustee's estate) shall automatically cease to have any right, title or interest in or to any of the Fund Property, and the right, title and interest of such Trustee in and to the Fund Property shall vest automatically in the remaining Trustees without any further act.
- Section 3.4 Disposition of Assets. Subject in all respects to Article V hereof, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale or other instrument in connection with the foregoing. The Trustees shall

also have full and complete power, subject in all respects to Article V hereof, and in furtherance of the affairs and purposes of the Fund, to give consents and make contracts relating to Fund Property or its use.

Section 3.5 Taxes. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Fund or the Trustees in connection with the Fund Property or upon or against the Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable. All said expenditures shall be made from Fund Property.

Section 3.6 Rights as Holders of Fund Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

Section 3.7 Delegation; Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Fund, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of the Fund Property), to delegate from time to time to such one or more of their number (who may be designated as constituting a committee of the Trustees) or to officers, employees or agents of the Fund (including, without limitation, the Administrator, the Adviser and the Custodian), the doing of such acts and things and the execution of such instruments either in the name of the Fund, or in the names of the Trustees or as their attorney or attorneys, or otherwise, as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Fund.

Section 3.8 Collection. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Fund; (v) to exercise any power of sale held by them, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sales to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations, and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property, and to execute and enter into releases, agreements and other instruments; and (ix) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

- Section 3.9 Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration; (ii) to reimburse others for the payment therefor; and (iii) to pay appropriate compensation or fees from the funds of the Fund to Persons with whom the Fund has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the Fund. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may receive reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Fund. The Trustees may allocate such expenses among various Series in such manner and proportion as appropriate in the discretion of the Trustees. The Trustees shall periodically review the expenses of the Fund.
- Section 3.10 Borrowing and Indebtedness. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in Section 5.2(c) of this Declaration, but only if and to the extent permitted by Law.
- Section 3.11 Deposits. The Trustees shall have full and complete power to deposit, in such manner as may now and hereafter be permitted by Law, any moneys or funds included in the Fund Property, and intended to be used for the payment of expenses of the Fund or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with which the moneys, investments or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable Laws including, but not limited to, the Municipal Code.
- Section 3.12 Valuation. Subject to Article XII hereof, the Trustees shall have full and complete power to determine in good faith conclusively the value of any of the Fund Property and to revalue the Fund Property.
- Section 3.13 Fiscal Year; Accounts. The Trustees shall have full and complete power to determine the fiscal year of the Fund and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this Section, the fiscal year of the Fund shall terminate on April 30 and commence on May 1 of each calendar year.
- Section 3.14 Concerning the Fund and Certain Affiliates. (a) The Fund may enter into transactions with any Affiliate of the Fund or of the Adviser, the Administrator, the Custodian or any Affiliate of any Trustee, officer, director, employee or agent of the Fund or of the Adviser, the Administrator or the Custodian if (i) each such transaction (or type of transaction) has, after

disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the Trustees who are not Affiliates of any Person (other than the Fund) who is a party to the transaction or transactions with the Fund and (ii) such transaction (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the Fund and the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Trustees have knowledge) with organizations unaffiliated with the Fund or with the Person who is a party to the transaction or transactions with the Fund.

- (b) Except as otherwise provided in this Declaration or in the Laws of the State, in the absence of fraud, a contract, act or other transaction between the Fund and any other Person, or in which the Fund is interested is valid and no Trustee, officer, employee or agent of the Fund has any liability as a result of entering into any such contract, act or transaction even though (i) one or more of the Trustees, officers, employees or agents of such other Person, or (ii) one or more of the Trustees, officers, employees or agents of the Fund, individually or jointly with others, is a party or are parties to or directly interested in, or affiliated with, such contract, act or transaction, *provided*, *however*, that (i) such interest or affiliation is disclosed to the Trustees, and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is approved by the Participants as provided in Section 9.4(b) hereof.
- (c) Any Trustee, officer, employee, or agent of the Fund may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the Fund, which interests and activities may be similar to those of the Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the Fund shall be free of any obligation to present to the Fund any investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the Fund, even if such opportunity is of a character which, if presented to the Fund, could be taken by the Fund.
- (d) Subject to the provisions of Article IV hereof, any Trustee, officer, employee or agent of the Fund may be interested as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the Fund, and may receive compensation from such Person as well as compensation as Trustee, officer, employee or agent of the Fund or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the Fund.
- (e) To the extent that any other provision of this Declaration conflicts with, or is otherwise contrary to the provisions of, this Section 3.14, the provisions of this Section 3.14 shall be deemed controlling.
- (f) Notwithstanding the foregoing provisions of this Section 3.14, the Trustee shall have the power to engage in any transaction with any Affiliate that would not be inconsistent with the Laws of the State or the United States concerning public ethics and conflicts of interest,

and the By-laws of the Fund may contain provisions more restrictive than those set forth in this Section 3.14.

Section 3.15 Investment Program. The Trustees shall use their best efforts to obtain through the Adviser or other qualified persons a continuing and suitable investment program, consistent with the investment policies and objectives of the Fund set forth in Article V of this Declaration. Subject to the provisions of Section 3.7 and Section 4.1 hereof, the Trustees may delegate functions arising under this Section 3.15 to one or more Adviser or other Persons. The Trustees also shall have full and complete power to contract for or to otherwise obtain from or through the Adviser, the Administrator or other qualified Persons for the benefit of, and to make available to, the Participants of the Fund from time to time, additional investment and non-investment programs and services distinct from the Fund's program of investments measured by Shares, but consistent with the investment goals and objectives of the Fund and the general purposes of this Declaration.

Section 3.16 Power to Contract, Appoint, Retain and Employ. Subject to the provisions of Section 3.7 and Section 4.1 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain or contract with any Person of suitable qualifications and high repute (including any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 3.14 hereof) as the Trustees may deem necessary or desirable for the transaction of the affairs of the Fund, or the transaction of the affairs of any additional investment programs or services or non-investment programs or services of any nature affiliated with the Fund or otherwise contracted for or by the Fund, including any Person or Persons who, under the supervision of the Trustees, may, among other things (i) serve as the Fund's investment adviser; (ii) serve as the Fund's administrator or co-administrator; (iii) furnish reports to the Trustees and provide research, economic and statistical data in connection with the Fund's investments; (iv) act as auditors, distributors, consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable; (v) investigate, select and, on behalf of the Fund, conduct relations with Persons acting in such capacities, and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold or otherwise disposed of, or committed, negotiated or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person; (vii) act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; (viii) assist in the performance of such ministerial functions necessary in the management of the Fund as may be agreed upon with the Trustees; and (ix) any of the foregoing as may be agreed upon by the Trustees with regard to any additional investment and noninvestment programs and services for the benefit of the Participants.

Section 3.17 Insurance. The Trustees shall have full and complete power to purchase and pay for, entirely out of Fund Property, insurance policies insuring the Fund and the Trustees, officers, employees and agents of the Fund individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the Fund or any such Person as Trustee, officer,

employee or agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the Fund would have the power to indemnify such Person against such liability.

Section 3.18 Seal. The Trustees shall have full and complete power to adopt and use a seal for the Fund, but, unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the Fund.

Section 3.19 Indemnification. In addition to the mandatory indemnification provided for in Section 6.4 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the Fund has dealings, including, without limitation, the Adviser, the Administrator and the Custodian, to such extent as the Trustees shall determine.

Section 3.20 Remedies. Notwithstanding any provision in this Declaration, when the Trustees deem that there is a significant risk that an obligor to the Fund may default or is in default under the terms of any obligation to the Fund, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the Fund, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Fund resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

Section 3.21 Further Powers. The Trustees shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Fund made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the Fund Property or exercise their duties.

ARTICLE IV

SERVICE CONTRACTS

Section 4.1 Appointment of Adviser, Administrator and Distributor. The Trustees are responsible for the general investment policy and program of the Fund and for the general supervision and administration of the business and affairs of the Fund conducted by the officers, agents, employees, investment advisers, administrators, consultants, distributors or independent contractors of the Fund. However, the Trustees are not required personally to conduct all of the routine business of the Fund and, consistent with their ultimate responsibility as stated herein, the Trustees shall appoint, employ or contract with the Adviser as an investment adviser to the Trustees, the Administrator as an administrator for the Fund and the Distributor as the distributor of Shares, and may grant or delegate such authority to the Adviser, Administrator or Distributor (pursuant to the terms of Section 3.16 hereof), or to any other Person the services of whom are obtained by the Adviser, Administrator or Distributor, as the Trustees may, in their sole discretion,

deem necessary or desirable, for the efficient management of the Fund, without regard to whether such authority is normally granted or delegated by trustees or other fiduciaries. The Trustees may appoint one or more Persons to serve jointly as co-advisers, co-administrators, or co-distributors; provided, however, that the Adviser must agree to the appointment of any co-advisers, that the Administrator must agree to the appointment of any co-administrators and that the Distributor must agree to the appointment of any co-distributors.

- Section 4.2 Duties of the Adviser. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement entered into between the Fund and the Person or Persons designated pursuant to Section 4.1 as the Adviser or co-advisers. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article V hereof, the Trustees may authorize the Adviser to effect purchases, sales or exchanges of Fund Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist in the performance of its duties.
- Section 4.3 Registration of the Adviser. The Adviser shall be registered as an investment adviser under the Investment Advisers Act of 1940 and shall maintain such registration in effect at all times during the term of the Investment Advisory Agreement. In the event that the Adviser is no longer registered as an investment adviser or such registration is suspended, the Trustees may, in their sole discretion, contract with an interim investment adviser for a period of up to two (2) years. If, at the conclusion of said period, the Adviser is still unable to serve as the investment adviser to the Fund due to its registration status or for any other reason, then the Fund may contract with a replacement Adviser.
- Section 4.4 Duties of the Administrator. The duties of the Administrator shall be those set forth in the Administration Agreement entered into between the Fund and the Person or Persons designated pursuant to Section 4.1 as the Administrator or co-administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties.
- Section 4.5 Duties of the Distributor. The duties of the Distributor shall be those set forth in the Distribution Agreement entered into between the Fund and the Person or Persons designated pursuant to Section 4.1 as the Distributor. Such duties may be modified by the Trustees, from time to time, by the amendment of the Distribution Agreement. The Distribution Agreement may authorize the Distributor to employ other persons to assist it in the performance of its duties.
- Section 4.6 Sub-Adviser, Sub-Administrator; Sub-Distributor. Subject to Section 4.1, the Trustees may also authorize the Adviser, Administrator or Distributor to employ one or more sub-advisers, sub-administrators or sub-distributors from time to time to perform such of the acts and services of the Adviser, Administrator or Distributor, as applicable, and upon such terms and conditions, as may be agreed upon between the Adviser, Administrator or Distributor and such sub-adviser, sub-administrator or sub-distributor, as applicable, and approved by the Trustees;

provided, however, that such sub-advisers, sub-administrators or sub-distributors, as applicable, are agents of the Adviser, Administrator or Distributor respectively, and not of the Fund, and will be liable and responsible to the Adviser, Administrator or Distributor, as applicable, for performance of their respective services and that the Adviser, Administrator or Distributor, as applicable, shall acknowledge that the employment of a sub-adviser, sub-administrator or sub-distributor, as applicable, to perform such services does not relieve the Adviser, Administrator or Distributor, as applicable, of its respective liability and responsibility to the Fund, including (without limitation) for the failure of such sub-advisers, sub-administrators or sub-distributors, as applicable, to perform their duties.

Section 4.7 Appointment and Duties of the Independent Accountant. The Trustees shall appoint an independent accountant for each fiscal year of the Fund. Such independent accountant shall perform such duties as may be directed by the Trustees, including, without limitation, the rendering of the opinions and reports and the making of the examinations referred to in Section 9.9 hereof in accordance with the standards referred to in such section.

ARTICLE V

INVESTMENTS

- Section 5.1 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 5.2 hereof, the general investment policy and objective of the Trustees shall be to provide a high current yield for the Participants of the Fund while maintaining safety and liquidity and to offer participation in a diversified portfolio of high-quality fixed-income instruments by investing in Permitted Investments in accordance with the Public Funds Investment Act and any other applicable provisions of Law as may be set forth more fully in the Fund's Information Statement, as the same may be amended from time to time.
- Section 5.2 Restrictions, Fundamental to the Fund. Notwithstanding anything in this Declaration which may be deemed to authorize the contrary, the Fund:
- (a) may not make any investment other than investments authorized by the Public Funds Investment Act or any other applicable provisions of Law, as the same may be amended from time to time:
- (b) may not purchase any Permitted Investment if the effect of such purchase by the Fund would be to make the average dollar weighted maturity of the Fund's investment portfolio greater than the period designated by the Trustees in the with respect to the Series to which such purchase of such Permitted Investment relates as set forth in the applicable Certificate of Designation;
- (c) may not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except:
 - (i) as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments, including, without limitation, to facilitate withdrawal requests made by Participants and received by the Custodian after the Fund has already sold, or entered sell orders

for, portfolio investments to cover the withdrawal requests previously made on that date, and only to the extent permitted by Law; or

- (ii) as a temporary measure (not to exceed one (1) business day) from the Custodian to provide for the purchase of portfolio securities pending receipt by the Custodian of collected funds from a Participant who has notified the Fund before such purchase that it has wire transferred funds (or otherwise transferred immediately available funds) to the Fund in an amount sufficient to pay the purchase price of such securities, and only as and to the extent permitted by Law; *provided*, *however*, that nothing contained in this Section 5.2(c) shall permit, or be construed as permitting, the pledge of the assets of the Fund to secure any such borrowing except for the pledge of amounts, limited to the amount of such borrowing, held in the specific Participant's account with the Fund for whom such borrowing was incurred;
- (d) may not make loans, *provided* that the Fund may make Permitted Investments; and
- (e) may not hold or provide for the custody of any Fund Property in a manner not authorized by Law or by any institution or Person not authorized by Law.
- Section 5.3 Amendment of Restrictions. The restrictions set forth in Section 5.2 hereof are fundamental to the operation and activities of the Fund and may not be changed without the affirmative vote of the Participants as provided in Section 9.4(b) hereof, except that such restrictions may be changed in the sole discretion of the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the Fund to the Laws of the State and the United States of America as such Laws may from time to time be amended.

ARTICLE VI

LIMITATIONS OF LIABILITY

- Section 6.1 Liability of Participants. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any other Person or Persons in connection with Fund Property or the affairs of the Fund.
- Section 6.2 Liability to Third Parties. No Trustee, officer or employee of the Fund or any other Person designated by the Trustees shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any other Person or Persons in connection with Fund Property or the affairs of the Fund, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the Fund and except that the Investment Advisory Agreement shall provide for the personal liability of the Adviser for its willful or grossly negligent failure to take reasonable measures to restrict investments of Fund Property to those permitted by Law and this Declaration; and all such other Persons shall look solely to the Fund Property for satisfaction of claims of any nature arising in connection with the

affairs of the Fund. If any Participant, Trustee, officer or employee, as such, of the Fund or any other Person designated by the Trustees is made a party to any suit or proceedings to assert or enforce any such liability, he shall not on account thereof be held to any personal liability.

Section 6.3 Liability to the Fund or to the Participants. No Trustee, officer or employee of the Fund or any other Person designated by the Trustees shall be liable to the Fund or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator, the Distributor and the Custodian) of the Fund for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties and except that the Investment Advisory Agreement shall provide for the personal liability of the Adviser for its willful or grossly negligent failure to take reasonable measures to restrict investments of Fund Property to those permitted by Law and this Declaration; provided, however, that the provisions of this Section 6.3 shall not limit the liability of any Person (including, without limitation, the Adviser, Administrator, Distributor and Custodian) with respect to breaches by it of a contract between it and the Fund.

Section 6.4 Indemnification. (a) The Fund shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and the Fund shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 6.4 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the Fund to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

(b) The Fund shall indemnify each of its Trustees and officers, and employees and other Persons designated by the Board of Trustees to receive such indemnification (including, without limitation, the Adviser, Administrator, Distributor and Custodian), against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, amounts paid in compromise or as fines and penalties, and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the Fund or any other Person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee, officer, employee or other designated Person, except as to any matter as to which he shall have been adjudicated to have acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence; provided, however, that the provisions of this Section 6.4 shall not be construed to permit the indemnification of any Person with respect to breaches by it of a contract between it and the Fund; and further provided, however, that, as to any matter disposed of by a compromise payment by such Trustee, officer, employee or other designated Person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the Fund shall have received a written opinion from independent counsel approved by the Trustees to the effect that if the foregoing matters had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or other designated Person were meritorious. The rights accruing to any Trustee, officer, employee or other designated Person under the provisions of this paragraph (b) of this Section 6.4 shall not exclude any other right to which he may be lawfully entitled; *provided*, *however*, that no Trustee, officer, employee or other designated Person may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 6.4, *provided* that the indemnified Trustee, officer, employee or other designated Person shall have given a written undertaking to reimburse the Fund in the event that it is subsequently determined that he is not entitled to such indemnification.

- (c) Any action taken by, or conduct on the part of, a Trustee, an officer or an employee of the Fund or other Person designated by the Trustees in conformity with, or in good-faith reliance upon, the provisions of Section 3.14 or Section 6.9 hereof shall not, for the purpose of this Declaration (including, without limitation, Section 6.1, Section 6.3 and this Section 6.4) constitute bad-faith, willful misfeasance, gross negligence or reckless disregard of his duties.
- Section 6.5 Surety Bonds. No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.
- Section 6.6 Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the Fund shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustee or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.
- Section 6.7 Recitals. Any written instrument creating an obligation of the Fund shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the Fund only in his capacity as a Trustee under this Declaration or in his capacity as an officer, employee or agent of the Fund. Any written instrument creating an obligation of the Fund (other than instruments or agreements pertaining to the Fund's investment on behalf of the Fund by the Adviser) shall refer to this Declaration and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the Fund, and that only the Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 6.7 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Fund.
- Section 6.8 Trustees Not Experts. The appointment, designation or identification of a Trustee as Chairperson, a member or chair of a committee of the Trustees, as an expert on any topic or in any area, or as having experience, attributes or skills in any area, or any other appointment, designation or identification of a Trustee, shall not impose on that person any standard of care or liability that is greater than that imposed on that person as a Trustee in the absence of such appointment, designation or identification, and no Trustee who has special attributes, skills, experience or expertise, or is appointed, designated or identified as aforesaid, shall be held to a higher standard of care by virtue thereof. In addition, no appointment,

designation or identification of a Trustee as aforesaid shall affect in any way that Trustee's rights or entitlement to indemnification or advancement of expenses.

Section 6.9 Reliance on Experts, Etc. Each Trustee and each officer of the Fund shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Fund, upon an opinion of counsel or upon reports made to the Fund by any of its officer or employees or by the Adviser, the Administrator, the Distributor and the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the officers of the Fund.

Section 6.10 Liability Insurance. The Trustees shall, at all times, maintain insurance for the protection of the Fund Property, and the Trustees, Participants, officers, employees and agents of the Fund, in such amount as the Trustees shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

ARTICLE VII

INTERESTS OF PARTICIPANTS

Section 7.1 General. (a) The beneficial interest of the Participants hereunder in the Fund Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to which Shares relate to preference, preemptive, appraisal, conversion or exchange rights of any kind with respect to the Fund or the Fund Property. Title to the Fund Property of every description and the right to conduct any affairs herein described are vested in the Trustees on behalf, and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Fund, nor can they be called upon to share or assume any losses of the Fund or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as provided in Article XII hereof.

The Trustees, in their discretion, from time to time, may authorize the division of Shares into separate and distinct Series of Shares and the division of any Series of Shares into separate Classes of Shares, each Series relating to a separate portfolio of investments. All references to Shares in this Declaration shall be deemed to be Shares of any one Series, any one or more Series or all Series, as the context may require.

- (b) If the Trustees shall divide the Shares into two or more Series, the following provisions shall be applicable:
 - (i) The number of Shares of each Series that may be used to measure the respective beneficial interests of the Participants in the portfolio of investments to which such Series relates shall be unlimited.

- (ii) The Trustees may authorize the division of any Series of Shares into separate Classes of Shares, each with different distribution, liquidation and other rights.
- (iii) The Trustees shall have the power to invest and reinvest the Fund Property applicable to each Series or Class in accordance with the investment policies and restrictions set forth in this Declaration, in the By-laws or otherwise. The Trustees may establish more restrictive investment policies and restrictions for any particular Series or Class.
- All funds received by the Fund from a Participant with respect to a (iv) particular Series or Class, together with all assets in which such funds are invested or reinvested, all income, earnings, profits and proceeds thereof, including any proceeds derived from the sale, exchange or liquidation of such assets, and (except to the extent otherwise determined by the Trustees pursuant to Section 12.4 hereof) any funds or payments derived from any reinvestment of such proceeds in whatever form the same may be, shall irrevocably belong to that Series or Class for all purposes, subject only to the rights of creditors, and shall be so recorded upon the books of account of the Fund. In the event that there are any assets, income, earnings, profits or payments which are not readily identifiable as belonging to any particular Series or Class, the Trustees shall allocate them among any one or more of the Series or Class (or to a reserve pursuant to Section 12.4 hereof) established and designated from time to time in such manner and on such basis as they, in their sole discretion, deem fair and equitable. Each such allocation by the Trustees shall be conclusive and binding upon the Participants of all Series or Classes for all purposes.
- (v) The assets belonging to each particular Series or Class shall be charged with the liabilities of the Fund in respect of that Series or Class and all expenses, costs, charges and reserves attributable to that Series or Class in such manner and on such basis as the Trustees in their sole discretion deem fair and equitable. Any general liabilities, expenses, costs, charges or reserves of the Fund which are not readily identifiable as attributable to any particular Series or Class shall be allocated and charged by the Trustees to and among any one or more of the Series or Class established and designated from time to time in such manner and on such basis as the Trustees in their sole discretion deem fair and equitable. Each allocation of liabilities, expenses, costs, charges and reserves by the Trustees shall be conclusive and binding upon the Participants of all Series or Classes for all purposes. The Trustees shall have full discretion to determine which asset items will be treated as income and which as funds placed in the Fund by Participants and each such determination and allocation shall be conclusive and binding upon the Participants of all Series or Classes.
- (vi) The net income of the Fund shall be determined separately for each Series or Class and shall be credited to the respective Share account of the Participants in each Series or Class in the manner and at the times provided in Article XII hereof.
- (vii) The terms designated by the Trustee with respect to a Series or Class may provide that the Shares of such Series or Class shall relate only to a particular Participant or shall relate to all Participants or otherwise provide for a limitation on the

number and identity of the Participants to which the Shares of such Series or Class shall relate.

- (viii) The terms designated by the Trustee with respect to a Series or Class may provide that such Series or Class shall be established on a particular date and be terminated on a particular date.
- (ix) The terms designated by the Trustees with respect to a Series or Class may provide for limitations of time or otherwise with respect to the ability of the Participants participating in such Series or Class to withdraw funds relating to Shares of such Series or Class from the Fund.
- Classes or to establish a Series or Class, the Trustees shall authorize and adopt a Certificate of Designation for each such Series. Such Certificate of Designation shall become effective when (a) executed (i) by any two of the Chairperson, Treasurer and Secretary of the Fund or (ii) by such other Trustees or officers of the Fund as shall be determined by the Trustees and (b) lodged in the records of the Fund. Any such Certificate of Designation may be filed or recorded pursuant to Article XIV of this Declaration, but no such recordation or filing shall be a condition precedent to the effectiveness of such Certificate of Designation. No Certificate of Designation shall be, or shall be deemed to be, an amendment of this Declaration within the meaning of Article XV of this Declaration. It shall not be necessary for each Participant to be advised of the adoption of any Certificate of Designation prior to its effectiveness, but the Trustees shall take, or shall cause to be taken, such measures as are reasonably intended to periodically notify the Participants of the authorization and adoption by the Trustees of any Certificate of Designation.
- (xi) A copy of the Certificate of Designation relating to any Series shall be provided, upon written request therefor, to any Participant whether or not such Participant is participating in such Series.
- (xii) A Certificate of Designation authorized and adopted by the Trustees pursuant to this Article VII shall be in substantially the following form, with the Trustees being hereby authorized to make such changes in the form set forth in this subsection (xii) as may be necessary from time to time to conform to, or accommodate, changes in Law or regulation or the circumstances applicable or pertaining to a particular Series:

ILLINOIS PUBLIC RESERVES INVESTMENT MANAGEMENT TRUST

CERTIFICATE OF DESIGNATION

The Trustees of the Illinois Public Reserves Investment Management Trust (the "Fund"), by action taken by them on the __ day of ______, 20___, pursuant to the authority vested in them by the Participants of the Fund in accordance with the Declaration of Trust, do hereby adopt this Certificate of Designation authorizing and establishing a Series of Shares of the Fund.

	1.	Nomenclature. The Series shall be known and referred to as
	2.	Date of Establishment. The Series shall be established as of
	3.	Duration. The duration of the Series shall be
obliga	4. tions of	Classes: The Series shall be divided into distinct classes. The rights and each Class are as follows:
Partic		Participants. The Participant or Participants that may participate (the "Series in the Series are
or Par		Investments. The nature of the investments in which funds of the Series Participans placed in the Fund with respect to the Series may be invested is
	7.	Deposits and Redemptions
	8.	Diversification.

The terms of such Series (the "Series") shall be as follows:

The Trustees for the purposes of curing any ambiguity or supplying any omission or curing or correcting any defect or inconsistent provision in the Certificate of Designation shall insert such provisions clarifying matters or questions arising under the Certificate of Designation as are necessary or desirable and are not contrary to or inconsistent with the Certificate of Designation theretofore in effect. The Participants participating in the Series to which the amendment relates shall be given notice thereof.

Section 7.2 Allocation of Shares. (a) The Trustees, in their discretion, may, from time to time, without vote of the Participants, allocate Shares, in addition to the then-allocated Shares, to such party or parties, for such amount and such type of consideration (including, without limitation, income from the investment of Fund Property), at such time or times (including, without limitation, each business day in accordance with the maintenance of a constant net asset value per Share as set forth in Section 12.2 hereof), and on such terms as the Trustees may deem best. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 12.2 hereof. Shares shall be allocated and redeemed as whole Shares and/or in one thousandths (1/1000ths) of a Share or multiples thereof.

- (b) Shares may be allocated only to an Eligible Participant in accordance with Section 2.2 hereof. Each Participant may divide its Shares administratively among more than one account within the Fund or Series for such Participant's convenience in accordance with such procedures as the Trustees may establish.
- (c) The minimum amount of funds which may be placed in the Fund by a Participant at any one time shall be as determined by the Trustees from time to time.

- Section 7.3 Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the Fund pursuant to Section 8.1 hereof, and the Fund shall not be required to issue certificates as evidence of Share allocation.
- Section 7.4 Redemption to Maintain Constant Net Asset Value. If so determined by the Trustees, the Shares of one or more Series of the Fund shall be subject to redemption pursuant to the procedure for reduction of outstanding Shares set forth in Section 12.2 hereof in order to maintain a constant net asset value per Share. For the avoidance of doubt, the Trustees are authorized to take any other action the Trustees deem necessary and appropriate to maintain the constant net asset value per Share of any Series, including, but not limited to, creating designated memorandum accounts or otherwise segregating assets of a Series in order to maintain a stable net asset value.

Section 7.5 Redemptions.

- Redemptions by Participants. Payments by the Fund to Participants, and the reduction of Shares resulting therefrom, are, for convenience, referred to in this Declaration as "redemptions." Any and all allocated Shares may be redeemed at the option of the Participant whose beneficial interest hereunder is measured by such Shares, upon and subject to the terms and conditions provided in this Declaration and the Information Statement. The Fund shall, upon application of any Participant, promptly redeem from such Participant allocated Shares for an amount per Share equivalent to the proportionate interest measured by each Share in the net assets of the Fund at the time of the redemption pursuant to the procedures for effecting redemption as adopted by the Trustees and as set forth in the Information Statement of the Fund, as the same may be amended from time to time, or applicable Certificates of Designation; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Fund by the redemption of Shares; provided further, however, that the Trustees shall have the power to provide for redemption procedures relating to any particular Series which are consistent with the purpose and intent of this Declaration and consistent with the terms of the Certificate of Designation of such Series, and such procedures may, among other things, establish periods during which funds relating to Shares of such Series may not be withdrawn from the Fund.
- (b) <u>Mandatory Redemptions</u>. Not in limitation of Section 7.4 or Section 12.2, at any time the Trustees, in their sole discretion, may redeem the Shares of any Participant, in whole or in part, and in conjunction with any such redemption, shall waive any redemption limitations and penalties applicable to such Shares set forth in the Information Statement and/or the applicable Certificate of Designation.
- Section 7.6 Suspension of Redemption; Postponement of Payment. Each Participant, by its adoption of this Declaration, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, suspend the right of redemption or postpone the date of payment for redeemed Shares for all Series or any one or more Series or Class for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State or any general suspension of trading or limitations of prices on the New York Stock Exchange (other than customary weekend and holiday closings) or (ii) during which any financial emergency situation exists as a result of which

disposal by the Fund of Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the Fund fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement lifted, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of redemption or a postponement of payment for redeemed Shares, a Participant may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value existing after the termination of the suspension.

Section 7.7 Minimum Purchase or Redemption. The Certificate of Designation of each Series may provide for a minimum dollar amount worth of Shares or a minimum number of Shares that may be purchased or redeemed at any one time at the option of a Participant.

Section 7.8 Defective Redemption Requests. In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such request shall not be honored, and each Participant, by its adoption of this Declaration, agrees that the Trustees shall have full and complete power to redeem a number of the Shares allocated to such Participant, at a redemption price determined in accordance with Section 7.5 hereof, sufficient to reimburse the Fund for any fees, expenses, costs or penalties actually incurred by the Fund as a result of such defective redemption request.

ARTICLE VIII

RECORD OF SHARES

Section 8.1 Share Register. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants (including an e-mail address of the main contact within the Participant), (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address (including e-mail address) to such officer or agent of the Fund as shall keep the Share Register for entry thereon.

Section 8.2 Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Share Register shall be kept by the Administrator, which shall serve as the registrar for the Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually

performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

Section 8.3 Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, or by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall be entitled only to the redemption value of such Shares. Until the Person becoming entitled to such redemption value shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Fund shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

Section 8.4 No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to the Fund itself for purposes of redemption.

Section 8.5 Limitation of Fiduciary Responsibility. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the Fund, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any redemption of such Shares by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

Section 8.6 Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if (i) mailed, postage prepaid, addressed to Participants of record at their last known post office addresses or (ii) emailed to the main contacts of the Participants of record, each as recorded on the Share Register provided for in Section 8.1 hereof. Notice given by e-mail shall be deemed given when the e-mail message is transmitted.

ARTICLE IX

PARTICIPANTS

Section 9.1 Voting. Each Participant shall be entitled to one vote as a matter of right with respect to the following matters: (i) amendment of this Declaration or termination of the Fund as provided in Section 5.3 and Section 15.1 hereof; (ii) reorganization of the Fund as provided in Section 16.3 hereof; and (iii) election of Trustees as provided in Section 11.5 hereof. The Participant shall have a fund balance in its account forty-five (45) days prior to its taking any vote or for any other purpose at any meeting including being considered as a member for the purpose of determining a quorum. Participants shall not be entitled to vote on a Series by Series basis,

except when the Trustees have determined that the matter affects the interest of only one or more Series or Class, then only shareholders of such Series or Class shall be entitled to vote thereon.

- Section 9.2 Right to Initiate a Vote of the Participants. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board of Trustees signed by at least fifty percent (50%) of the Participants, have the right to initiate a vote of the Participants as to any matter described in clause (i) or clause (ii) of Section 9.1 hereof. Within thirty (30) days of receipt of such instrument or instruments, the Board of Trustees shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.
- Section 9.3 Inspection of Records. The records of the Fund shall be open to inspection by any Participant at all reasonable times, provided, that ten (10) days' written notice thereof is given to the Board.
- Section 9.4 Meetings of Participants; Quorum. (a) Meetings of the Participants may be called at any time by a majority of the Trustees, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State at such place, on such day and at such time as the Trustees shall designate.
- (b) One-quarter of the Participants entitled to vote at such meeting present in person (including, if permitted by applicable Law, participation by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy shall constitute a quorum at any meeting. Except as provided in Section 15.1 hereof, if a quorum is present, the affirmative vote of a majority of the Participants present in person (including, if permitted by applicable Law, participation by conference telephone or other similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy at the meeting and entitled to vote on the matter shall be the act of the Participants.
- Section 9.5 Notice of Meetings and Votes. Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof, shall be given by the Trustees by mail or electronic communication to each Participant at its registered address, mailed at least seven (7) days and not more than sixty (60) days before the meeting or the day by which votes must be cast. Alternatively, such notice shall be given during such time period by e-mail to the main contact at each Participant (as such contact is recorded on the Share Register provided for in Section 8.1 hereof). Only the business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by any "open meeting," "sunshine" or similar law, whether now or hereafter in effect, shall also be given. For the avoidance of doubt, proxies may be voted electronically using any system determined by the Trustees.
- Section 9.6 Record Date for Meetings and Votes. For the purpose of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or that are entitled to participate in any vote, or for the purpose of any other action, the Trustees may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of

Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated at Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

Section 9.7 Proxies. At any meeting of Participants, if permitted by applicable Law, any Participant entitled to vote may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the Fund, or with such other officer or agent of the Fund as the Secretary of the Fund may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a majority of the Trustees, proxies may be solicited in the name of one or more of the officers of the Fund. All proxies shall be revocable at the option of the Participant.

Section 9.8 Number of Votes. Only Participants of record shall be entitled to vote, and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it and without regard to the number of Series in which a Participant participates. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

Section 9.9 Reports. (a) The Trustees shall cause to be prepared at least annually with respect to any Series of indefinite duration, commencing with the first fiscal year-end after Shares have been purchased for any such Series or Class, (i) financial statements containing at a minimum a statement of assets and liabilities and statements of operations and of changes in net assets of such Series prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Fund pertaining to such Series made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within such period after the close of the period covered thereby as may be determined by the Trustees. Copies of such reports shall be mailed (or e-mailed) to all Participants of record. The Trustees shall, in addition, furnish to the Participants, at least quarterly but more frequently if provided in the Information Statement, an interim report containing an unaudited balance sheet of the Fund as at the end of such period, and statements of operations and changes in net assets for the period from the beginning of the then-current fiscal year to the end of such period.

(b) In addition to any reports and opinions prepared pursuant to paragraph (a) of this Section 9.9, the Trustees may cause to be prepared or conducted by the Fund's independent accountant such other reports and examinations as the Trustees shall, in their discretion, deem appropriate.

Section 9.10 Resignation of Participants. Any Participant may resign and withdraw from the Fund by following the procedures for effecting redemption as set forth in the Information Statement of the Fund, as the same may be amended from time to time, or applicable Certificates

of Designation. In addition to such procedures, the Participant must send a written notice to the Fund and the Administrator. Such resignation and withdrawal shall become effective upon the later of the withdrawal of Shares or the receipt of the written notice by the Fund and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration and terminate the existence of the Fund.

ARTICLE X

ADDITION OF PARTICIPANTS

Section 10.1 Adoption by Public Agency Treasurers Electing to Become Additional Participants. (a) Any Eligible Participant meeting the requirements of Section 2.2 hereof may become an additional Participant of this Fund by (i) taking any appropriate official action to adopt this Declaration; (ii) furnishing the Fund and the Administrator with satisfactory evidence that such official action has been taken; and (iii) furnishing the Fund and the Administrator with a certificate of the clerk of such Public Agency setting forth the names and specimen signatures of the officials of such Public Agency authorized at the time of delivery of such certificate to act on behalf of such Public Agency in connection with the Public Agency's participation in the Fund. A copy of this Declaration may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Article X. Adoption of a written investment policy that permits investment in the Fund will be deemed by the Fund and the Administrator to constitute an adoption of this Declaration of Trust.

(b) Any official custodian meeting the requirements of Section 2.2 hereof, may become an additional Participant of this Fund by (i) taking any appropriate official action to adopt this Declaration; (ii) furnishing the Fund and the Administrator with satisfactory evidence that such official action has been taken; and (iii) furnishing the Fund and the Administrator with a certificate of the recording officer of the Public Agency setting forth the names and specimen signatures of the officials of such Public Agency authorized at the time of delivery of such certificate to act on behalf of such Public Agency in connection with the Public Agency's participation in the Fund. A copy of this Declaration may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Article X.

ARTICLE XI

BOARD OF TRUSTEES AND OFFICERS

Section 11.1 Generally; Number. The governing body of the Fund shall be the Board, the membership of which shall be determined as hereinafter provided. As of the effective date of this Declaration of Trust, the Trustees shall be the initial Trustees who have executed this Declaration, and said Trustees shall continue in office in accordance with the provisions of this Article XI. The number of Trustees may be fixed, from time to time, by the vote of not less than a majority of the Trustees; provided, however, that the number of Trustees shall in no event be less than two (2) nor more than eleven (11). The number of Trustees shall not be reduced so as to

shorten the term of any Trustee then in office. In the event of an increase in the number of Trustees, the then-existing Trustees may appoint a Trustee to fill the new trusteeship, subject to the limitations in Section 11.5 hereof.

Section 11.2 Initial Trustees. (a) By the initial execution of this Declaration, the following individuals shall be appointed to serve as the initial Trustees:

<u>NAME</u> <u>AFFILIATION</u>

Kyle P. Cratty Park District of Oak Park

Phillip E. DeRuntz Warren-Waukegan Fire Protection District

- (b) Each initial Trustee shall furnish the Secretary with a certificate of the clerk of its Public Agency ratifying the appointment of the initial Trustees authorized at the time of delivery of such certificate to act on behalf of such Public Agency in connection with the Public Agency's participation in the Fund.
- Section 11.3 Time Commitment. The Trustees shall devote to the affairs of the Fund (including every Series thereof) such time as may be necessary for the proper performance of their duties hereunder, but the Trustees shall not be expected to devote their full time to the performance of such duties.
- Section 11.4 Qualifications. (a) Each Trustee of the Fund shall be a natural Person. Each Trustee shall be a Participant (with the exception of the initial Trustees). Each Trustee shall have at least two (2) years of experience in the collection, receipt, tabulation, custody, deposit, investment or disbursement of Public Agency Funds.
- (b) All actions taken by a Trustee not meeting the qualifications as set forth in Section 11.4(a) hereof shall be null and void.
- Section 11.5 Term and Election. (a) Each Trustee elected or appointed as provided in this Declaration (except in the event of resignations or removals or vacancies) shall hold office until his successor has been elected and has qualified to serve as Trustee. To the extent greater than one-half (50%) of the Trustees shall not have been elected by the Participants (other than the initial Trustees), within one year of the date of such occurrence, the Trustees shall hold a meeting of the Participants to ratify the appointment of Trustees (other than the initial Trustees) so that no more than 50% of the Trustees shall not have been elected by Participants (other than the initial Trustees).

At the election of the Trustees, the Trustees may divide the Trustees into one or more classes having such terms as shall be determined by the Trustees. Each Trustee may be reelected to an unlimited number of succeeding terms in accordance with these provisions. To the extent the Trustees have created classes with specific terms, the Trustees chosen to succeed those whose terms then expire shall be of the same class as the Trustees they succeed, unless, by reason of any intervening changes in the authorized number of Trustees, the Board of Trustees shall designate one or more trusteeships whose term then expires as trusteeships of another class in order to more

nearly achieve equality of number of Trustees among the classes. Further, each Trustee then continuing to serve as such shall nevertheless continue as a Trustee of the class of which such Trustee is a member until the expiration of his current term, or his prior death, resignation or removal.

(b) The voting procedures and the number of votes required to elect a Trustee shall be as set forth in the By-laws (as set forth in Section 11.12 hereof).

Section 11.6 Resignation and Removal. Any Trustee may resign (without need for a prior or subsequent accounting) by an instrument in writing signed by him and delivered to the Chairperson, and such resignation shall be effective upon delivery or at a later date according to the terms of the notice. Any Trustee may be removed with or without cause by a majority vote of the remaining Trustees. Upon the resignation or removal of a Trustee or his otherwise ceasing to be a Trustee, he shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Fund or the remaining Trustees any Fund Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his legal representative shall execute and deliver on his behalf such documents as the remaining Trustees shall require, as provided in the preceding sentence.

Section 11.7 Vacancies. (a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office, or removal of a Trustee.

In the event that a Trustee ceases to be affiliated with the Participant that he was affiliated with upon becoming a Trustee, he may remain a Trustee *ex officio* with no voting powers for a period of ninety (90) days until a vacancy shall be deemed to have occurred; *provided*, *however*, that if the Trustee becomes affiliated with a new Public Agency that is a Participant within the said ninety (90) day period and he shall have presented evidence in writing of the granting of an authorization by the Public Agency, no vacancy shall be deemed to have occurred, and the Trustee will again become a Trustee in good standing.

No such vacancy shall operate to annul this Declaration of Trust or to revoke any existing agency created pursuant to the terms of this Declaration of Trust, and title to any Fund Property held in the name of such Trustee and the other Trustees, or otherwise, shall, in the event of the death, resignation, removal, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance.

(b) In the case of an existing vacancy (other than by reason of an increase in the number of Trustees), a majority of the Trustees continuing in office acting by resolution may fill such vacancy with a Person meeting the qualifications of Section 11.4 hereof, and any Trustee so elected by the Trustees shall hold office until the next meeting of Participants and until his successor has been elected and has qualified to serve as Trustee. To the extent the Trustees have elected classes, the Trustee chosen to succeed shall be of the same class as the Trustee of the original vacancy.

Upon the effectiveness of any such appointment as provided in this Section 11.7, the Fund Property shall vest in such new Trustee jointly with the continuing or surviving Trustees without the necessity of any further act or conveyance; *provided*, *however*, that no such election or appointment as provided in this Section 11.7 shall become effective unless or until the new Trustee shall have (i) accepted in writing his appointment, (ii) agreed to be bound by the terms of this Declaration of Trust and (iii) presented evidence in writing of the granting of an authorization by the Public Agency with which he is affiliated for him to serve as a Trustee.

Section 11.8 Meetings. Meetings of the Trustees shall be held from time to time, no less frequently than semi-annually, upon the call of the Chairperson or any two (2) Trustees. Regular meetings of the Trustees may be held without call or notice at a time and place fixed by resolution of the Trustees. The Trustees may act with or without a meeting, if permitted by law. A quorum for all meetings shall be a majority of Trustees entitled to vote. Any agreement or other instrument or writing executed by one or more Trustees or by any authorized persons shall be valid and binding upon the Trustees and upon the Fund when authorized or ratified by action of the Trustees as provided in this Declaration. Any meeting, regular or special, may be held by conference telephone or similar communications equipment, so long as all Trustees participating in the meeting can hear one another; and all such Trustees shall be deemed to be present in person at the meeting.

Section 11.9 Chairperson. The Board shall elect a chairperson, or more than one, for the purpose of presiding at meetings of the Board or the Participants (the "Chairperson"). The Chairperson shall exercise and perform such other powers and duties as may be from time to time assigned to the Chairperson. The Chairperson may delegate his powers and duties to the other Trustees or officers of the Fund that he or she deems appropriate, provided that such delegation is consistent with applicable legal and regulatory requirements. In the event of the Chairperson's absence or inability to act, a Trustee appointed by the remaining Board members, during such absence or inability to act, or until such time as a new Chairperson is chosen, may perform all duties and exercise all powers within the normal purview of the Chairperson.

Secretary"). The Secretary may be a Trustee, or such other person as the Trustees deem appropriate. The Secretary shall keep or cause to be kept at the offices of the Fund or at such other place as the Board may direct a book of minutes of all meetings and actions (including consents) of the Board, committees of the Board and Participants. The Secretary shall keep a record of the time and place of such meetings, whether regular or special, and if special, how authorized, the notice given, the names of those present at Board meetings or committee meetings, the number of Shares present or represented by proxy at Participant meetings, and the proceedings. The Secretary shall give or cause to be given notice of all meetings of the Participants and of the Board required by this Declaration or by applicable Law to be given and shall have such other powers and perform such other duties as may be prescribed by the Board, or as provided in this Declaration. Any assistant secretary shall have such duties and powers as shall be designated from time to time by the Trustees.

Section 11.11 Treasurer. The Board shall appoint a Treasurer from time to time (the "<u>Treasurer</u>"). The Treasurer may be a Trustee, or such other person as the Trustees deem appropriate. The Treasurer shall be the chief financial officer of the Fund and, subject to any

arrangement made by the Trustees with a bank or trust company or other organization as custodian, shall be in charge of its valuable papers and shall have such other duties and powers as may be designated from time to time by the Trustees. The Treasurer shall also be the chief accounting officer of the Fund and shall be in charge of its books of account and accounting records. The Treasurer shall be responsible for preparation of financial statements of the Fund and shall have such other duties and powers as may be designated from time to time by the Trustees. Any assistant treasurer shall have such duties and powers as shall be designated from time to time by the Trustees.

Section 11.12 By-laws. The Trustees may adopt By-laws not inconsistent with this Declaration to provide for the conduct of the business of the Fund and in such By-laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Fund. The Board may amend or repeal such By-laws to the extent such power is not reserved to the Participants by not less than two-thirds (2/3rds) affirmative vote of the Trustees. The By-laws shall not conflict with the provisions hereof, and to the extent of any such conflict, the provisions of this Declaration of Trust shall be deemed to control.

Section 11.13 Officers. The Trustees may, in their sole discretion, appoint one or more officers, who shall have such authority and perform such duties as are provided herein or as the Trustees, or to the extent permitted by the Trustees, may from time to time determine. The Trustees may, in their sole discretion, provide for titles of such officers as the Trustees deem appropriate.

ARTICLE XII

DETERMINATION OF NET ASSET VALUE AND NET INCOME; DISTRIBUTIONS TO PARTICIPANTS

Section 12.1 Net Asset Value. The net asset value of each allocated Share of the Fund shall be determined at such time or times as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time or in the applicable Certificate of Designation of a Series. The duty to make the calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. The Trustees may adopt different methods for the determination of the net asset value of different Series of Shares.

Section 12.2 Constant Net Asset Value; Reduction of Allocated Shares. (a) In furtherance and not in limitation of the provisions of Section 12.1, the Trustees may designate that one or more Series shall be governed by the provisions of this Section 12.2. The Trustees shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the Series once on each business day, and upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner, and with the result, that the net asset value per Share of the Series shall remain at a constant dollar value. The general method used for the determination of the net income of the Series and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time or in the applicable Certificate of Designation. The duty to make the daily calculations may be

delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. If there is a net loss, the Trustees will first offset such amount against income accrued to each Participant. To the extent that such a net loss would exceed such accrued income, the Trustees will reduce the aggregate number of the Series' allocated Shares in an amount equal to the amount by which the net loss exceeds accrued income by having each Participant contribute to the Fund's corpus its pro rata portion of the total number of Shares required to be redeemed in order to permit the net asset value per Share of the Series to be maintained at a constant dollar value. Each Participant will be deemed to have agreed to such contributions in these circumstances by its investment in the Fund and the Series and its adoption of this Declaration. The purpose of the foregoing procedure is to permit the net asset value per Share of the Series to be maintained at a constant dollar value per Share.

(b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time, and such modification shall be evidenced by appropriate changes in the Information Statement as the same may be amended from time to time or in the Certificate of Designation. The Trustees are further authorized to take any such action as they may deem necessary and appropriate to maintain the net asset value per Share at a constant dollar amount.

Section 12.3 Supplementary Distributions to Participants. In addition to redemptions made at the request of individual Participants pursuant to Section 7.5 hereof, the Trustees may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Trustees, such supplementary distributions as they may determine. The declaration and making of such supplementary distributions and the determination of earnings, profits and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as the Trustees may in their sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Trustees shall determine.

Section 12.4 Retained Reserves. The Trustees may retain from the gross income of the Fund (including, without limitation, reinvestment proceeds described in Section 7.1(b)(iv) hereof) such amount as they may deem necessary to pay the debts and expenses of the Fund and to meet other obligations of the Fund, and the Trustees shall also have the power to establish such reasonable reserves as they believe may be required to protect the Fund and the Participants against contingent liabilities.

ARTICLE XIII

CUSTODIAN

Section 13.1 Duties. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America or the State having an office in the State and having a capital and surplus aggregating at least twenty-five million dollars (\$25,000,000) as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if

any, as may be contained in the By-laws of the Fund to perform the duties set forth in the Custodian Agreement to be entered into between the Fund and the Custodian.

Section 13.2 Appointment. The Trustees shall have the power to select and appoint the Custodian for the Fund. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Fund on no less than ninety (90) days' written notice to the Custodian.

Section 13.3 Sub-Custodians. The Trustees may also authorize the Custodian to employ one or more sub-custodians from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such sub-custodians and approved by the Trustees; provided, however, that such sub-custodian will be liable and responsible to the Custodian for performance of its services and that the Custodian shall acknowledge that the employment of a sub-custodian to perform such services does not relieve the Custodian of its liability and responsibility to the Fund, including (without limitation) for the failure of such sub-custodian to perform its duty.

Section 13.4 Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

Section 13.5 Additional Custodians. The Trustees may in their discretion employ one or more Custodians in addition to the Custodian referred to in Section 13.1. Such additional Custodians shall be banks or trust companies organized under the laws of the United States of America and the State having an office in the State and having capital and surplus aggregating at least twenty-five million dollars (\$25,000,000). Such additional Custodian shall perform such duties (including duties applicable only to designated Series) as may be set forth in an agreement between the Fund and the additional Custodian.

ARTICLE XIV

RECORDING OF DECLARATION OF TRUST

Section 14.1 Recording. This Declaration and any amendment hereto may be filed, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem appropriate. Each amendment so filed, recorded or lodged shall be effective upon the date set forth in the amendment. An amended Declaration, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 14.1, no filing or recordation pursuant to the terms of this Section 14.1 shall be a condition precedent to the effectiveness of this Declaration or any amendment hereto.

ARTICLE XV

AMENDMENT OF DECLARATION

Section 15.1 Amendment or Termination. The provisions of this Declaration may be amended or altered (except as to the limitations on personal liability of the Participants and the Trustees, the prohibition of assessments upon the Participants and the events triggering termination) by the affirmative vote of a majority of the Trustees entitled to vote, or, if permitted by applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees when authorized to do so by vote or written consent of the Participants as provided in Section 9.4(b) hereof; provided, however, that the Trustees may, from time to time by a two-thirds (2/3rds) vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration, without the vote or assent of the Participants, to expand the categories of Persons that may become Participants in the Fund to the extent permitted by applicable Law and to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Trustees shall not be liable for failing so to do. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 15.1 which would change any rights with respect to any allocated Shares of the Fund by reducing the amount payable thereon upon liquidation of the Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds (2/3rds) of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 5.2 hereof to be less restrictive without the affirmative vote of the Participants as provided in Section 9.4(b) hereof.

ARTICLE XVI

TERMINATION OF FUND

Section 16.1 Termination. The Fund shall dissolve at any time upon the happening of any of the following events: (i) the affirmative vote of a majority of the Trustees entitled to vote; (ii) a judicial entry of a decree terminating the Fund by a court of proper jurisdiction; (iii) at any time there are no Participants; (iv) the Investment Advisory Agreement with the Adviser is terminated or no longer in effect, and no replacement investment adviser has been appointed within five (5) days of termination; and (v) any other event that makes it unlawful or impossible to carry on the business of the Fund.

Section 16.2 Winding Up.

- (a) Upon the termination of the Fund pursuant to this Article XVI:
- (i) the Fund shall carry on no business except for the purpose of winding up its affairs;
- (ii) the Trustees shall proceed to wind up the affairs of the Fund, and all of the powers of the Trustees under this Declaration shall continue until the affairs of the Fund shall have been wound up, including, without limitation, the power to fulfill or

discharge the contracts of the Fund, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Fund Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, and discharge or pay its liabilities, and all other acts appropriate to liquidate its affairs; *provided*, *however*, that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all of the Fund Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of the Participants as provided in Section 9.4(b) hereof; and

- (iii) after paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees may distribute the remaining Fund Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.
- (b) Upon termination of the Fund and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Fund an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be canceled and discharged.
- (c) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

Section 16.3 Power to Effect Reorganization. If permitted by applicable Law, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the Fund may merge, or which shall take over the Fund Property and carry on the affairs of the Fund, and after receiving an affirmative vote of the Participants as provided in Section 9.4(b) hereof, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares for securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the Fund; and thereupon the Trustees shall terminate the Fund and deliver such cash, shares or beneficial interest ratably among the Participants of this Fund in redemption of their Shares.

ARTICLE XVII

MISCELLANEOUS

Section 17.1 Agreement to Be Bound. EVERY PERSON, BY VIRTUE OF HAVING BECOME A PARTICIPANT IN ACCORDANCE WITH THE TERMS OF THIS DECLARATION OF TRUST AND THE BY-LAWS, AS AMENDED FROM TIME TO TIME,

SHALL BE DEEMED TO HAVE EXPRESSLY ASSENTED AND AGREED TO THE TERMS OF, AND SHALL BE BOUND BY, THIS DECLARATION OF TRUST AND THE BY-LAWS.

Section 17.2 Governing Law. This Declaration is adopted by the Participants and delivered in the State of Illinois and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Illinois.

Section 17.3 Jurisdiction and Waiver of Jury Trial. Any suit, action or proceeding brought by or in the right of any Participant or any person claiming any interest in any Shares seeking to enforce any provision of, or based on any matter arising out of, or in connection with, this Declaration of Trust or the Fund, any Series or Class or any Shares, including any claim of any nature against the Fund, any Series or Class, the Trustees or officers of the Fund, shall be brought exclusively in the Circuit Court of DuPage County, Illinois, and all Participants and other such Persons hereby irrevocably consent to the jurisdiction of such courts (and the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waive, to the fullest extent permitted by law, any objection they may make now or hereafter have to the laying of the venue of any such suit, action or proceeding in such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum and further, IN CONNECTION WITH ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN THE CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS, ALL PARTICIPANTS AND ALL OTHER SUCH PERSONS HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW. All Participants and other such Persons agree that service of summons, complaint or other process in connection with any proceedings may be made by registered or certified mail or by overnight courier addressed to such Person at the address shown on the books and records of the Fund for such Person or at the address of the Person shown on the books and records of the Fund with respect to the Shares that such Person claims an interest in. Service of process in any such suit, action or proceeding against the Fund or any Trustee or officer of the Fund may be made at the address of the Fund's registered agent in the State of Illinois. Any service so made shall be effective as if personally made in the State of Illinois.

Section 17.4 Counterparts. This Declaration may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. To the extent permitted by the Laws of the State, (i) any document, consent, instrument or notice referenced in or contemplated by this Declaration of Trust or the By-laws that is to be executed by one or more Trustees may be executed by means of original, facsimile or electronic signature and (ii) any document, consent, instrument or notice referenced in or contemplated by this Declaration of Trust or the By-laws that is to be delivered by one or more Trustees may be delivered by facsimile or electronic means (including e-mail), unless, in the case of either clause (i) or (ii), otherwise determined by the Trustees.

Section 17.5 Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the Fund, or of any official or public body or office in which this Declaration may be recorded, appears to be a Trustee hereunder or the Secretary or the Treasurer of the Fund, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due

authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration; (v) the form of any by-law adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the Fund, shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Trustees or any of them or the Fund and the successors of such Person.

Section 17.6 Provisions in Conflict with Law. The provisions of this Declaration are severable, and if the Trustees shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or State Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Declaration; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

Section 17.7 Rules of Construction; Headings. In this Declaration of Trust, references to this Declaration of Trust, and all expressions such as "herein," "hereof" and "hereunder," shall be deemed to refer to this Declaration of Trust as a whole and not to any particular article or section unless the context requires otherwise. Whenever the singular number is used herein, the same shall include the plural; and the neuter, masculine and feminine genders shall include each other, as applicable. The terms "include," "includes" and "including" and any comparable terms shall be deemed to mean "including, without limitation." Any reference to any statute, law, code, rule or regulation shall be deemed to refer to such statute, law, code, rule or regulation as amended or restated from time to time and any successor thereto. Headings are placed herein for convenience of reference only and shall not be taken as a part hereof or to control or affect the meaning, construction or effect of this Declaration of Trust.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Trustees of ILLINOIS PUBLIC RESERVES INVESTMENT MANAGEMENT TRUST, acting in their respective capacities as Trustees of the Fund, do hereby make and enter into this Declaration of Trust as of the date first written above.

Kyle P. Cratty, Trustee

Phillip E. DeRuntz, Trustee





ILLINOIS PUBLIC RESERVES INVESTMENT MANAGEMENT TRUST™

Guarding, guiding and growing your investments

IPRIME BENEFITS

- Daily Liquidity
- AAAm Rated by Standard & Poor's
- ACH Direct Deposit of County, State and Federal Tax Disbursements
- Online Reporting Access
- Self-Directed Wire Transfers
- Fixed-Income
 Investment Platform
- · Cash Flow Management
- Bond Proceeds
 Management (PMA Securities)
- Credit Risk Analysis

About IPRIME

A Complete Line of Value Added Services

The Illinois Public Reserves Investment Management Trust™ (IPRIME™) referred to as "the Fund" is an investment pool for Municipal Treasurers acting on behalf of counties, townships, cities, towns, villages, libraries, park districts, water supply districts, fire protection districts, sanitary districts, housing authorities and other municipal subdivisions of the State of Illinois.

The Investment Shares Series is comprised of money market instruments having a maximum remaining maturity of one year (except U.S. government obligations that may have remaining maturities of up to two years). The primary objectives of the Investment Shares Series are to offer the highest possible investment yield, protect principal, preserve liquidity, and maintain Standard & Poor's highest local government investment pool rating of AAAm. In addition, the fund offers access to PMA Financial Network's Fixed Income and Deposit Programs.

IPRIME Products & Services

Investment Shares Series

The Investment Shares Series offers a competitive yield, requires no minimum balance, and allows unlimited withdrawals. The portfolio is rated AAAm by Standard & Poor's and meets the requirements of GASB 79 in order to enable it to value its investments at amortized cost and allow Participants to report the shares at the \$1 NAV. The Investment Shares Series is designed to meet your daily liquidity needs.

With the experience and expertise of PMA, the Investment Shares Series grants our investors access to a powerful investment management team that functions with a high standard of vision, synergy, and quality.

▶ ILLINOIS PUBLIC RESERVES INVESTMENT MANAGEMENT TRUST™

VISIT US AT

www.iprimetrust.org www.pmanetwork.com

CALL US AT

(844) 5-IPRIME (844-547-7463)

CONTACTS







Term Series Pools

The IPRIME Board of Trustees has authorized the creation of an unlimited number of investment pools labeled Term Series. Each Term Series will be comprised of statute allowable investments and will have a designated maturity of between 30 days and three years.

Fixed Income Investments

IPRIME Participants also have the option to invest in Certificates of Deposits with FDIC insurance up to the \$250,000 limit, Certificates of Deposits secured by a FHLB Letter of Credit (for large block investing), collateralized deposits, U.S. Government Treasury securities, U.S. Government Agency securities, and other fixed rate instrumentalities allowable under Illinois state statute.

Cash Flow Management Program

Give your municipality a complete and accurate analysis of its cash flow forecast so you can invest confidently and with a purpose.

Bond Proceeds Management Program

Maximize your bond issuance efficiency with a comprehensive investment and arbitrage management program for bond proceeds through PMA Securities, Inc.

Discover the Power of IPRIME

PMA Financial Network and its affiliate companies have earned a well-deserved reputation among municipal entities in Illinois. As investment advisor of the Fund, Prudent Man Advisors is known for excellent performance built around the safety, liquidity and yield that public sector officials depend on and expect.





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S&P Global Ratings

Ratings Direct®

Illinois Public Reserves Investment Management Trust (IPRIME) Assigned 'AAAm' Principal Stability Fund Rating

Primary Credit Analyst:

Joseph Giarratano, New York + 1 (212) 438 8942; joseph.giarratano@spglobal.com

Secondary Contact:

Peter L Rizzo, New York (1) 212-438-5059; peter.rizzo@spglobal.com

NEW YORK (S&P Global Ratings) Jan. 15, 2019--S&P Global Ratings today said it assigned its 'AAAm' principal stability fund rating on the Illinois Public Reserves Investment Management Trust - Investment Shares Series.

The Illinois Public Reserves Investment Management Trust (IPRIME) is an investment opportunity for political corporations or subdivisions of the state of Illinois, excluding school districts, community college districts, and educational service regions. The fund seeks to provide investors with the highest possible investment yield while maintaining liquidity and preserving capital. IPRIME will have a maximum portfolio duration weighted average maturity of 60 days and a maximum weighted average life of 90 days. All participants are voluntary, and the net asset value of the shares will be calculated daily.

Prudent Man Advisors (PMA), based in Naperville, Ill., is the investment manager. PMA and its affiliates provide cash and investment management services, administration, distribution, and advisory services for local government investment pools, broker-dealer services, financial planning, bond issue advisory and other public finance services. PMA had \$7.2 billion of assets under management as of Sept. 30, 2018. PMA Financial Network Inc. is the administrator. BMO Harris is the custodian.

IPRIME seeks to achieve its investment objective by investing various money

market instruments, including U.S. government securities, agencies, corporate debt, asset-backed commercial paper, bank obligations, repurchase agreements, municipal securities, government money market funds, and other obligations permitted by applicable Illinois statues.

A fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses as a result of credit risk. 'AAAm' is the highest principal stability fund rating that we assign. A fund achieves such a rating through conservative investment practices and strict internal controls. We monitor principal stability fund ratings on a weekly basis.

RELATED CRITERIA

• Fixed-Income Funds: Principal Stability Fund Rating Methodology, June 23, 2016

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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Reviewed By:

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

Agenda Item Number

Administration Committee #6

Tracking Number

ADM 2019-46

Agenda Item Summary Memo

Title: City Service	s Survey 2019	
Meeting and Date	City Council -	- August 27, 2019
Synopsis: Discuss	ion and considera	ation of the 2019 City Services Questions.
Council Action Pr	eviously Taken:	
Date of Action: AL	OM 08-21-19	Action Taken: Moved forward to City Council agenda.
Item Number: AI	OM 2019-46	
Type of Vote Requ	uired: Majority	
Council Action Re	quested: Approv	val
Submitted by:		
	Nam	e Department
		Agenda Item Notes:



Memorandum

To: Administration Committee

From: Erin Willrett, Assistant City Administrator

CC: Bart Olson, City Administrator

Date: August 21, 2019

Subject: City Services Survey 2019

Summary

Approval of questions and implementation plan for the City Services Survey 2019.

Background

The City has conducted a comprehensive city services survey in 2012, 2013, 2015 and 2017. The goal of the survey is to yield short-term feedback about priorities and service delivery and long-term data tracked from survey to survey. We recommend performing another survey in 2019.

The 2019 survey format is attached. Staff has reviewed the 2017 survey and has recommended no substantial changes to the 2019 survey. The few minor changes are as follows:

- 1. Question 4 Added Top 10 2018 City Goals for the resident to rank from Most Important to Least Important. In the past, the questions in this section were general. Staff has updated the question to obtain feedback on the City Goals. Because the survey will be going out in the October Utility Billing, staff will have the opportunity to update this question to reflect the 2019 City Goals.
- 2. Question 13 Changed reference to Tri-annual city newsletter (included in Parks and Recreation catalog to "Parks and Recreation catalog" and added "Yorkville Minute Newsletter"
- 3. Question 15 and 16 Added: Wine'd Down Wednesday, Cruise Nights, St. Patrick's Day Celebration, Bunny Breakfast and Egg Hunt, Yorktober Fest, I Love My Grandparents, Yorkville Holiday Celebration and Fourth of July Celebration
- 4. Question 18 Updated aldermen names.
- 5. Closing message new link will be added

Staff proposed to conduct the survey in the same manner used in the past. We would widely distribute the link to the online survey and give each utility billing a unique password on the bottom of their utility bill. Multi-family buildings and rental houses would receive a direct mailer with a unique password. Residents could call City Hall and receive a second unique password if they wished to have a second individual in the home take the survey. Residents could also call City Hall to set up an appointment to take the survey over the phone.

Recommendation

Staff recommends the 2019 draft survey questions be approved, and requests feedback on whether any new questions should be added. If the Administration Committee recommends approval, and City Council approves the survey at the August 27th City Council meeting, we would expect to open the survey by the end of October.



United City of Yorkville City Services Survey 2019

Welcome to the United City of Yorkville City Services Survey 2019. The City Council would like to know what you think about City services, and has commissioned this web survey to gather your opinions.

This survey should take less than 15 minutes to complete. Please insert the passcode for the survey (on your utility bill, or obtained from City Hall).

*	1. What is your survey passcode?



United City of Yorkville City Services Survey 2019

Which services are most important?

2.	Please	rate	your	satisfaction	with	each	City	service.
----	--------	------	------	--------------	------	------	------	----------

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
Quality of police services						
Response time of police services						
Maintenance of streets, sidewalks, and infrastructure						
City communication with public (not from elected officials)						\bigcirc
Communication with your elected officials						\bigcirc
Quality of customer service (any department)						
Flow of traffic / congestion management						
Quality of stormwater management system		\bigcirc			\bigcirc	
Quality of flood prevention						
Quality of water services					\bigcirc	
Quality of wastewater services					\circ	
Quality of refuse, recycling, and yardwaste collection services		\bigcirc				
Quality of parks						

	Very Satisfied			Very Dissatisfied	
Quantity of parks provided					
Quality of recreation programming offered					
Quantity of recreation classes offered					
Quality of special events offered				\circ	
Quality of customer service during building inspections	\bigcirc			\bigcirc	
Quality of property maintenance services (weeds, unsafe buildings, etc.)	0	\circ	0		
Comments:					



United City of Yorkville City Services Survey 2019

* 3. Which three of the items listed below do you think should receive the most emphasis from City leaders
over the next two years? (Choose the three most important)
Quality of police services
Maintenance of streets, sidewalks, and infrastructure
City communication with public (not from elected officials)
Communication with your elected officials
Quality of customer service (any department)
Flow of traffic / congestion management
Quality of stormwater management system
Quality of flood prevention
Quality of water services
Quality of wastewater services
Quality of refuse, recycling and yardwaste collection services
Quality of parks
Quality of parks provided
Quantity of recreation programming offered
Quality of recreation programming offered
Quantity of recreation classes offered
Quality of special events offered
Quality of customer service during building inspections
Quality of property maintenance services (weeds, unsafe buildings, etc.)
Comments:

	Most important out of this									Least importa out of tl group
Staffing (Police and Others)	group - 1	2	3	4	5	6	7	8	9	10
Municipal Building Needs & Planning										
Road Funding										
Southside Development	t (
Downtown & Riverfront Development										
Water Planning										
Metra Extension										
Manufacturing and Industrial Development										
School Safety (Exterior & Traffic)										C
Expand Economic Development Efforts										



Value of services?

5. Approximately six cents of each property tax dollar you pay goes to the City. The City's portion of property tax pays for the following services: Police, Public Works (street maintenance, snow plowing), Building, Zoning, Planning, Finance, Administration, and Parks and Recreation. The remaining 96 cents goes to the Library, County, Township, School District, Community College, Fire Protection, and Forest Preservation. Please rate your satisfaction with each item.

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
Value you receive for City tax dollars and fees						
Image of the City						
Quality of City services						
Quality of life in the City						
Comments						

	Major Advantage	Advantage	Neutral	Disadvantage	Major Disadvan
Schools					
Location					
Shopping					
Transportation					
Housing Quality					
Housing Costs					
Residential Neighborhoods					
Friendliness of residents					
Recreational amenities					



	/ices

Questions about police services

7. Please rate your satisfaction for each police service.

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A	
Visibility of police in your neighborhood							
Visibility of police in retail areas							
Efforts to prevent major crime							
Enforce traffic laws on major streets							
Enforce traffic laws in your neighborhood							
How quickly police respond							
Quality of non- enforcement services							
Comments							

Visibility of police in yo	our neighborhood				
Visibility of police in re	tail areas				
Efforts to prevent major	or crime				
Enforce traffic laws on	major streets				
Enforce traffic laws in					
How quickly police res					
Quality of non-enforce					
Comments					
9. Please read each st	atement below and	d rate your leve	of agreement or	disagreement:	
	Strongly Agree	Agree	Neutral	Disagree	Strongly disa
Yorkville is a good place to raise kids.					
Yorkville is a good place to retire.					
Yorkville is safer than surrounding communities.					
Yorkville has a sense of community.					
I would recommend living in Yorkville.					
I plan to remain in Yorkville for the next five years.					
Comments					



Public Works questions

10. Please rate your satisfaction for each public works service.

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
Maintenance of major City streets (i.e. Game Farm Road, Fox Road, Van Emmon Road)						
Maintenance of neighborhood streets (entrances to subdivisions, streets in front of your house)						
Maintenance of City sidewalks						\bigcirc
Maintenance of street signs						
Maintenance of City street lighting						
Snow removal on major streets						\bigcirc
Snow removal on neighborhood streets						
Mowing and trimming along major streets						
Cleanliness of streets and other public areas						
Comments						

* 11. Which	three of the public works items listed below do you think should receive the most emphasis from
City leader	rs over the next two years? (Choose the three most important)
Mainten	nance of major City streets (i.e. Game Farm Road, Fox Road, Van Emmon Road)
Mainten	nance of neighborhood streets (entrances to subdivisions, streets in front of your house)
Mainten	nance of City sidewalks
Mainten	nance of street signs
Mainten	nance of City street lighting
Snow re	emoval on major streets
Snow re	emoval on neighborhood streets
Mowing	g and trimming along major streets
Cleanlin	ness of streets and other public areas
Comments	



Public Information Outreach

	Which of the following are/were your primary sources of information about City issues, services, and
eve	ents? (check all that apply) Parks and Recreation catalog
	Website (includes audio / video files of City meetings)
	City facebook page
	City twitter account
	Utility bill inserts
	Yorkville Minute Newsletter
	Govt Access TV (FVTV)
	Kendall County Record
	Beacon News
	Yorkville Patch
	WSPY Radio
	Contact with elected officials
	Other
Othe	er (please specify)
	If you do not use any of the communication outlets described in the prior questions, what would be the st avenue to inform you of City issues, news, and events?

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
Efforts to keep you informed about issues					\bigcirc	
Quality of government access TV station	\bigcirc	\bigcirc		\bigcirc	\bigcirc	
Quality of website						
Quality of City facebook page					\bigcirc	
Quality of City twitter account					\bigcirc	
Quality of City newsletter						
Comments						



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15. Please rate your satisfaction with how each event is run:

	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	N/A
Hometown Days						
Wine'd Down Wednesday						\bigcirc
Cruise Nights						
St. Patrick's Day Celebration						\bigcirc
River Fest						
5k runs (Chili Chase, etc.)						
Outdoor Movies						
Halloween Egg Hunt						
Bunny Breakfast and Egg Hunt						
Yorktober Fest						
I Love My Grandparents						
Yorkville Holiday Celebration						
Fourth of July Celebration						
Comments						

Comments

Hometown Days Wine'd Down Wednesday Cruise Nights St. Patrick's Day Celebration River Fest Sk runs (Chili Chase, etc.) Outdoor Movies Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Tourth of July Celebration Comments Comments Cruise Nights Cruise Night	Wine'd Down Wednesday Cruise Nights St. Patrick's Day Celebration River Fest Sk runs (Chili Chase, etc.) Outdoor Movies Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Comments		Most favorite	Second most favorite	Third most favorite	Fourth most favorite	The middle	Fourth least favorite	Third least favorite	Second least favorite	Leas favori
Cruise Nights St. Patrick's Day Celebration River Fest St. runs (Chili Chase, etc.) Outdoor Movies Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	Cruise Nights St. Patrick's Day Celebration River Fest Sk runs (Chili Chase, etc.) Outdoor Movies Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	Hometown Days									
St. Patrick's Day Celebration River Fest Sk runs (Chili Chase, etc.) Outdoor Movies Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	St. Patrick's Day Celebration River Fest Sk runs (Chili Chase, etc.) Outdoor Movies Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	Wine'd Down Wednesday									
Celebration River Fest Sk runs (Chili Chase, etc.) Outdoor Movies Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Comments	Celebration River Fest Sk runs (Chili Chase, etc.) Outdoor Movies Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	Cruise Nights									
5k runs (Chili Chase, etc.) Outdoor Movies Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	5k runs (Chili Chase, etc.) Outdoor Movies Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments										
Outdoor Movies Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	Outdoor Movies Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	River Fest									
Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	Halloween Egg Hunt Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	5k runs (Chili Chase, etc.)									
Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	Bunny Breakfast and Egg Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	Outdoor Movies									
Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	Hunt Yorktober Fest I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	Halloween Egg Hunt									
I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments	I Love My Grandparents Yorkville Holiday Celebration Fourth of July Celebration Comments										
Yorkville Holiday Celebration Fourth of July Celebration Comments	Yorkville Holiday Celebration Fourth of July Celebration Comments	Yorktober Fest									
Celebration Fourth of July Celebration Comments	Celebration Fourth of July Celebration Comments	I Love My Grandparents									
Comments	Comments				\bigcirc						
		Fourth of July Celebration									
		.7. Are there any types	of specia	ıl events <u>y</u>	you would	like to se	e the City	/ engage	in?		



Businesses

18. Which type of businesses or industry would you most like to see in Yorkville?
Retail/shopping opportunities
Office developments
Light manufacturing areas
Heavy manufacturing or industrial
Other (please specify)
19. What specific companies or brands do you want to see open a retail store in Yorkville?



00 \\	
20. What suggestion	ons do you have to improve the quality of life in Yorkville?
21. How many yea	rs have you lived in Yorkville?
Years in Yorkville?	
22. In which ward	do you currently reside?
Ward 1 (Alderma	n Koch, Alderman Transier)
Ward 2 (Alderwor	man Milschewski, Alderman Plocher)
Ward 3 (Alderma	n Frieders, Alderman Funkhouser)
Ward 4 (Alderma	n Tarulis, Alderman Peterson)
I don't know	
	d State did you live in prior to moving to Yorkville? If you have lived here your entire life, ng resident" or similar.
24. Do you own or	rent your current residence?
Own	
Rent	

25. Which i	is your age group?	
Under a	age 10	
10-19		
20-29		
30-39		
40-49		
50-59		
60-69		
70 and 0	over	
	of the following best describes your race / ethnicity?	
White/C	Caucasian	
African A	American/Black	
Hispanio	ic/Latino	
Asian/Pa	Pacific Islander	
O Native A	American/Eskimo	
Multirac	cial	
Other (please	e specify)	
27 What is	s your gender?	
Male	3 your gender:	
Female		
Temale	, 	
28. Is there	e any way in which this survey can be improved?	



Thank you for completing this survey. Results for the survey will be published to the City website in the summer of 2020. To review last years results, copy and paste the following link in a new tab:

PLACEHOLDER LINK



Reviewed By:

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

Agenda Item Number

Administration Committee #7

Tracking Number

ADM 2019-48

Agenda Item Summary Memo



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: August 12, 2019

Subject: Clerk and Treasurer Stipend

Summary

Consideration of City code amendments to reduce the Clerk and Treasurer stipends and to fully implement the appointed Clerk and Treasurer positions.

Background

This item was last discussed by the City Council in February 2017, when the City Council adopted a resolution codifying the Clerk and Treasurer positions as appointed positions. At the time, no change in the stipends were proposed. Since then, this item has been discussed pre- and post-mayoral transition. In order to fully effectuate the cost savings claims in both the Clerk and Treasurer referendum questions, staff proposes reducing the Clerk and Treasurer annual stipend to \$2,000, effective May 1, 2020. This is less than the current \$6,000 maximum Clerk and Treasurer stipends (\$3,600 base and \$2,400 in potential meeting attendance fees) and more than the \$1,000 Deputy Clerk and Deputy Treasurer stipends. Additionally, we propose that that the per meeting fees for all of these staff-level positions be eliminated, as the staff members will be receiving their normal salary when they attend meetings. Accordingly, an ordinance has been drafted to reflect those changes.

Recommendation

Staff recommends approval of the attached ordinance.

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE SALARIES FOR APPOINTED MUNICIPAL OFFICERS

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 the State; and,

WHEREAS, Title 1, Chapter 6, Subsection 5(A) of the Code of Ordinances of the United City of Yorkville, Kendall County, Illinois, establishes annual salaries for municipal officers; and,

WHEREAS, the Mayor and the City Council (the "Corporate Authorities") have reviewed the salaries for the appointed positions of City Clerk, Treasurer, and Deputy Clerk and have decided to reduce these salaries.

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 Subsection 1-6-5(A)(3), Subsection 1-6-5(A)(4), and Subsection 1-6-5(A)(5) of the Yorkville City Code, as amended, be and is hereby amended to read:

- "3. City Clerk: Two thousand dollars (\$2000.00)."
- "4. Treasurer: Two thousand dollars (\$2000.00)."
- "5. Deputy Clerk: One thousand dollars (\$1000.00)."

Section 2. That Subsection 1-6-5(A)(7) of the Yorkville City Code, as amended, be and is hereby amended to read:

"7. Special Meetings: If there is a "special" city council meeting called, there is an additional one hundred thirty-five dollars (\$135.00) to the mayor and each alderman attending."

Section 3. This Ordina	ance shall be in full for	rce and effect on May 1, 2020	upon its passage,
approval, and publication.			
Passed by the City Co	uncil of the United C	ity of Yorkville, Kendall Co	unty, Illinois, this
day of	, A.D. 2019.		
		City Clerk	
KEN KOCH		DAN TRANSIER	
JACKIE MILSCHEWSKI		ARDEN JOE PLOCHER	
CHRIS FUNKHOUSER		JOEL FRIEDERS	
SEAVER TARULIS		JASON PETERSON	
APPROVED by me, a	as Mayor of the Unite	ed City of Yorkville, Kendal	l County, Illinois,
this day of	, A.D. 2019		
		Mayor	
Attest:			
City Clerk			

1-6-5(A) Salaries:

A. Officials; Annual Salaries:

- 1. Mayor: Eight thousand five hundred dollars (\$8,500.00) (includes \$1,000.00 liquor control commissioner) plus one hundred dollars (\$100.00) for each city council meeting attended.
- 2. Aldermen: Three thousand six hundred dollars (\$3,600.00) (all aldermen) plus one hundred dollars (\$100.00) for each city council meeting attended.
- 3. City Clerk: <u>Two thousand dollars (\$2000.00)</u>. Three thousand six hundred dollars (\$3,600.00) plus one hundred dollars (\$100.00) for each city council meeting attended.
- 4. Treasurer: Two thousand dollars (\$2000.00). Three thousand six hundred dollars (\$3,600.00) plus one hundred dollars (\$100.00) for each city council meeting attended. (Ord. 2008-03, 1-22-2008)
- 5. Deputy Clerk: One thousand dollars (\$1,000.00) plus one hundred dollars (\$100.00) for each city council meeting attended.
- 6. Deputy Treasurer: One thousand dollars (\$1,000.00).
- 7. Special Meetings: If there is a "special" city council meeting called, there is an additional one hundred thirty five dollars (\$135.00) to the mayor, city clerk, deputy clerk, treasurer and each alderman attending. (Ord. 2013-48, 8-13-2013)



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

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Agenda	пеш	Number

City Council Report #1

Tracking Number

ADM 2018-88

Agenda Item Summary Memo

Title: Sale of 111 W.	Madison Street (Old Jail)	
Meeting and Date:	City Council – August 27, 2	2019
Synopsis: Please see	attached.	
Council Action Previ	ously Taken:	
Date of Action:	Action Take	n:
Item Number:		
Type of Vote Require	ed: Majority	
Council Action Requ	ested: Approval	
Submitted by:	Bart Olson Name	Administration Department
	Name Agenda Ite	-
	Agenda Ite	m rvotes.



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: August 8, 2019 Subject: Jail agreement

Summary

Consideration of an agreement to sell the old jail at 111 W Madison St. to KCJ Restoration LLC.

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. The committee was generally supportive of the term sheet contents. Since that meeting, the staff has been working with the developer to finalize an actual sale, development, and TIF agreement for the property. The draft agreement is attached for your consideration.

The highlights of the agreement are as follows:

- Section 1.2 Legal description of the property under Exhibit A. City is not selling the parking lot to the north of the building.
- Sections 1.4, 1.5, and 1.9 Clarification that TIF incentives will be used in the agreement.
- Section 2.1 Outlines the options for zoning that will allow the developer to have 5 residential apartments (including units on the ground floor) and businesses within the B-1 zoning district. The property is currently zoned B-1, which does not permit residential apartments on the ground floor. The City will need to do a text amendment for special uses within the B-1 zoning district and process a special use request from the developer. However, if the City's Form Based Code is approved, the code would allow apartments on this property with no further City Council action.
- Section 2.2 The agreed upon purchase price will be the \$1,000 as originally proposed by the developer in their first submittal.
- Section 2.2 (a) 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
- Section 2.2 (b) 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 2.3 and 3.1 The developer has right of first refusal on the parking lot to the north of the building 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.
- Section 3.2 (a) The developer will receive \$30,000 in TIF incentives from the City after the roof is repaired on the entire building, as long as the roof is repaired before December 1st, or within 90 days from permit issuance. We excluded gutters and downspouts on the offchance that the developer can not find historically accurate gutters and downspouts (their intent) immediately (gutters and downspouts are usually a part of a roof permit requirement). This is a guaranteed payment by the City, as long as the conditions of the section are met. This payment is considered overlapping with the City's demolition costs to tear the building down.
- Section 3.2 (b) The developer will receive \$50,000 in TIF incentives from the City after the lead and asbestos is remediated in the building. This is a guaranteed payment by the City, as long as the conditions of the section are met. This payment is considered overlapping with the City's demolition costs to tear the building down.
- Section 3.2 (c) The developer will receive \$17,500 in TIF incentives from the City when the residential portion of the building is complete. This section is modified slightly for a scenario in which the residential units are complete, but the rezoning is not complete. In a normal certificate of occupancy situation, the City would not issue the certificate of occupancy for the four residential units unless the property was in conformance with the zoning code. The intent of this section is for the developer to renovate the garage portion of the building with residential units. This is a guaranteed payment by the City, as long as the conditions of the section are met. This payment is *not* considered overlapping with the City's demolition costs to tear the building down.
- Section 3.2 (d) The developer will receive \$17,500 in TIF incentives from the City when the commercial portion of the building is complete. This payout is tied only to the commercial units in the historic part of the building, and not the potential one residential unit in the historic part of the building. Additionally, the payout is tied to "vanilla box" construction completion (no tenant is required). This is a guaranteed payment by the City, as long as the conditions of the section are met. This payment is *not* considered overlapping with the City's demolition costs to tear the building down.
- Section 3.2 (f) The developer will receive 100% of any property taxes paid on the property for the payments received by the City in calendar years 2020-2024. In the term sheet, this was originally contemplated as "during construction and two years after construction". So the years of TIF reimbursement would have been variable depending on the length of construction. We changed it to be the five calendar years stipulated above for clarity in administering the agreement in the future. Additionally, if there are any school students living in the property, TIF law requires the City to set aside a portion of the property taxes to send to the school district. In

this student scenario, this set aside will occur first and any City payout to the developer will be 100% of this net amount. Finally, this is *not* a guaranteed payment by the City – as in, if the property taxes are \$0 for any of the years listed above, the developer will receive \$0 in those years.

- Section 3.3 The developer will receive 90/85/80% of any property taxes paid on the property for the payments received by the City in the calendar years referenced in the agreement. In the term sheet, this was originally contemplated as ~ "after the 100% TIF payouts during construction and post-construction". So the years of TIF reimbursement would have been variable depending on the length of construction. We changed it to be the defined calendar years in the agreement, for clarity in administering the agreement in the future. Additionally, if there are any school students living in the property, TIF law requires the City to set aside a portion of the property taxes to send to the school district. In this student scenario, this set aside will occur first and any City payout to the developer will be 90/85/80% of this net amount. All of the payments in this section of the agreement are capped at \$150,000. Finally, this is *not* a guaranteed payment by the City as in, if the property taxes are \$0 (or any lesser amount than they had planned for) for any of the years listed above, the developer will receive \$0 in those years.
- Section 3.4 The City will waive all building permit, plan review fees, etc.
- Section 3.5 The City will construct the water and sewer services into the building, but the City has the ability to opt out of completing the work and to pay the developer \$15,000 instead.
- Section 3.6 The City will construct the residential electric services into the building, but the City has the ability to opt out of completing the work and to pay the developer \$5,000 instead.
- Section 4.1 and 4.2 The property currently has adequate on-street and off-street parking under the zoning code for any use within the current B-1 zoning district. As long as the developer does not rezone the property, the property's parking requirements will be satisfied.
- Section 4.3 The City will work to add additional parking spaces to the east of the existing Madison St diagonal parking spaces. In the event the developer agrees to pay a cost of \$2,000 per parking space (roughly the cost of asphalt material for the spaces), the City will construct the spaces and lease the in-right-of-way areas to the developer. Additionally, the City will lease the in-right-of-way areas of the existing parking spaces, since the parking spaces will be half on the private property and half within the right-of-way. This will give the developer a few designated parking spaces adjacent to the building.
- Section 5 Attorney Orr's standard sections on TIF payment procedures.

Recommendation

Staff recommends approval of the ordinance and agreement.

Ordinance No. 2019-

A ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS APPROVING A REDVELOPMENT AGREEMENT FOR THE OLD JAIL

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 is engaged in the revitalization of its downtown commercial district

which includes the property owned by the City commonly known as 111 West Madison which

property is improved with a two-story building constructed in 1892 and used as the County Jail

and Sheriff's residence until 1992 (the "Old Jail") and now remains as an important historic

landmark in the City; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of

Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the "TIF Act"), the Mayor

and City Council of the City (collectively, the "Corporate Authorities") are empowered to

undertake the redevelopment of a designated area within its municipal limits in which existing

conditions permit such area to be classified as a "blighted area" or a "conservation area" as such

terms are defined in the TIF Act; and,

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, the City,

after giving all required notices, conducting a public hearing and making all findings required by

law, on April 10, 2018, pursuant to Ordinance Nos. 2018-23, 2018-4 and 2018-25, approved a

Redevelopment Plan (the "Redevelopment Plan") for an area designated as the Downtown

Redevelopment Project Area #2 (the "Project Area"), which Project Area includes the Subject

Property, and adopted tax increment financing for the payment and financing of "Redevelopment

Project Costs", as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act; and,

WHEREAS, on July 9, 2019, the City authorized the issuance of a Request for Proposal (the "*RFP*") from all parties interested in rehabilitating the Subject Property (with a preference for office or retail use and a secondary preference for multi-family residential use) in a manner respecting the historical significance of the Old Jail; and,

WHEREAS, in response to the RFP, the City received a proposal from the Developer to substantially renovate the Subject Property into five (5) residential units and 2,000 to 4,200 square feet of commercial/office retail space while preserving and retaining the historic elements of the Subject Property ("*Project*"); and,

WHEREAS, the Developer has advised the City that it is not economically feasible for the Developer to undertake the Project to improve the Subject Property due to the extraordinary costs required for its redevelopment without financial assistance because of the existence of asbestos and lead base paint and the deteriorating condition of the Old Jail; and,

WHEREAS, the City desires to have the Subject Property redeveloped in order to preserve its historic value to the City and to eliminate the blight factors found at the Subject Property while increasing the tax base of the City and affected taxing districts; providing job opportunities for its residents; and, improving the general welfare of the community; and, therefore, is prepared to convey the Subject Property to the Developer and to reimburse the Developer for certain costs associated with the Project, pursuant to a the terms of the Redevelopment Agreement attached hereto.

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

Section 1. All of the Preambles her	reinabove set forth are incorporated herein as if restated.
Section 2. That the Redevelopm	nent Agreement by and between the United City of
Yorkville and, LL	C and in the form attached hereto and presented to this
meeting is hereby approved and the Mayor	is hereby authorized to execute same.
Section 3. This Ordinance shall be	in full force and effect upon its passage, approval, and
publication as provided by law.	
Passed by the Mayor and City Cou	uncil 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
	Mayor
Attest:	
City Clerk	_

REDEVELOPMENT AGREEMENT BY AND BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND KCJ RESTORATION, LLC

THIS REDEVELOPMENT AGREEMENT ("Agreement") is entered into as of the day of ______, 2019 ("Effective Date") by and between the United City of Yorkville, Kendall County, Illinois, an Illinois municipal corporation ("City"), and KCJ Restoration, LLC, an Illinois limited liability company (the "Developer").

In consideration of the mutual covenants and agreements set forth in this Agreement, the City and Developer hereby agree as follows:

ARTICLE 1: RECITALS

- 1.1 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.
- 1.2 The City is engaged in the revitalization of its downtown commercial district which includes the property commonly known as 111 West Madison (exclusive of the adjacent parking lot), which property is identified by parcel index number 05-32-287-001 and legally described on *Exhibit A* (the "Subject Property").
- 1.3 The City has the authority pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.
- 1.4 Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the "TIF Act"), the Mayor and City Council of the City (collectively, the Corporate Authorities") are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "blighted area" or a "conservation area" as such terms are defined in the TIF Act.
- 1.5 To stimulate and induce redevelopment pursuant to the TIF Act, the City, after giving all required notices, conducting a public hearing and making all findings required by law, on April 10, 2018, pursuant to Ordinance Nos. 2018-23, 2018-4 and 2018-25, approved a Redevelopment Plan (the "Redevelopment Plan") for an area designated as the Downtown Redevelopment Project Area #2 (the "Project Area"), which Project Area includes the Subject Property, and adopted tax increment financing for the payment and financing of "Redevelopment Project Costs", as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act.
- 1.6 The Subject Property is improved with a two-story building constructed in 1892 and used as the County Jail and Sheriff's residence until 1992 (the "Old Jail") and now remains as an important historic landmark in the City.

- 1.7 On July 9, 2019, the City authorized the issuance of a Request for Proposal (the "RFP") from all parties interested in rehabilitating the Subject Property (with a preference for office or retail use and a secondary preference for multi-family residential use) in a manner respecting the historical significance of the Old Jail.
- 1.8 In response to the RFP, the City received a proposal from the Developer to substantially renovate the Subject Property into five (5) residential units and 2,000 to 4,200 square feet of commercial/office retail space while preserving and retaining the historic elements of the Subject Property ("Project").
- 1.9 The Developer has advised the City that it is not economically feasible for the Developer to undertake the Project to improve the Subject Property due to the extraordinary costs required for its redevelopment without financial assistance due to the existence of asbestos and lead base paint and the deteriorating condition of the Old Jail.
- 1.10 The City desires to have the Subject Property redeveloped in order to preserve its historic value to the City and to eliminate the blight factors found within the Subject Property while also increasing the tax base for the City and taxing districts authorized to levy taxes upon the Subject Property; providing job opportunities for its residents; and, improving the general welfare of the community; and, therefore, is prepared to convey the Subject Property to the Developer and to reimburse the Developer for certain costs associated with the Project, subject to the terms of this Agreement, the TIF Act and all other applicable provisions of law.

ARTICLE 2: CONVEYANCE OF THE SUBJECT PROPERTY

- 2.1 The City and the Developer agree that upon approval of the proposed Downtown Overlay Zoning District, no rezoning shall be required for the Subject Property. In the event the Downtown Overlay Zoning District is not approved within six months from the Effective Date, the City agrees to complete the required process to approve a text amendment to the City's zoning code to provide for two (2) residential units on the first floor in a B-1 zoning district to be a Special Use; and, the Developer agrees to submit a petition to the City for a Special Use at the Subject Property. A list of permitted uses in a B-1 zoning district (as would pertain to the commercial portion of the Subject Property) are attached hereto as *Exhibit B*.
- 2.2 Within thirty (30) days of the Effective Date the City shall convey the Subject Property to the Developer for a purchase price of \$1,000.00 subject to the following conditions:
 - (a) The deed of conveyance shall provide that the City shall have a right of first refusal in the event of any conveyance, sale, transfer, gift or exchange of the Subject Property by the Developer as "grantee" until such time as the Project has been completed and certificates of occupancy have been issued by the City for both the residential and commercial units constructed within the Subject Property;
 - (b) The deed of conveyance shall provide that title to the Subject Property shall be subject to a covenant running with the land that the historic portion of the Old Jail (as depicted on Exhibit D attached hereto) may not be demolished without the written consent of the City Council;

- (c) The City shall have received and approved final plans for the development of the Subject Property which plans shall conform to the zoning as to be in effect; and,
- (d) The City has received and accepted an estimated budget for the Project demonstrating a total investment of no less than \$800,000 in the Project.
- 2.3 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.

ARTICLE 3: CITY OBLIGATIONS

- 3.1 The City shall grant the Developer a right of first refusal for a period of twenty (20) years from the Effective Date in the event of its conveyance, sale, transfer or exchange of Lots 3 and 4 of Block 28 currently used by the City as a public parking lot.
- 3.2 Upon satisfaction of the conditions set forth in Sections 2.2(c) and (d) above and the Developer has received any and all permits required to proceed with the Project, the City shall reimburse the Developer for "Redevelopment Project Costs" (as hereinafter defined) subject to the limitations of the TIF Act, Article 4 and 5 of this Agreement, the following amounts:
 - (a) Thirty thousand dollars (\$30,000) within thirty (30) days of completion of a new roof in accordance with all applicable code requirements (excluding downspouts and gutters if unavailable) on the condition that said completion of the roof occurs on or before December 1, 2019 or within ninety (90) days of the issuance of the required permit;
 - (b) Fifty thousand dollars (\$50,000) within 30 days of completion in accordance with all applicable codes for reimbursement of the cost of abatement of asbestos and remediation of lead-based paint upon completion in accordance with all applicable codes;
 - (c) Seventeen thousand five hundred dollars (\$17,500) upon completion of four residential units constructed in that portion of the Old Jail not within the historic part (see Exhibit D) to the extent the four units have met all of the building code requirements to receive a certificate of occupancy but for the final approval of the rezoning of the Subject Property as included in the Downtown Overlay Zoning District or approval of the text amendment to the B-1 Zoning District to permit more than 2 residential units to be constructed on the first floor as a Special Use for the Subject Property;
 - (d) Seventeen thousand five hundred dollars (\$17,500) after substantial completion of unleased tenant space for all commercial units, to be defined as roughed -in utilities and drywall (or other code approved wall surfaces) at the Subject Property;

- (e) As to the obligations of the City to pay the amounts due under paragraphs 3.2(a) thru 3.2(d) hereinabove, such obligation to pay is an absolute payment obligation of the City and is exclusive of the maximum incremental reimbursements from TIF Funds provided hereinafter in this Agreement.
- (f) One hundred percent (100%) of the "Incremental Taxes" (as hereinafter defined) generated by the Subject Property and distributed to the City in calendar years 2020, 2021, 2022, 2023, and 2024 so long as substantial completion of the Project has occurred on or before December 31, 2023 and no code violations are found at the Subject Property and no students enrolled in Yorkville school districts reside at the Subject Property.

In the event students attending Yorkville school districts reside at the property, the amount due to the school districts pursuant to the TIF Act shall be deducted from the amount of Incremental Taxes due to the Developer as stated in 3.3 below

- 3.3 So long as no notice of default has been issued and remains outstanding pursuant to Article 7 of this Agreement, following the payment of amounts due to the Developer pursuant to 3.2 above and subject to the procedures set forth in Article 5 hereof, the City shall reimburse the Developer for Redevelopment Project Costs a maximum of \$150,000 from Incremental Taxes generated from the Subject Property so long as no students attending Yorkville school districts reside at the Subject Property, payments to be made as follows:
 - (i) Ninety percent (90%) of the Incremental Taxes distributed to the City in calendar years 2025, 2026, 2027, and 2028;
 - (ii) Eighty-five percent (85%) of the Incremental Taxes distributed to the City in calendar years 2029, 2030, and 2031, if necessary; and,
 - (i) Eighty percent (80%) of the Incremental Taxes distributed to the City in calendar years 2032, 2033 and 2034; if necessary.

It is understood and agreed that the amounts hereinabove stated to be distributed to the Developer for reimbursement of Redevelopment Project Costs shall be reduced by the amounts due to the Yorkville school districts as required by the TIF Act in the event students attending Yorkville Schools residing at the Subject Property.

As used in this Agreement, "Incremental Taxes" shall mean the amount equal to the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value of all the parcels of property located therein over the initial equalized assessed value of said parcel. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act.

3.4 The City agrees to waive all rezoning costs, building permit fees (including plan review fees), water meter fees, water connection fees, and sewer connection fees for any component of the Project commenced within 5 years from the Effective Date, and for any

additional projects on the historic portion of the Old Jail commenced within 10 years from the Effective Date.

- 3.5 On or before March 1, 2020, the City shall determine (in its sole discretion) if it intends to construct the water and sewer service line extensions into the Old Jail with the construction of two 1" water service lines and a 6" sanitary service line; or, pay the Developer the sum of fifteen thousand dollars (\$15,000). In the event the City determines not to construct said water and sewer service line into the Old Jail, the Developer shall obtain no less than three (3) written quotes for such work and submit the quotes to the City. Within 21 days of review of such written quotes, the City shall pay the Developer the lesser of the lowest written quote or \$15,000.
- 3.6 On or before March 1, 2020, the City shall determine (in its sole discretion) if it intends to construct five residential electrical services into the Old Jail. In the event the City determines not to construct said electrical services into the Old Jail, the Developer shall obtain no less than three (3) written quotes for such work and submit the quotes to the City. Within 21 days of review of such written quotes the City shall pay the Developer the lesser of the lowest written quote or five thousand dollars (\$5,000).

ARTICLE 4. MUTUAL UNDERSTANDINGS REGARDING PARKING

- 4.1 The City and the Developer hereby agree to the following:
- (a) Based upon the mixed use proposal for the development of the Subject Property as the final approved Project, under the current zoning ordinance an estimated maximum twenty-three (23) parking spaces ten (10) stalls for residential and thirteen (13) for all non-residential uses would be required and are available at the site of the Subject Property.
- (b) Pursuant to the City's Zoning Ordinance, all required parking spaces are to be located within 1,000 feet of the use served, which are currently available unless the Subject property is used for residential or hotel use which should then be located within 300 feet.
- (c) The adjacent off-street parking lot to the north of the Old Jail can be utilized to fulfill the site's residential parking needs (ten (10) spaces). The non-residential parking needs may be fulfilled by other identified off-street and on-street parking spaces within 200 feet of the property.
- (d) City acknowledges that the above number of parking spaces set forth in paragraphs 4.2 and 4.3 above complies with all City ordinances and building codes and shall at all times be treated as in compliance with City ordinances and codes, so long as the Subject Property retains its current zoning.
- 4.2 Current available parking on the area of the Subject Property includes the following:

Seventeen (17) off-street public parking spaces are located north of the Old Jail, plus an additional (3) on-street public parking spaces to the south (Madison Street) are immediately available to the Subject Property. An additional seven (7) striped on-street public parking stalls northeast of the Subject Property on W. Van Emmon Street are available, as well as a County-owned off-street public parking lot east of the Subject Property on W. Madison Street holding approximately thirteen (13) stalls are available. Total available public parking stalls within 200 feet of the Subject Property are forty (40) stalls.

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. Developer and City agree that the handicapped designated spaces shall be in the area for which new parking spaces are provided.

4.3 The City hereby agrees to use its best efforts to construct new parking spaces as depicted on *Exhibit C* attached hereto it being understood that the construction of such the additional parking spaces shall require cooperation from the Developer and Kendall County in order to proceed. In the event additional parking spaces are constructed, the Developer hereby

agrees that the reimbursement of \$150,000 to the Developer for Redevelopment Project Costs pursuant to Section 3.3 shall be reduced by two thousand dollars (\$2,000) up to a maximum of ten thousand dollars (\$10,000) for all parking spaces constructed by the City. The Developer shall have the right to lease the parking spaces, either in-place and those for which a deduction was made from the total reimbursement of \$150,000 portions of which are located within the lot line of the subject property, for the term of this Agreement but only upon approval of ¾ (6 members) of the City Council.

ARTICLE 5. PROCEDURES TO REIMBURSE THE DEVELOPER

- 5.1 The City has established a special tax allocation fund solely for the Project Area (the "STAF") into which the City shall deposit the Incremental Taxes generated from the Project Area. On December 1 of each year [or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes (the "STAF Allocation Date")], the portion of Incremental Taxes generated from the Subject Property hereof during the period from the immediately preceding STAF Allocation Date to but not including, the current STAF Allocation Date shall be transferred and deposited into the Old Jail Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used to reimburse the Developer for Project Costs which qualify as Redevelopment Project Costs under the TIF Act pursuant to Sections 3.2 and 3.3, in an amount not to exceed \$150,000.
- 5.2 THE CITY'S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER ARTICLE 3.3 OF THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE OLD JAIL SUBACCOUNT OF THE STAF FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.
- To establish a right of reimbursement for Redevelopment Project Costs in the amount and for the time periods set forth in Article 3.3, the Developer shall submit to the City a written statement in the form attached to this Agreement as Exhibit E (a "Request for Reimbursement") with such paid bills, paid invoices, lien waivers, or other evidence as the City shall reasonably require to evidence the right of the Developer to reimbursement under Article 3.2 and 3.3 of this Agreement an amount not to exceed \$150,000. The City shall have twenty (20) days after receipt of the Request for Reimbursement from the Developer to approve or disapprove the Request for Reimbursement and, if disapproved, to provide the Developer in writing and in detail with an explanation as to why it is not prepared to recommend such reimbursement. The only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not an eligible "Redevelopment Project Costs" under the TIF Act or that it was not incurred and the construction was not completed by the Developer in accordance with all applicable City Code requirements and the provisions of this Agreement. The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the TIF Act, before and after the date of this Agreement, and judicial interpretations of the TIF Act rendered during the term of this Agreement. The City has no obligation to the Developer to attempt to modify such judicial interpretations but will cooperate with the Developer in obtaining approval of Redevelopment Project Costs.

ARTICLE 6. REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 6.1 <u>Developer's Representations Warranties and Covenants</u>. To induce the City to enter into this Agreement, Developer represents, covenants, warrants, and agrees that:
 - (a) <u>Recitals</u>. All representations and understanding as set forth in Article 1 are true, complete, and accurate in all respects.
 - (b) Organization and Authorization. Developer is an Illinois limited liability company duly formed and existing under the laws of the State of Illinois authorized to do business in Illinois, and Developer has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company authorized to do business in the State of Illinois for so long as Developer is developing and constructing the Project.
 - (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of Developer, or any restriction, organizational document, agreement, or instrument to which Developer, or any of its partners or venturers, is now a party or by which Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing. Any claim of Conflict or Breach made by either party in this Agreement shall be subject to all enforcement and cure provisions provided in Article 7 in this Agreement.
 - (d) <u>Pending Lawsuits</u>. There are no actions at law or similar proceedings either pending or, to the best of Developer's knowledge, threatened against Developer that would materially or adversely affect:
 - (i) The ability of Developer to proceed with the construction and development of the Subject Properties;
 - (ii) Developer's financial condition;
 - (iii) The level or condition of Developer's assets as of the date of this Agreement; or
 - (i) Developer's reputation
- 6.2 <u>City's Representations, Warranties and Covenants</u>. To induce Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, the City represents, covenants, warrants and agrees as follows:

- (a) <u>Recitals</u>. All representations and agreements made by the City in Article 1 are true, complete, and accurate in all respects.
- (b) <u>Authorizations</u>. The City has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Mayor and City Clerk to execute and deliver this Agreement
- (c) <u>Non-Conflict or Breach</u>. The execution, delivery, and performance of this Agreement by the City, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the City is a party or by which the City is now bound.
- (d) <u>Pending Lawsuits</u>. There are no actions at law or similar proceedings either pending or to the best of the City's knowledge being threatened against the City that would materially or adversely affect:
 - (i) The ability of Developer to proceed with the construction of the Development.
 - (ii) The ability of the City to perform its obligations under this Agreement.

ARTICLE 7: ENFORCEMENT AND REMEDIES

- 7.1 <u>Enforcement: Remedies.</u> The parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance. Notwithstanding the foregoing, Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. Subject to the cure provisions provided to each party in paragraph 7.2 hereof.
- Notice; Cure; Self-Help. In the event of a breach of this Agreement, the parties agree that the party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Article 7, 30 days after notice of any breach delivered in accordance with Section 9.10 to correct the same prior to the non-breaching party's pursuit of any remedy provided for in Section 7.4 and 7.7; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the defaulting party has promptly initiated the cure of the breach, and (iii) if the defaulting party diligently and continuously pursues the cure of the breach until its completion. If any party shall fail to perform any of its obligations under this Agreement, and if the party affected by the default shall have given written notice of the default to the defaulting party, and if the defaulting party shall have failed to cure the default as provided in this Section 7.2, then, except as specifically provided otherwise in the following sections of this Article 7 and in addition to any and all other remedies that may be available either in law or equity, the party affected by the default

shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the default. In any event, the defaulting party hereby agrees to pay and reimburse the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney's fees and court costs.

- 7.3 <u>Events of Default by Developer</u>. Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:
 - (a) If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any of documents, shall prove to be untrue or incorrect in any material respect as of the date made.
 - (b) Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
 - (c) Developer's default in the performance or breach of any material covenant, warranty, or obligation contained in this Agreement.
 - (d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal bankruptcy, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default.
 - (e) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal bankruptcy, insolvency, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

7.4 <u>Remedies for Default By Developer.</u>

(a) Subject to the provisions of this Agreement, in the case of an event of default by Developer, the City, pursuant to Section 7.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of Developer of its obligations under this

- Agreement. Subject to the cure provisions in paragraph 7.2 of this Agreement.
- (b) In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then, and in every such case, Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City shall continue as though no such proceedings had been taken. Subject to the cure provisions in paragraph 7.2 of this Agreement.
- Indemnification by Developer: Agreement to Pay Attorneys' Fees and Expenses. Developer agrees to indemnify the City, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Subject Properties; or (ii) Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the City or any of the aforesaid parties in connection with or as a result of: (i) the performance of the City's representations, warranties and covenants under Article 6 of this Agreement; (ii) the City's default under the provisions of this Agreement; or (iii) the act, omission, negligence or misconduct of the City or any of the aforesaid parties. If Developer shall commit an event of default and the City should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of Developer herein contained, Developer, on the City's demand, shall pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City, in the event the City is determined to the be prevailing party.
- 7.6 <u>Events of Default by City</u>. Any of the following events or circumstances shall be an event of default by the City with respect to this Agreement:
 - (a) A default of any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the City to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.
 - (b) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from Developer of each failure or in a time period reasonably required to cure such default.
 - (c) A representation or warranty of the City contained herein is not true and correct in any material respect for a period of 30 days after written notice to the City by Developer. If such default is incapable of being cured within 30 days, but the City begins reasonable efforts to cure within 30 days, then such default shall not be

considered an event of default hereunder for so long as the City continues to diligently pursue its cure.

Remedies for Default by City. Subject to the provisions of this Agreement, in the case of an event of default by the City, Developer, pursuant to Section 7.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel the City's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives in any amount in excess of the specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. In the event any action is maintained by the City against Developer, and the City is found to the non-prevailing party, the City shall reimburse Developer for any costs and reasonable Attorneys fees incurred in enforcing claim under this Agreement as the prevailing party.

ARTICLE 8: GENERAL PROVISIONS

- 8.1 <u>Maintain Improvements in Good and Clean Condition</u>: Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by Developer of the Subject Property, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Properties by Developer or any agent of or contractor hired by, or on behalf of Developer and repair any damage to any public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.
 - 8.2 <u>Liability and Indemnity of City.</u>
 - (a) No liability for City Review. Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Properties or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.
 - (b) <u>Hold Harmless and Indemnification</u>. Developer shall hold harmless the City, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may asserted at any time against any of such parties in connection with (i) the City's review and approval of any plans or improvements or (ii) the City's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the City as a result of a City event of default under this Agreement,

claims that are made against the City that relate to one or more of the City's representations, warranties, or covenants under Article 5 and claims that the City, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

(c) <u>Defense Expenses.</u> Developer shall pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims identified in the first sentence of Subsection (b) above.

The City agrees that upon a successor becoming bound to the obligations created herein in the manner provided herein and providing the financial assurances required herein, the liability of Developer shall be released to the extent of the transferee's assumption of such liability.

- 8.6 No Implied Waiver of City Rights. The City shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the City, no failure to exercise at any time any right granted herein to the City shall be construed as a waiver of that or any other right.
- Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

ARTICLE 9. TERM

<u>Term</u>. This Agreement shall be in full force and effect upon its execution by the parties and terminate December 31, 2041.

ARTICLE 10. NOTICES

10.1 <u>Notices</u>. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth

below, or (c) by facsimile or email transmission, when transmitted to either the	facsimile telephone
number or email address set forth below, when actually received.	

Notices and	communication	s to Developer	r shall be ad	dressed to,	and delivered	d at, the	following
addresses:							

	With a copy to:
KCJ Restoration, LLC	Daniel Kramer 1107 South Bridge Street, Suite A Yorkville, Illinois 60560

Notices and communications to the City shall be addressed to and delivered at these addresses:

With a copy to:

United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560 Kathleen Field Orr Kathleen Field Orr & Associates 2024 Hickory Road, Suite 205 Homewood, Illinois 60430

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

ARTICLE 11. IN GENERAL

- 11.1 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the City and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.
- 11.2 <u>No Third Party Beneficiaries</u>. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the City or Developer.
- 11.3 <u>Entire Agreement</u>. This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.
- 11.4 <u>Counterparts</u>. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

United City of Yorkville	Attest:
By:	By:City Clerk
Date:, 2019	
KCJ Restoration, LLC	
By:	

Exhibit A Legal Description

Exhibit B

List of permitted uses within the B-1 zoning district

- 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

Exhibit C Potential new parking spaces

Exhibit D

Boundaries of historic portion of building

Exhibit E Request for Reimbursement

Redevelopment Agreement, dated _______, by and

United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560

Re:

		n the United City of Yorkville, Kendall County, Illinois, and KCJ ation, LLC ("Developer")					
Dear Sir:	Restora	tion, LLC (Developer)					
	u are reques	sted to disburse funds from the Old Jail Sub-Account pursuant to the					
	-	ment described above in the amount(s), and for the purpose(s) set forth in					
-	_	bursement. The terms used in this Request for Reimbursement shall have					
		those terms in the Redevelopment Agreement.					
1.		to be Disbursed: \$					
2.		ount requested to be disbursed pursuant to this Request for Reimbursement					
۷.		will be used to reimburse the Developer for eligible Redevelopment Project Costs.					
3.		lersigned certifies that:					
3.	(i) the state of t	the amounts included in 1 above were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;					
	F	The amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for Redevelopment Project Costs;					
	0	the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs;					
	v	the amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Agreement, is not in excess of \$150,000.00.					
	n	the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.					
4.		d to this Request for Reimbursement are copies of invoices or bills of sale chanic's Lien Waivers for the Project.					
Date:		By: KCJ Restoration, LLC					
		Its President					
AP	PROVED:	United City of Yorkville, an Illinois municipal corporation					
Date:							
							





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

OLD COUNTY JAIL | Approximate Distances and Building Footprint Areas BREEZEWAY ADDITION **HISTORIC JAIL** (350 SQ. FT.) (2,300 SQ. FT.) **SMain**St 37' 73' RESIDENTIAL ADDITION 25' (925 SQ. FT.) W Madison St